We purchased the property on the 27th July 2011 together with the said land to rear (EX-33) which is registered in our names and Land Registry – Title Number EX296977) which was no longer in existence. - signed declaration from previous owner, Vivienne Childs, that it was no longer in use and had never been (26th July 2011).

Seller's property information pack which wads filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

When we moved into the property there was no discussion with neighbors about them using the back of our garden. Correspondence from Penmans always stated that the row was at the back of our garden and, that it was used openly for a period of over 20 years (dated 5th October 1916). Surely if we did not have confirmation from previous owner that lived at 6 Wilson Close for 4 years, and we have never seen Mrs Hayes or spoken of this previously, that this in fact trespassing? Although, Mrs Hayes would not have been able to use the back of the garden due to it being overgrown. Anyone could have been in our garden as fences were down.

**9th May 2016**

.New 6ft fencing erected with side access gate, with a lock added for security as most of the fences had become in disrepair and open to persons trespassing onto our property.

**.1st August 2006**

.Week commencing 1st August old shed to back of garden and trees, bushes and rubble removed from back of EX-33, and what is now stated to be St. Clare's School grounds EX-16. Area was not accessible before this.

.We received our first letter from Penman's/Hayes on the 9th August 2006 stating that we had blocked her row by having a fence built. They stated that on the 24th January 1969 conveyance that there is a granted row for neighbors to use (EX-99), no longer in use) and that Hayes used an additional piece of land purchased by our predecessor (Mr Wade) as a row (EX- xxxix)

(2)

**22 August 2016**

We replied with a letter from our Solicitor, Margaret Reynolds, stating that although she had not
used the row, we are willing for her to give notice for use, and we would open gate for her.

**3rd October 2016**

Summer house concrete base was erected.

**5th October 2016**

.Penman's' wrote to us stating that their client is wiling to agree to the extinguishment of the row
running through the middle of our property (EX-77), subject to a formal grant of a row over the piece of land at the back of our property (now EX-16).

**10th October 2016**

Margaret Reynolds (our Solicitor) was unable to proceed as they do not deal with litigation.

**1st November 2016**

We informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her so she could come through at any time. We told her that if ever she needed to come through, all she had to do was knock and we would extend a key, but only with prior notice or an emergency.. We also informed Penman's Solicitors that Mrs Hayes came into our garden,, uninvited and demanded we open the gate for her and that we would appreciate it if she did want to come through, for any reason, she would have to knock and we would extend a key, but only with prior notice. We furthermore informed Penman s that we had seekedd further notice from Osborne Clarke LLP (xxxxxx) that they be on standby if the matte4r reached litigation, as Margaret Reynolds Solicitors do not deal with litigation.

**19th December 2016**

Letter sent to Penmans to inform them that we would continue to offer a key to the garden gate as and when required, but again with prior notice.

Acknowledgment received on 11th January 2017 from Penmans to inform us they had received a letter dated 19th December 2016.

**16th January 2017**

We wrote to Penmans to inform them that we planned to commence work on a summerhouse project, and that we would continue to do so, as their client had failed to take any action by pursuing a course of conduct.

**18th January 2017**

Letter received from Penmans informing us that their client will seek its removal, and that the row exists.

**23rd February 2017**

We wrote to Penmans informing them that we were4 to make our final payment on our summerhouse on Saturday 18th March 2017 and ccommencingfcconstructionist within 21 days. We also confirmed that we would continue to proceed with the planned works, as their client had not taken any action by pursuing a course of conduct/lucrative which were available to her.

**17th March 2017**

We received an email from Penmans stating that our neighbor Mr Sargent, who is a personal friend of Mrs Hayes and resides at no. 2 Wilson Close, that there was access across the far portions to all of the properties that back onto St. Clare's School. This was not known to us when we purchased the property and if indeed was divulged, we would not have proceeded to buy thee property.

**24th May 2017**

Land Registry sent us a letter informing us that an application had been made for thee registration of land at the back of our property, under title number EX 210733.

**July 2017**

A letteer was sent to Mr. Sargent, asking him not to discuss confidential legal information as re4gards to our dispute with Mrs. Hayes. Several people had spoken to me, including previous owner Vivian Childs, asking what was going on.

**6th September 2017**

Land Registry sent a further copy of the letter received on the 24th and stated that the application had bee4n made for an easement on the land at the back of 6Wilson Close, which belonged to St. Clares School (EX 16).

**26th September 2017**

We sent objection letter to the Land Registry.

**19th October 2017**

Once again we received a letter from the Land Registry, acknowledging our objection and stated that title number was EX-33 and not EX-16.

**8th November 2017**

The Land Registry sent a letter to us confirming that they had received our application for an extension saying title number affected is EX-2110733.

**14th November 2017**

Due to the confusion of what title land is affected, we requested a copy of thee Land Registry Audit assessment conducted in May 2017.

**18th December 2017**

The Land Registry once again refer to the objection letter we sent and state that the easement would affect EX-33.

**8th January 2018**

We sent a reply to the Land Registry informing them that we were willing to negotiate.

**10th January 2018**

Land Registry letter referring to neighbors e.mail we sent which title number being affected as EX-33.

**29th March 2018**

Received a letter from Land Registry stating that the case was being re4ferred to the Tribunal. affected land being EX-33.

**4th May 2018**

The Land Registry sent us the case summary and letter to confirm that it had been referred to the Tribunal still stating that affected land was EX-33.

**8th May 2018**

We sent a letter to the Land Registry asking them for the outcome of the Ordinance Survey Surveyor's report from May 2017.

**11th May 2018**

We received the Ordinance Survey (copy). Page 3 (5) states that the area coloured pink is the4 private re4ar garden of 6 Wilson Close. It also stated that the metal fence effected by St. Clares School was put up in 2004. We were at work when this survey was undertaken, but all information was provided by Mrs Hayes and our neighbor Mr. Sargent (friend of Mrs Hayes).

**5th July 2018**

Case Summary from Mrs. Hayes in which the Land Registry state that the registrar does not believe that the route, claimed as a row as is EX-16, St. Clare School grounds.

**25th July 2018**

We received Tribunal documents still stating title number EX-33

**7th August 2018**

Mrs Hayes' builder knocked on our door, asking to come through our garden which we could not be accommodated at the time.

**16 August 2018**

Penmans wrote to us to inform us that their client were withdrawing the application of the easement, as it is not under our title, and resubmitted asking for an easement on title plan EX-16.

Penmans also sent us a copy of an email dated 31st May 2018, stating that following a phone call to the Land Registry, that the land at the back of our garden, does not belong to us, a requisition dated 19th July 2017. This was after the Ordinance Survey and not known to us when we purchased the property.

There is now a huge hole where anyone can get through from the back of 6 Wilson Close n Mrs. Hayes' garde4n at number 4 Wilson Close, as we had cut all of the trees and bushes to the back of her garden?????

At 19.30pm a strange man was at the back of our garden on the land stated as EX-33 (or possibly EX-16). We did not know who he was and, luckily Mr Butcher was at home at the same time as Mrs. Butcher The mam tried to hide himself, and then made known that he was a frie4nd of Mrs Hayes' son.

**14th September 22018**

We wrote a letter to the Land Registry, asking if the May 2017 OrdanceSurvey report was accurate, as it states that our garden is up to the metal fence outlining St. Clares School grounds.

**4th October 2018**

A re4ply received from the Land Registry, stating that the4y were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place. The easement is on EX-16 (a little late being that our Solicitor , when we moved in, had to transfer Title Deeds EX-33 into our joint name4s and that there4 was no mention in our Survey Report before moving into the property that the land at the back did not belong to us.

The metal fence has now been in place for 19 years, the land uncared for by St. Clare4s School or anyone else.

**29th January 2020**

(7)

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, from xxxxxxx informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an e.mail asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

**SUMMARY**

No row was informed to us on completion of moving to this property by previous owner, Land Registry or neighbors.

Anyone could have come into our garden, as our fences were down, unknown to us, which is tre4spass. Mrs Hayes came into the garden when Mrs. Butcher was in, only once we had cleaned the back and demanded we open the gate4 for her. Land Registry conflicting title numbers EX-33 or EX-16?

Have Mr and Mrs Butcher got squatters rights? If deemed,Title Number EX-16 as they have occupied the land and cleared it? Also, poor Land Registry details when purchasing the back of the garden.

At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house.

**Extract from Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013**

**Notes:** **This extract from the rules and the extract from the Land Registration Practice Directions which follows it are provided for ease of reference only. They need not be included in your Statement of Case.**

**30.**—(1) In … land registration cases…, the respondent's response must—

(a) state the respondent's reasons for supporting or objecting to the original application or for objecting to the rectification application (as the case may be);

(b) be accompanied by copies of any documents available to the respondent which—

(i) are important to the respondent's case; or

(ii) the Tribunal or any other party to the proceedings will require in order properly to understand the respondent's case; and

...

...

**Extract from the Practice Directions applying to Land Registration cases made under section 23 Tribunals, Courts and Enforcement Act 2007 by the Senior President of Tribunals with the approval of the Lord Chancellor**

**4. Responses served under Rule 30**

4.1 A response served under Rule 30 shall contain (in addition to the matters set out at sub-rules (1)(a) and (b) the following:

(a) the name and address of the respondent;

(b) the name and address of the respondent's representative (if any);

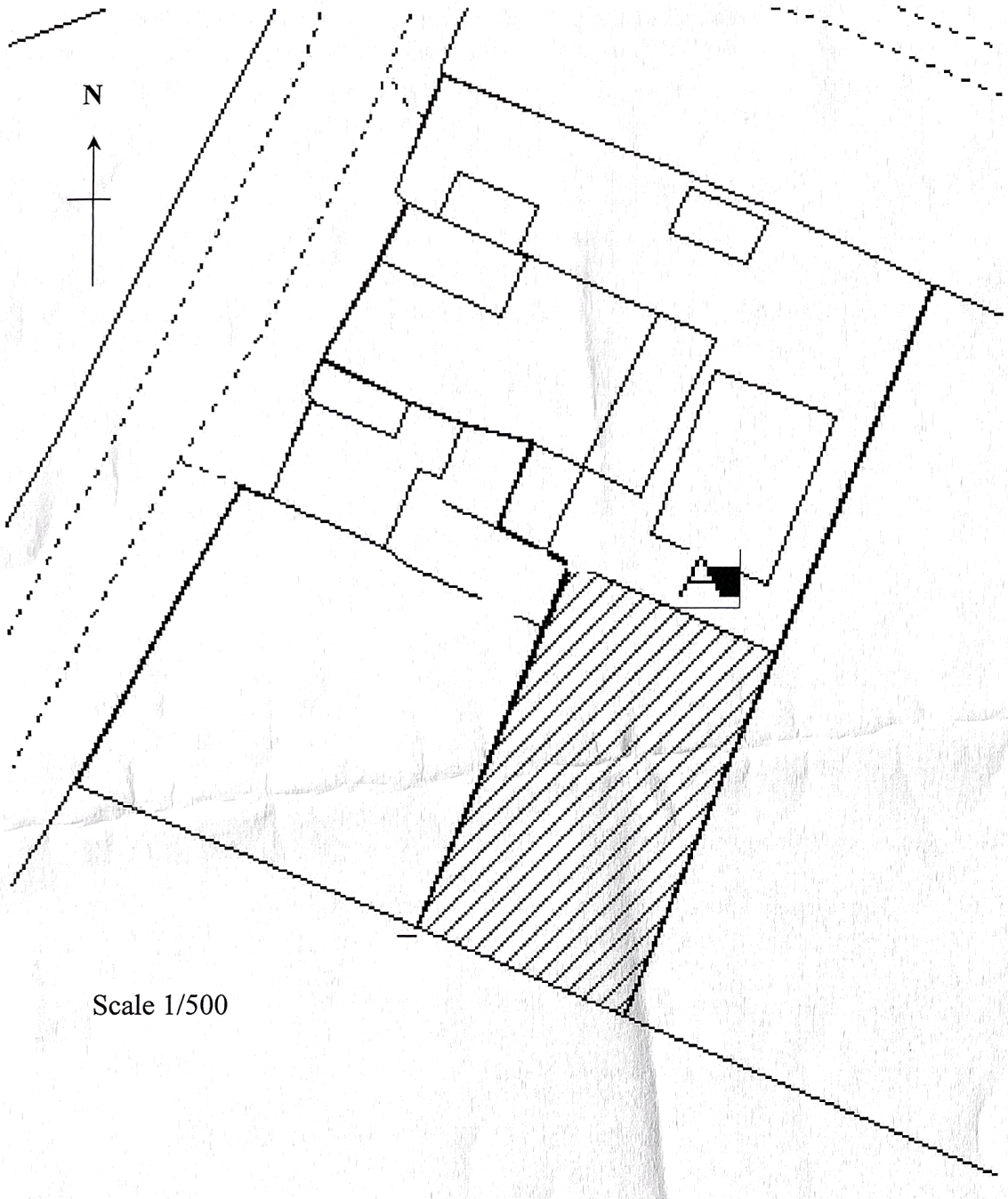
(c) an address (in England and Wales) where documents for the respondent may be delivered;

(d) all relevant facts and matters relied upon by the respondent in support of his case;

(e) a list of all copy documents provided under Rule 30(1)(b).

4.2 The response must include a statement that the respondent believes that the facts stated in it are true.

**Plan RD1**




Scale 1/500

## Example Statement of Case (Respondent)

The rules marked in the Statement of Case refer to the Tribunal Procedure (First-tier Tribunal) (Property Chamber Rules 2013. 'PD' refers to the Practice Directions which apply to Land Registration Cases. An extract of the relevant rules and Practice Directions is attached.

**Case Reference: REF/2013/.....**
**A.B – Applicant**
**Vs.**
**C.D – Respondent**

**Statement of Case by C.D. - Respondent**

PD 4.1(a)-(c)

**Name and Address for Service:**

**This is the statement of case of C.D. The address for service of documents is care of Woods & Co. of .....**

Rule 30(1)(a) and PD 4.1(d)

**Reasons for objecting to the original Application:**

**(1)** **The Respondent has at all material times namely since ..... 1979 been the registered proprietor of the freehold property situate at and known as .....(referred to as 'the property')**

**(2)** **The said property is registered at HM Land Registry under title number .... and is more particularly edged blue on the plan annexed hereto (referred to as 'the plan') and marked RD1.**

**(3)** **The Applicant is and has at all material times namely since 1978 been registered proprietor of the adjacent freehold property situate at and known as .....**

**(4)** **..... is registered at HM Land Registry under title number ..... and is more particularly edged red on the Plan.**

**(5)** **It is denied that in or around ..... 1989 the Respondent discontinued possession of that part of the property hatched green on the plan comprising a concrete yard (referred to as 'the Yard') or alternatively was dispossessed of the same and the Applicant has been in continuous and exclusive possession of the yard. The Applicant or his agents acknowledged the title of the Respondent to the Yard in 1989 and again in 1996**

**(6)** **In response the numbered paragraphs of the Applicant's Statement of Case:**

**(1) Admitted, although since 1996 the use of the land has been sporadic and restricted to the keeping of chickens.**

**(2) Admitted.**

**(3) Admitted.**

**(4) Admitted save that there has been access to the Yard via a gap in the hedge dividing the Yard from the Property in the position marked A on the Plan marked RD1. The photograph marked RD2 and dated around July 1990 shows the gap in the hedge through which the Respondent has periodically gained access to the Yard.**

**(5) Admitted, save the attempts to contact the Applicant referred to in paragraph 8 below.**

**(6) Admitted.**

**(7) In or around March 1989 the Applicant approached the Respondent's brother who was living at the property at the time, with a view to seeking permission from the Respondent, on the assumption that he was the true owner, to use the Yard. The Yard was to be used for extra storage in connection with the Applicant's small garden centre business run from the Applicant's property. The Applicant hoped to use the Yard in return for free garden supplies or a small rental fee. The Respondent was not at the property at the time, but his brother agreed to pass on the message. As the Yard was no longer in use as part of the Respondent's smallholding, the Respondent was down sizing the business with a view to retiring in a few years time, the Applicant was advised that an agreement could most likely be reached when the Respondent returned. This agreement was never formalised as the Respondent did not view the use the Applicant put the Yard to as significant, and was happy with the resurfacing and maintenance of the Yard in lieu of any payment.**

**(8) Following the commencement of the building of the brick storage sheds in 1996 the Respondent attempted to approach the Applicant at his shop premises on the adjacent property as no permission had been sought to erect the buildings. The Respondent was informed by one of the Applicant's employees that the Applicant was away on business and could not be contacted, but he would be informed of the Respondent's enquiries on his return. An apology was offered by the employee that the buildings had been started without seeking permission first. Subsequently, the Applicant did not make any attempt to contact the Respondent directly, but following the introduction of chickens to the Yard, and the more sporadic use of the Yard by the Applicant, the Respondent decided not to chase the matter further at that time. The Respondent was planning to fully retire and had other business matters to conclude.**



**(9) At no time has the Respondent been excluded from the Yard, and**

**has sporadically entered the Yard in order to maintain the boundary hedge referred to above. The Respondent has allowed the Applicant to continue to use the Yard under the assumption that conversations with the Applicant's employees would be reported to the Applicant, and that he would be contacted if the Applicant was not happy with the arrangement.**

PD 4.1(e)

**List of Documents which are important to the Respondent's case or which the Tribunal or any other party will require in order properly to understand the Respondent's case [NOTE; copies of the documents in this list should also be supplied – rule 30(1)(b)]**

| Description | Original/ Copy | Date of document | Parties | Document number |
|---|---|---|---|---|
| Plan | Original | 29/3/2005 | N/A | 1 |
| Photo | Original | July 1990 | N/A | 2 |
| Conveyance | Copy | 5/5/1948 | (1) J.D. Smith and (2) L.R. Westwood | 3 |
| Transfer | Copy | 12/1/1979 | (1) L.R. Westwood and (2) C.D. | 4 |

Each page should be numbered individually

**I believe/the Respondent believes that the facts stated in this Statement of Case are true**

PD 4.2

**Signed**

**……..**
**(Respondent(s)/representative)**

**I am the Respondent/Respondent's Representative and my relationship to the Respondent is**

**……**

## US

- NOT KNOWN TO US WHEN BOUGHT, ONLY WHEN ERECTION OF FENCE + GATE

— COSTS OF LITIGATION WHO PAYS?

- NO INJUNCTION MADE ALTHOUGH INFORMED WHEN SUMMER HOUSE WAS BEING PUT UP

- OVERGROWN WEEDS etc UNTIL WE PAID TO HAVE THIS CLEARED.

## HER

— APPLIED FOR AN EASEMENT ALTHOUGH APPARENTLY ITS ON HER LAND REGISTRY ALREADY AS A ROW.

— SHE HAS TOLD US WE HAVE TO PAY FOR HER SOLICITOR

- COULD SHE STILL ASK US TO REMOVE SUMMER HOUSE ALTHOUGH ITS BEEN UP FOR 5 YEARS

— SHE HAS NOT STATED WHY SHE WANTS TO USE IT

M. Reynolds Partnership
Solicitors

24 London Road,
Grays
Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax: 01375 391 808
Email: admin@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Mr R and Mrs K Butcher
6 Wilson Close
Stanford le Hope
Essex
SS17 0LA

Your ref:
Our ref: MR.hc.Butcher 14617/1
Date: 09 November 2011

Dear Mr and Mrs Butcher

**Re: 6 Wilson Close, Stanford le Hope, Essex and land to the rear**
**Title Number: EX210733 and EX296977**

I have completed the registration of your property at the HM Land Registry. Following change in the Land Registry rules the Land Registry no longer issue Title Deeds. I therefore enclose the Title Information Document and an Official Copy of the Register Entries.

It is important in any correspondence with the Land Registry that you quote the above mentioned title number. If you do not live at the property or cease to live at the property and retain ownership of it, or live elsewhere and change the address to which the Land Registry was originally notified of, then it is extremely important that the Land Registry are always informed of your current address in the event that they need to correspond with you.

This now concludes the work we have undertaken in relation to your transaction. I enclose a client survey and would appreciate it if you would complete the form and return it in the stamped addressed envelope provided.

Thank you for your instructions in this matter. It has been a pleasure to act on your behalf. If you require any further advice or assistance in the future please do not hesitate to contact us.

Yours sincerely,

MARGARET REYNOLDS

M. Reynolds Partnership
Solicitors

24 London Road,
Grays
Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax: 01375 391 808
Email: admin@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Mr R and Mrs K Butcher
6 Wilson Close
Stanford le Hope
Essex
SS17 0LA

- Your ref:
- Our ref: MR.hc.Butcher 14617/1
- Date: 29 November 2011

Dear Mr and Mrs Butcher

**RE: 6 Wilson Close, Stanford le Hope, Essex**

Following the completion of your purchase of the above property, it was necessary for me to submit a further fee to the Land Registry in respect of the registration of the land into your joint names.

It was also necessary to commission Land Registry searches to protect your priority over the property and land prior to registration.

The total sum paid on your behalf totals £58.00. I would therefore be obliged if you would forward to me a cheque in this sum to enable me to bring my file to a close.

I look forward to hearing from you.

✓ sent on 13/12/11

Yours sincerely

MARGARET REYNOLDS

Community Legal Service
Family Law Advanced
Conveyancing Quality
resolution first for family law

Partners:
Margaret Reynolds
Heather Millane

Family Department:
Barbara Kemp F.Inst.L.Ex
Jenny Lapwood G.Inst.L.Ex

Wills Advisor:
Pauline Thomas
Assistant Solicitor:
Alison Coles

Licensed Conveyancer:
Simon Nykerk

SEQ25

EX210733

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1971

20 SEP 1978
FINANCE ACT 1931
3

The title number allocated to the land transferred will on registration be officially entered opposite)

County and District: Essex : Thurrock

Title Number: EX182416

Property: Land on the East side of Butts Lane, Stanford-le-Hope

Dated 11th September 1978 EX210733

1. In consideration of TWO HUNDRED POUNDS (£200.00) (the receipt whereof is hereby acknowledged) ESSEX COUNTY COUNCIL of County Hall Chelmsford Essex (hereinafter referred to as "the Council") in exercise of its powers under the Local Government Act 1972 and of every other power it enabling as beneficial owner hereby transfers to RONALD WILLIAM WADE of 6 Wilson Close, Stanford-le-Hope Essex (hereinafter referred to as "the Transferee") the land shown and coloured pink on the plan bound up within being part of the land comprised in the title above mentioned EXCEPTING AND RESERVING unto the Council the right during the period of eighty years from the date hereof to enter upon the land hereby transferred with workmen and others for the purpose of constructing drains and/or laying cables thereunder and of inspecting maintaining repairing and renewing the same the Council making good at its expense any damage occasioned thereby to the land hereby transferred (but the Council not being liable for the payment of compensation for disturbance or loss of crops) and the right to the free passage and running of water soil and electricity through such drains and/or cables to and from any buildings which may be built or erected by the Council within the period aforesaid upon the Council's adjoining land

2. The Transferee hereby covenants with the Council and so as to bind the land hereby transferred into whosesoever hands the same may come that the Transferee and its successors in title will not erect any buildings on the land hereby transferred without the previous written consent of the Council (such consent not to be unreasonably withheld)

3. Where the Transferee consists of more than one person the covenants by the Transferee hereinbefore contained shall be



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deemed to have been given by such persons jointly and severally

4. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £15,000

THE COMMON SEAL of ESSEX )
COUNTY COUNCIL was here- )
unto affixed in the )
presence of: )

Assistant Clerk of the Council:

SIGNED SEALED AND DELIVERED)
by the said RONALD WILLIAM )
WADE in the presence of: )

Electrician
38 Tomlins Orchard
Basildon
Essex

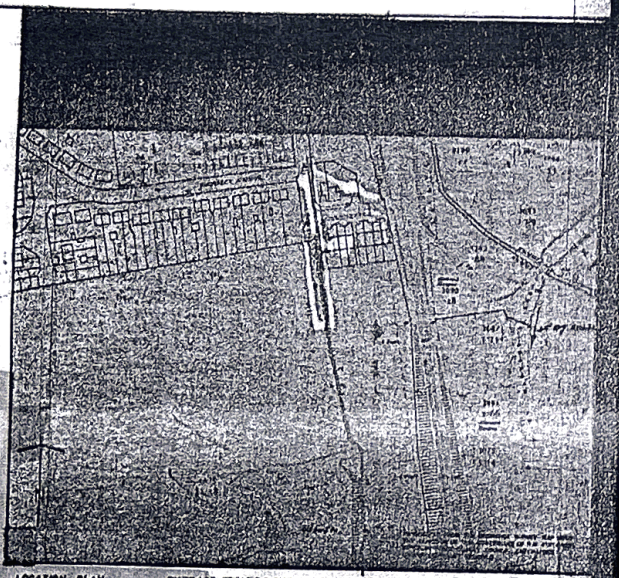


This official copy is incomplete without the preceding notes page.

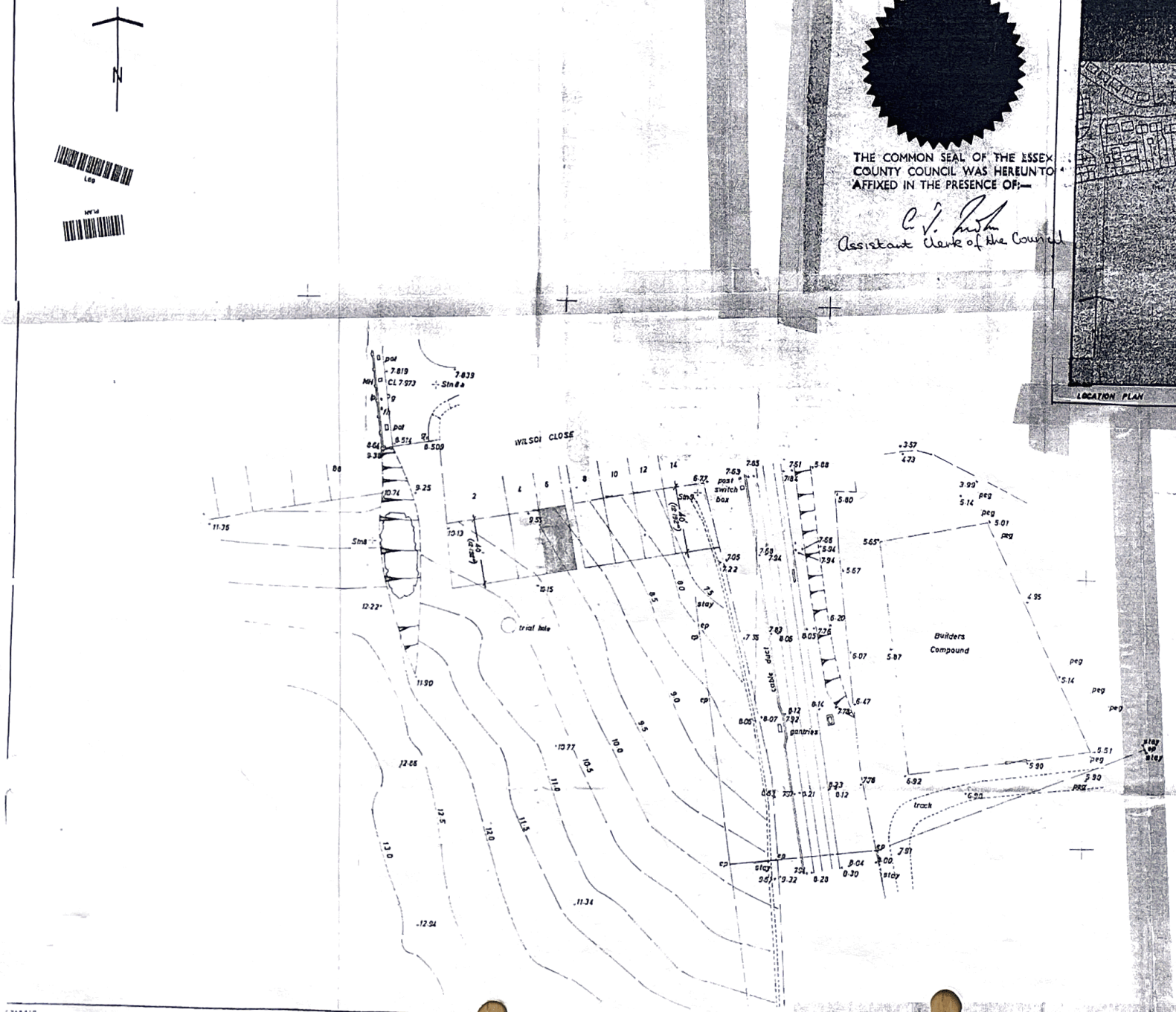
This official copy is incomplete without the preceding notes page

THE COMMON SEAL OF THE ESSEX COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:—

Assistant Clerk of the Council



LOCATION PLAN EXTRACT FROM O.S. SHEETS TG 6861 & 6862 SCALE 1:2500




**LEGEND**

| | |
|---|---|
| Stn | SURVEY STATION |
| pot | POST OFFICE TELEPHONES |
| MH | MANHOLE |
| fh | FIRE HYDRANT |
| lp | LAMP POST |
| ep | ELECTRICITY POLE |
| g | GULLEY |

ALL LEVELS RELATED TO O.S.B.M. VALUE 6.593m SITUATED ON NUMBER 1 PROSPECT AVENUE.

Alan Willis DA (Edin) RIBA
Essex County Architect
County Hall
Chelmsford CM1 1LB
telephone 67222

job STANFORD-LE-HOPE / CORRINGHAM COMPREHENSIVE SCHOOL, BUTTS LANE.

drawing

| scale | drawn by | date |
|---|---|---|
| 1:500 | GS-H | OCT '77 |

| drawing number | revision |
|---|---|
| LS 3584 | |

20

**Butcher Kay**

**From:** Kay Butcher <kaybutcher75@gmail.com>
**Sent:** 22 April 2022 17:26
**To:** Butcher Kay
**Subject:** Fwd: Fw: Your Ref no. MDH.JD.48104HAY

---------- Forwarded message ---------
From: **Kay Butcher** <kaybutcher75@gmail.com>
Date: Tue, 5 Oct 2021, 10:39
Subject: Fwd: Fw: Your Ref no. MDH.JD.48104HAY
To: <kay.butcher@nelft.nhs.uk>

---------- Forwarded message ---------
From: **richard butcher** <lumpy99uk@yahoo.com>
Date: Thu, 10 Dec 2020, 23:50
Subject: Fw: Your Ref no. MDH.JD.48104HAY
To: Butcher Kay <kaybutcher75@gmail.com>

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "stanford@penmanslaw.co.uk" <stanford@penmanslaw.co.uk>
**Sent:** Fri, 17 Aug 2018 at 13:12
**Subject:** Your Ref no. MDH.JD.48104HAY
We write in connection to our E Mail dated 14Th August in which we stated that we will oblige your client Mrs Hayes access through our garden for the purpose of her building works, but ONLY with prior permission/consent from ourselves which has been clearly documented on numerous occassions.

On the 16th August there was some activity at the bottom of our garden where a stranger, a man unknown to ourselves, was on our property at the request of your client. We had no prior knowledge of this man and I had to approach him to ask him to vacate our side of the property. We would therefore urge you to speak to your client to reiterate the facts as they stand at this moment in time.

We would point out that we are a neighbourhood watch community where, in the past, there has been criminal activity and, should we see anyone on our property or indeed suspicious, we will have no alternative but to call the police.

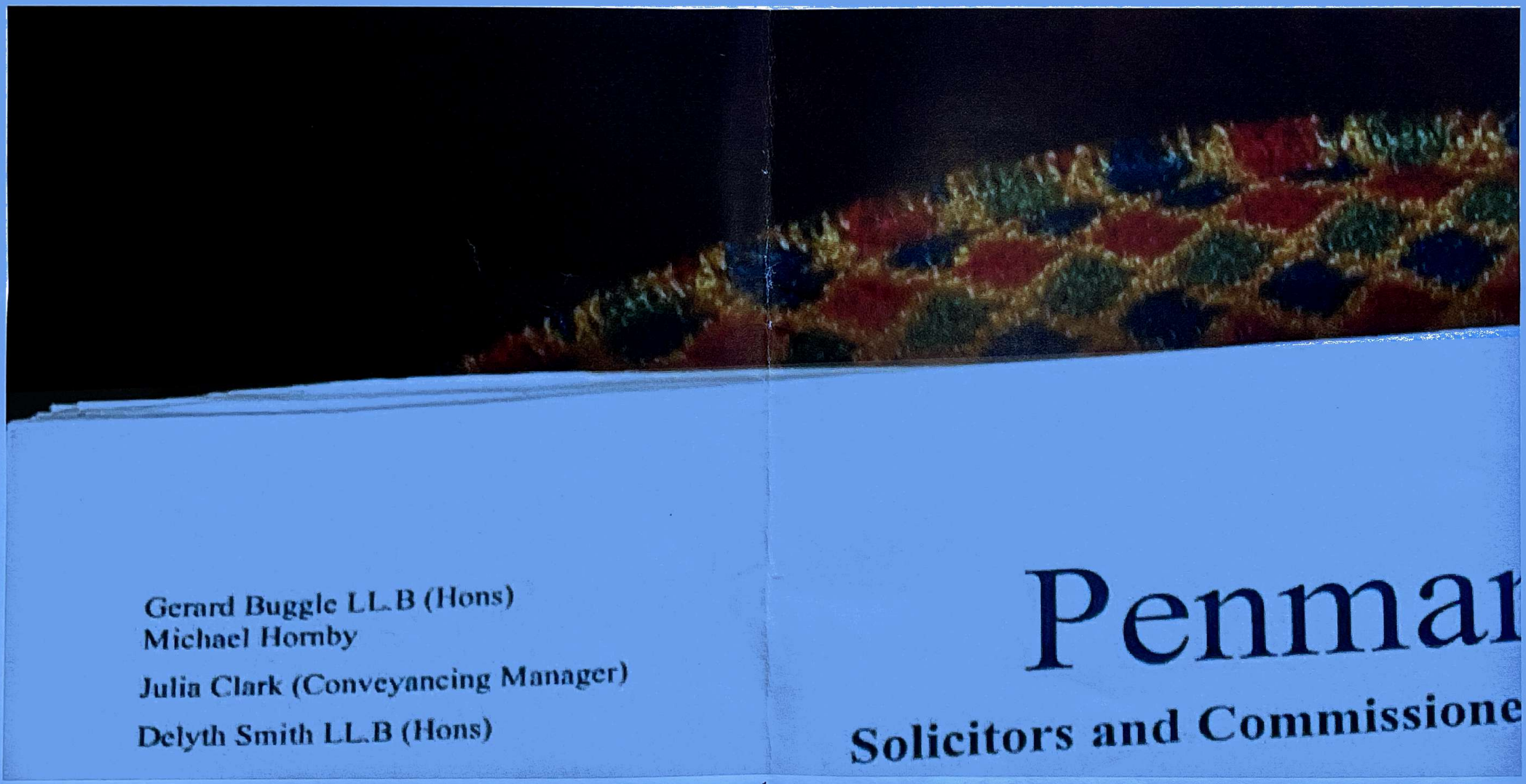
Yours faithfully,

Mr & Mrs Butcher

Sent from Yahoo Mail on Android

**Butcher Kay**

**From:** richard butcher <lumpy99uk@yahoo.com>
**Sent:** 24 April 2022 23:12
**To:** Butcher Kay
**Subject:** Threatening Letter 1



Mr R Butcher
6 Wilson Close
Stanford-le-Hope
Essex
SS17 0LA

MDH.JD.48104/HAY

9th August 2016

Dear Mr Butcher

**Re: Right of Way over 6 Wilson Close, Stanford-le-Hope**

We are instructed by your neighbour Mrs U K Hayes of 4 Wilson Close regarding her right of way over your property No. 6 Wilson Close.

A Conveyance of 4 Wilson Close dated the 24th January 1969 granted the owners of the property and their successors a right of way over the land edged green on the enclosed plan. We understand that subsequently the owners of properties in Wilson Close purchased pieces of land at the rear of each property and when our Client purchased 4 Wilsons Close in 1983 she used a right of way at the rear of the additional piece of land purchased by your predecessors which is edged brown on the enclosed plan.

this was EX-77 and no longer in use

As this right of way has been exercised for a period in excess of 20 years we would argue that she has acquired a prescriptive right over the land coloured brown and we are instructed to apply to the Land Registry for registration of an easement.

We have been advised by our Client that you have now blocked her access over the brown land and we must ask you to remove any obstruction immediately. We do suggest you seek legal advice on your position and confirm to us by no later than close of business on Friday the 12th August that our Client's access will be restored.

Yours faithfully

Penmans Solicitors

Penmans
DX 34603 Stanford le Hope

MDH.JD.48104/HAY

EA RP BUTCHER
14617.2
22 August 2016

Dear Sirs,

**Re: Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We write further to your letter to your letter addressed to our clients of the 9th August. We have now had an opportunity of looking into the matter and enclose a Statutory Declaration sworn by the Registered Proprietor when our clients purchased the property in 2011, wherein you will see that Vivienne Childs states that the passageway was no longer in existence and the land actually forms part of her garden throughout her period of ownership and the ownership of her predecessor Frank John Wade who acquired the garden land to rear of the passageway in 1984 , when the land was incorporated into the overall garden.

You will note that your client had already lived at the property for twenty eight years when the Statutory Declaration was entered into.

It can therefore be proven that your client has not exercised her right of way for a considerable amount of time and we consider that your client has now abandoned this right.

Notwithstanding the above, our client is happy for your client to exercise her right of way on notice ie she may knock on their door and request them to open the gate for her and they will be more than happy to grant her reasonable access.

You will note that your clients right of way does not stipulate she has a right of way 'at all times'.

Your client will appreciate that to allow her to use their garden without notice would greatly affect their privacy and quiet enjoyment of their land which would be unreasonable.

Yours faithfully,

M REYNOLDS PARTNERSHIP

JAC

# PENMANS

09 JUN 2011

## Solicitors & Commissioners for Oaths

83A St John's Way Corringham SS17 7LL
Tel (01375) 673968 Fax (01375) 361811

PAGE 6

# PENMANS PROPERTY INFORMATION QUESTIONNAIRE FOR FREEHOLD PROPERTIES

## IMPORTANT NOTES TO SELLERS

* This form is unique to our firm and the purpose is to supply information to the buyer which it is anticipated they will require rather than waiting for their solicitors to raise the questions. This will then, hopefully, speed up the transaction. Therefore, please complete this form carefully. It will be sent to the buyers solicitors and may be seen by the buyer. If you are unsure how to answer any of the questions, ask us before doing so.

* For many of the questions you need only tick the correct answer. Where necessary, please give more detailed answers (on a separate sheet of paper if necessary). Then send all the replies to us so that the information can be passed to the buyers solicitors.

* The answers should be those of the person whose name is on the deeds. If there is more than one of you, you should prepare the answers together.

* It is very important that your answers are correct because the buyer will rely on them in deciding whether to go ahead. Incorrect information given to the buyer through us, or mentioned to the buyer in conversation between you, may mean that the buyer can claim compensation from you or even refuse to complete the purchase.

* It does not matter if you do not know the answer to any question so long as you say so.

* The buyer will be told by his solicitor that he takes the property as it is. If he wants more information about it, he should get it from his own advisers, not from you.

* If anything changes after you fill in this questionnaire but before the sale is completed, tell us immediately. This is as important as giving the right answers in the first place.

* Please pass to us immediately any notices you have received which affect the property. The same goes for notices which arrive at any time before completion.

* If you have a tenant, tell us immediately of any change in the arrangements but do nothing without asking us first.

* You should let us have any letters, agreements or other documents which help answer the questions. If you know of any which you are not supplying with these answers, please tell us about them.

SELLER'S NAME(S): CHILD

ADDRESS OF THE PROPERTY: 6 WILSON CLOSE

Please tick the appropriate box and/or add explanations.

## BOUNDARIES

1.1. Which boundaries to your property have you actually repaired or maintained?

| | |
|---|---|
| (Please give details) | LEFT & BACK (PAINTED FENCE)<br>RIGHT (TRIMMED HEDGE) |

1.2. Do you know of any boundary being moved or changed in last 20 years?

| |
|---|
| (Please give details)<br>NO - I AM UNAWARE |

## DISPUTES

2.1. Do you know of any disputes about this or any neighbouring property?

| | |
|---|---|
| (NO) | YES: (Please give details) |

2.2. Have you received any complaints about anything you have/have not, done as owners?

| | |
|---|---|
| (NO) | YES: (Please give details) |

2.3. Have you made any complaints to neighbour about what the neighbour has / has not done?

| | |
|---|---|
| (NO) | YES: (Please give details) |

## NOTICES

3.1. Have you either sent/received any letters/notices which affect your property or the neighbouring property in any way (eg, from/to neighbours, the council or a government department)?

| | | | | |
|---|---|---|---|---|
| (NO) | YES | COPY ENCLOSED | TO FOLLOW | LOST |

3.2. Have you had any negotiations/discussions with any neighbour or any local or other authority which affect the property in any way?

| | |
|---|---|
| (NO) | YES: (Please give details) |

## GUARANTEES

4.1. Are there any guarantees or insurance policies of the following types:

(a) NHBC Foundation 15 or Newbuild?

| | | | | |
|---|---|---|---|---|
| NO ✓ | YES | COPIES ENCLOSED | WITH DEEDS | LOST |

(b)Damp course?

| | | | | |
|---|---|---|---|---|
| NO ✓ | YES | COPIES ENCLOSED | WITH DEEDS | LOST |

(c) Double glazing?

| | | | | |
|---|---|---|---|---|
| NO | YES ✓ | COPIES ENCLOSED FENSA CERTIFICATE | WITH DEEDS | LOST |

(d) Electrical work?

| | | | | |
|---|---|---|---|---|
| NO ✓ | YES | COPIES ENCLOSED | WITH DEEDS | LOST |

(e) Roofing?

| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |
|---|---|---|---|---|
| ✓ | | | | |

(f) Rot or infestation?

| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |
|---|---|---|---|---|
| ✓ | | | | |

(g) Central heating?

| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |
|---|---|---|---|---|
| ✓ | | | | |

(h) Anything similar? (e.g. cavity wall insulation)

| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |
|---|---|---|---|---|
| | ✓ | CAVITY INSULATION | | |

(i) Do you have written details of the work done to obtain any of these guarantees?

| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |
|---|---|---|---|---|
| ✓ | | | | |

4.2 Have you made or considered making claims under any of these?

| NO | YES: (Please give details) |
|---|---|
| (NO) | |

**SERVICES** (This section applies to gas, electrical and water supplies, sewage disposal and telephone cables.)

5.1. Do any drains, pipes or wires for these cross any neighbour's property?

| NOT KNOWN | YES: (Please give details) |
|---|---|
| (NOT KNOWN) | |

5.2. Do any drains, pipes or wires leading to any neighbour's property cross your property?

| | |
|---|---|
| NOT KNOWN | YES: (Please give details) |

5.3. Are you aware of any agreement which is not with the deeds about any of these services?

| | |
|---|---|
| NOT KNOWN | YES: (Please give details) |

**SHARING WITH THE NEIGHBOURS**

6.1. Are you aware of any responsibility to contribute to the cost of anything used jointly, eg repair of a shared drive, boundary or drain?

| | |
|---|---|
| NO | YES: (Please give details) |

6.2 Do you contribute to the cost of repair of anything used by the neighbourhood, eg the maintenance of a private road?

| | |
|---|---|
| YES | NO |

6.3. If so, who is responsible for organising the work and collecting the contributions?

| |
|---|
| |

6.4. Please give details of all such sums paid or owing, and explain if they are paid on a regular basis or only as and when work is required.

| |
|---|
| |

6.5. Do you need to go next door if you have to repair or decorate your building or maintain any of the boundaries?

| | |
|---|---|
| YES | NO |

6.6. If "Yes", have you always been able to do without objection by the neighbours?

| YES | NO (Please give details of any objection under the answer to Question 2 (Disputes) |
|---|---|
| | |

6.7. Do any of your neighbours need to come onto your land to repair or decorate their building or maintain the boundaries?

| YES | NO |
|---|---|
| | (NO) |

6.8. If so, have you ever objected?

| NO | YES (Please give details of any objection under the answer to Question 2 (Disputes) |
|---|---|
| | |

**ARRANGEMENTS AND RIGHTS**

7. Are there any other formal or informal arrangement which give someone else rights over your property?

| (NO) | YES: (Please give details) |
|---|---|
| | |

**OCCUPIERS**

8.1. Does anyone other than you live in the property? If "No" go to question 9.1. If "Yes" please give their full names and (if under 18) their age.

| YES: (Please give details) | NO |
|---|---|
| AARON JON CHILD = 05-07-99 (SON) (11)<br>HANNAH HOUSE CHILD = 26-01-02 (DAUGHTER). (9) | |

8.2.(a) Do any of them have any right to stay on the property without your permission?

(These rights may have arisen without you realising, e.g. if they have paid towards the cost of buying the house, paid for improvements or helped you make your mortgage payments)

| | |
|---|---|
| NO | YES: (Please give details) |

(b) Are any of them tenants or lodgers?

| | |
|---|---|
| NO | YES: (Please give details and a copy of any Tenancy Agreement) |

8.2(c) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)?

| | |
|---|---|
| NO | YES: (Please give details) |

**RESTRICTIONS**

9. If you have changed the use of the property or carried out any building work on it, please read the note below and answer these questions. If you have not, please go on to Question 10.

**NOTE**

The title deeds of some properties include clauses which are called "restrictive covenants". eg, forbidding the houseowner carrying out building work or using it for a business - unless someone else (often the builder of the house) gives his consent.

9.1 Do you know of any "restrictive covenant" which applies to your house or land?

| | |
|---|---|
| NO | YES |

9.2 If "Yes", did you ask for consent for the work or change of use?

| | |
|---|---|
| NO | YES (Please give details and a copy of any consent) |

9.3 If consent was needed but not obtained, please explain why not.

| |
|---|
| |

9.4 Give the name and address of the person entitled to the benefit of the restrictive covenant.

| |
|---|
| |

**PLANNING**

10.1. Is the property used only as a private home?

| | |
|---|---|
| YES | NO (Please give details) |

10.2.(a) Is the property a listed building or in a conservation area?

| | | |
|---|---|---|
| YES | NO | NOT KNOWN |

(b) If "Yes", what work has been carried out since it was listed or the area became a conservation area?

| |
|---|
| |

10.3(a)Have you applied for planning permission, building regulation approval or listed building consent any time?

| | | | | |
|---|---|---|---|---|
| NO | YES | COPIES ENCLOSED | WITH DEEDS | LOST |

(b) If "Yes", has any of the work been carried out?

| | |
|---|---|
| NO | YES: (Please give details) |

10.4(a) Has there been any change of use of the property in the last 10 years?
(e.g. dividing into flats, combining flats or using part for business use)?

| | |
|---|---|
| NO | YES: (Please give details) |

(b) If "Yes", was planning permission obtained?

| | | | | | |
|---|---|---|---|---|---|
| NO | NOT REQUIRED | YES | COPIES ENCLOSED | TO FOLLOW | LOST |

**FIXTURES**

11. Do you own outright everything included in the sale?

| | |
|---|---|
| YES | NO: (Please give details) |

(Give details of anything which may not be yours to sell, eg anything rented or on H.P.)

**EXPENSES**

12. Have you ever had to pay for the use of the property?

| | |
|---|---|
| NO | YES: (Please give details) |

(Ignore council tax, water rates, gas, electricity and phone bills. Disclose anything else: eg the clearance of cess pool or septic tank, drainage rate, rent charge.)

**GENERAL**

13. Has the property been altered or added to in any way since its original construction?

| | | |
|---|---|---|
| Yes (Please give details, date when work done and supply copy of planning permission/building regulations/consents and developers consent) | No | Not known |

14.1 Please state when the central heating system was installed

| Year | Don't know ✓ |
|---|---|

14.2 Please confirm that the central heating boiler and system are your own unencumbered property.

| Yes (circled) | No (Please give details) | Not known |
|---|---|---|
| | | |

14.3 Please supply details of any guarantees or service contracts for the system.

| Please give details | None ✓ |
|---|---|
| | |

14.4 If the system was installed after the 1st April 2002 do you have a Corgi Certificate of installation?

| Yes, (enclose copy) | Don't know ✓ |
|---|---|
| | |

15. Please confirm that all rubbish at the property will be removed before completion.

| Yes (circled) | No (Please give details) |
|---|---|
| | |

16. Please confirm that all services connected to the property have been enjoyed continuously by you without any interruption whatsoever.

| Yes (circled) | No (Please give details) | Not known |
|---|---|---|
| | | |

17. Please confirm that at completion a full set of keys to the property will be available.

| | |
|---|---|
| Yes | No (Please give details) |

18. Is this sale dependent on you buying another property?

| | |
|---|---|
| Yes | No |

19. Please confirm that all the outbuildings are included in the sale.

| | |
|---|---|
| Yes | No (Please give details) |

20.1 Is there a garage at the property? If so when was it built and please provide all planning/building regulations/permissions.

| | |
|---|---|
| Yes (Please give details) | No |

20.2 Is it approached via a private or combined access?

| | | |
|---|---|---|
| Private | Combined | Not applicable |

20.3 If there is no garage, do you have use of a garage by way of licence.

| | | |
|---|---|---|
| Yes (Please give details) | No | Not applicable |

21. Are you aware of any expenditure by the Local Authority which has not yet been registered?

| | |
|---|---|
| Yes | No but no warranty is given that there are none |

22. Have you any knowledge of any change in the property's easements or covenants or other matters during your occupation or before?

| | |
|---|---|
| Yes (Please give details) | No but no warranty is given that there have been none |

23. Can you confirm that the sale proceeds will discharge all secured borrowing on the property.

| | |
|---|---|
| Yes | No (Please give details) |

24. If any works were carried out after the 1st January 2005 to the electrical system at the property please provide either a copy of the building regulation approval or alternatively a certificate of approval by a registered NIC EIC electrician.

| |
|---|
| Documents enclosed |

25.1 Does the telephone instrument on the property belong to British Telecom?

| | |
|---|---|
| Yes | No |

25.2 Do you intend to transfer the telephone number?

| | |
|---|---|
| Yes | No |

25.3 Please confirm that you will not arrange disconnection before completion of any telephone services

| | |
|---|---|
| Confirmed | Not confirmed |

26. Have you applied to the Local Authority for an improvement grant? If so, please supply details.

| | |
|---|---|
| Yes | No |

27.1 Are there any security devices or alarms fitted at the property? If so please give details including any guarantees or maintenance agreements

| | |
|---|---|
| Yes (Please give details) 29/08/07 SCANTRONIC 9651 (IN PLACE OF existing one that was already here) | No |

27.2 Is the alarm owned by you or is it rented?

| | | |
|---|---|---|
| Owned | Rented (Please supply a copy of the Rental Agreement) | Not applicable |

27.3 If rented, is there a service agreement?

| | | |
|---|---|---|
| Yes (Please supply a copy) | No | Not applicable |

27.4 Is there a guarantee?

| | | |
|---|---|---|
| Yes (Please supply a copy) | No | Not applicable |

27.5 Please confirm that the code for the alarm will be given to the Buyer upon completion

| | | |
|---|---|---|
| Yes | No | Not applicable |

27.6 Please confirm that the instructions, service agreement (if applicable) and guarantee will be left at the property upon completion.

| Yes | No | Not applicable |
|---|---|---|
| | | |

28. Does the property benefit from cavity wall insulation?

| Yes | No | Not known |
|---|---|---|
| | | |

29. Since 1 April 2002, have any replacement windows, roof lights, roof windows or glazed doors been installed at the property? If so please produce either a FENSA certificate or a certificate issued under the Local Authority Building Control

| Yes (please give date)(copy certificate enclosed) | No |
|---|---|
| 02/07/02 | |

30. Please confirm that there has been no breach of any covenants affecting the property so far as you are aware.

| Confirmed | No (please give details of breach) |
|---|---|
| | |

31.1 Does the property benefit from any access ways/footpaths?

| ~~Yes~~ (Details) Various ~~SIDE ACCESS~~ | No |
|---|---|
| | |

31.2 Have you encountered any problems when using them. If so, please provide full details.

| Yes (Details) | No | Not applicable |
|---|---|---|
| | | |

31.3 If it is not adopted, who owns it?

| Owner (Give name and address) | Don't know | Not applicable |
|---|---|---|
| | | |

31.4 What rights have you been granted to use it?

| Details of Rights | Don't know | Not applicable |
|---|---|---|
| | | |

31.5 Have you been asked to contribute towards its repair and/or maintenance?

| Yes | No | Not applicable |
|---|---|---|
| | | |

32. Please confirm you own everything outright referred to in the Fixtures Fittings and Contents Form.

| Confirmed | No (Give details) |
|---|---|
| | |

33. If you are removing any fixtures and fittings from the property. Please confirm that any damage caused to the property will be made good prior to completion.

| Confirmed | No (Why) | Not applicable |
|---|---|---|
| | | |

34. Please confirm that if any light fittings are being removed they will be replaced with standard light fittings and left in a safe and good working order.

| Confirmed | No (Why) | Not applicable |
|---|---|---|
| | | |

35. Please provide a list of any plants and shrubs which you intend to remove from the garden.

| Yes (Please list) | Not yet decided | None to be removed |
|---|---|---|
| | | |

36. Please complete the attached Utilities Questionnaire

| Completed and Enclosed<br><br>(Please tick) ✓ |
|---|

37. Please complete the attached Overriding Interests Questionnaire.

| Completed and Enclosed<br><br>(Please tick) ✓ |
|---|

**Signature(s) of sellers**.....

.....

**Date** 9/6/11

(please ensure that you have completed your name and address on the front of this document.)

## UTILITY COMPANY DETAILS

| | |
|---|---|
| **Property:** | 6 WILSON CLOSE, SL7, ESSEX. SS17 0LA |
| **Seller:** | MRS V CHILD |

**GAS**

| | |
|---|---|
| **Name:** | NPOWER |
| **Address:** | POBOX 93, PETERLEE, SR8 2XX |
| **Account/Ref No:** | 727 69920 (CLAIR |
| **Telephone No.:** | 0845 602 6363 10.20 |

**ELECTRICITY**

| | |
|---|---|
| **Name:** | NPOWER |
| **Address:** | PO BOX 93, PETERLEE, SR8 2XX. |
| **Account/Ref No:** | 065 5103 5957 |
| **Telephone No.:** | 0845 672 0073. |

**WATER COMPANY**

| | |
|---|---|
| **Name:** | ESSEX & SUFFOLK WATER |
| **Address:** | PO BOX 292, DURHAM, DH1 9TX |
| **Account/Ref No:** | 6116 2974 0012 ✓ (READ METER ON MON |
| **Telephone No.:** | 0845 782 0111 ✓ RING BACK 4.50pm |

**DRAINAGE/SEWERAGE COMPANY (IF DIFFERENT)**

| | |
|---|---|
| **Name:** | ANGLIAN WATER |
| **Address:** | PO BOX 770, LINCOLN, LN5 7WX |
| **Account/Ref No:** | 1269923 79 (4.99) |
| **Telephone No.:** | 08457 919155 ✓ ( 4.45pm ) |

**RATING AUTHORITY**

| | |
|---|---|
| **Name:** | THURROCK COUNCIL |
| **Address:** | POBOX1, CIVIC OFFICES, NEW ROAD, GRAYS, ESSEX. RM17 6LT |
| **Account/Ref No:** | 2204394078 |
| **Telephone No.:** | 01375 652875 ✓ (4.30 PM) |

**TELEPHONE**

| | |
|---|---|
| **Name:** | VIRGIN MEDIA ✓ |
| **Address:** | MEDIA HOUSE, BARTLEY WOOD BUSINESS PARK, HOOK, HAMPSHIRE RG27 9UP |
| **Account/Ref No:** | 6136057 04 |
| **Telephone No.:** | 0845 4541111 |

**You must have all your meters read on the day of completion and inform the relevant authorities of a forwarding address.**

**Signed** ..... **Signed** .....

**Date** .....

## OVERRIDING INTERESTS

Certain unregistered rights may affect the property of which you are aware and which may not be apparent from the title deeds.

Please tell us, by ticking the appropriate box, whether or not you are aware of any of the following affecting the property:

| | Not aware of any | Yes, as follows:- |
|---|---|---|
| Rights of Way | ✓ | |
| Drainage Rights | ✓ | |
| Rights of Water | ✓ | |
| Water Courses | ✓ | |
| Rights of Common | ✓ | |
| Customary rights (e.g. rights to pasture and graze animals on common land) | ✓ | |
| Public right (e.g. rights of passage along private highways rights of passage in navigatable waters | ✓ | |
| Rights of minerals or soil | ✓ | |
| Rights of timber or crops | ✓ | |
| Rights to graze sheep or pasture cattle | ✓ | |
| Rights of fishing | ✓ | |
| Liability to pay Crown rents | ✓ | |
| Liability to repair the chancel of any church | ✓ | |
| Liability in respect of embankments, sea and river walls | ✓ | |
| Liability to pay corn rent | ✓ | |
| Squatters rights affecting the property | ✓ | |
| Rights of persons in occupation | ✓ | |
| Local Land Charges | ✓ | |
| Manorial Rights (e.g. the Lords rights of sporting, mines and minerals, holding fairs and markets, liability of construction and maintenance of dykes and ditches, canals and other works) | ✓ | |
| Leases for 21 year or less | ✓ | |
| Public - Private Partnership Leases | ✓ | |
| Rights to coal | ✓ | |
| Franchises | ✓ | |
| Any other rights or liabilities affecting the property | ✓ | |

Signed .....

Signed ..... Dated.....

**I VIVIENNE CHILDS** of 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. I purchased the property 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA on the 10th January 2007 which property is registered at the HM Land Registry under title number EX296977 and EX210733 (the Property).

2. The filed plan to title number EX296977 shows a passage way to the rear of that title coloured brown on the enclosed plan and marked 'A'. The passage way is no longer in existence and the land actually forms part of the garden and has done so throughout the period of my ownership and the ownership of my predecessor Frank John Wade who acquired the garden land to the rear of the passage way in 1984 at which time the land was incorporated in the overall garden.

3. I have occupied the property including the passage way since the date of my purchase and have been in full and undisturbed possession and enjoyment of it continuously without any claim adverse to my title.

4. The facts stated in this declaration are in my own knowledge.

**AND I MAKE** this solemn declaration conscientiously believing it to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

**DECLARED** by the above named

at Grays

in the County of Essex

this 26th day of July 2011

before me,

A Commissioner for Oaths/Solicitor

Attwood & Co.
20 London Road
Grays, Essex
RM17 5XY

HM Land Registry
Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Mr and Mrs Butcher
6 Wilson Close
Stanford-le-Hope
SS17 0LA

Date
24 May 2017

Your ref

Our ref
Y802DLP

Proprietor/Applicant **Richard John Butcher and Kay Butcher**

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Dear Mr and Mrs Butcher

We have received an application for registration of the above property from Penmans of Stanfod-le-Hope.

In order to progress this application, HM Land Registry have requested an Ordnance Survey surveyor visit to the property to obtain information to update our records.

Ordnance Survey will endeavour to carry out the visit within the next two weeks.

The surveyor will have no detailed knowledge of your application and will be unable to comment on it.

If the site is open or there is unrestricted public access to it (such as open gardens, farmland, roadway and so on) the surveyor will obtain the data required without further recourse to you.

However, if access is not freely available the Ordnance Survey surveyor will seek permission (in person or by telephone) from you or the above named applicant before entering the site. If the surveyor is unable to complete the inspection they may attempt to arrange a convenient appointment or revert the survey back to HM Land Registry to progress.

As such there is no need for you to be present or to contact HM Land Registry on receipt of this letter, unless you wish to.

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

DX 321601 Gloucester 33

peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

Please note when making appointments that surveyors will not enter a property if they believe that minors (under 18 years of age) are the only people in the property. Please also ensure you notify all parties residing at the property of the survey.

On arrival at the site, the surveyor will be able to give you an estimate of the time the visit will take following a brief assessment. If the estimated time is likely to cause a problem, please let the surveyor know.

All surveyors carry identification documents.

You are reminded of your obligation/need to act responsibly and with care towards members of Ordnance Survey staff. This includes ensuring that any potentially dangerous pets and other animals are kept securely away, and also of the need to clearly identify any hazards or dangers both in respect of the land, and any buildings or materials or substances in it.

To make an appointment or to inform of known hazards or access issues, please contact Ordnance Survey quoting your name, contact details, title number, property description and the HM Land Registry reference above by:-

**Phone: 0345 375 7585**

**Email: OSLandRegistrySurveyAppointments@os.uk**

**Or visit and complete the online web form: www.os.uk/surveyorvisit**

Alternatively please inform the surveyor on site before they enter the property if you are aware of any hazards or dangers on the property.

If you wish to query the contents of this letter, please contact HM Land Registry on the number at the bottom of this letter.

If you wish to enquire around the progress of the application, please contact your solicitor/conveyancer separately. We have informed them of the surveyor's proposed visit.

This letter is for information only and does not need an acknowledgement. Thank you for your co-operation.

If you would like to discuss this correspondence or require it in an alternative format please contact us, quoting our reference.

Yours sincerely

Sarah Wilson
0300 0063092

JULY 2017

**Fred Sargeant**
**2 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**Richard and Kay Butcher**
**6 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Dear Mr. Sargeant

It has come to our attention, that a confidential legal dispute, between ourselves and Mrs Hayes, has been breached. Several people, including the previous owner, Vivian Childs, have been approached by you for information pertaining to no. 6 Wilson close, a property owned by us.

We are reasonable hard working people who are genuinely saddened by this dispute which, unfortunately, continues to alginate us from the Close. In the interest of salvaging any relationship with our neighbours of proximity and the wider community, we respectfully request this ongoing legal dispute remain confidential to the parties involved which does not include yourself. Any further attempt to intervene with the course of proceedings could be deemed as malicious.

We reserve the right to rely on the contents of this letter should this matter progress to the attention of the Court. In the meantime, a copy of the same has been sent to Penmans Solicitors.

CC Penmans Solicitors

Yours faithfully

Mr and Mrs Butcher

HM Land Registry
Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Richard and Kay Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
19 October 2017

Your ref
NONE

Our ref
L226CRP

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard and Kay Butcher**

Dear Mr and Mrs Butcher

Thank you for your letter of 26 September 2017 telling us you object to the application made by Ursel Klara Hayes to register an easement.

As this is a legal matter, which raises technical questions, I would suggest you consider seeing a Solicitor or other legal adviser about your rights. We cannot give you legal advice.

When somebody objects to an application, we must notify the applicant, and we cannot complete it until the issue is resolved. But we can complete the application if we consider that the objection is "groundless". This means the objector has not raised any legal or factual challenge which deals with the merits of the application. If **the Registrar decides that** the objection is groundless, then under the Land Registration Act 2002 the application must go ahead regardless of the objection. **The objection will be cancelled**.

We consider the objection from all the information which is currently available, and we make our decision having weighed up all the arguments so far raised.

I am the lawyer dealing with your objection, and I am writing to you to obtain further information in order to assess whether your objection is groundless.

If your objection is determined as groundless in very limited

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

circumstances you may be able to challenge this action in a court process that is called judicial review. The process is expensive, time consuming, and legally complex. There is also a three month time limit from the date of the cancellation **of the objection**.

Applications to court for judicial review of a HM Land Registry decision are not usually successful. In particular, you should be aware that judicial review will not be successful where HM Land Registry's decision has been:

- made on the correct legal basis, or
- made so as to put in effect an existing court order, such as a bankruptcy or charging order.

In considering the objection you have lodged I make the following comments which you may wish to consider. The application is an application to register an easement. It is not an application for registration based on adverse possession so the comments you make concerning occupation and possession, and the references to decisions based on adverse possession such as *Powell v McFarlane* and *Buckinghamshire County Council v Moran,* are largely irrelevant.

In so far as the claimed right of way is concerned you say that it is "unfounded and without merit" but do not explain why you say this. You have commented that the use has been barred since 2016 but this on its own may not be sufficient to show that the right had not been established prior to 2016. The applicant claims to have used the right since 1983 until 2016, a period in excess of 30 years.

You say that you are not aware of the evidence relied upon by the Applicant. I enclose a copy of the ST4 submitted in support.

You also sent us a copy of a statutory declaration made by Vivienne Childs in 2011. This does not appear to relate to the right of way claimed by the applicant, although the plan referred to in paragraph 2 of the declaration appears to have become detached and I am not able to see the route of the passage coloured brown to which she refers.

You may have more information about this application that you have not yet sent to us. If so, please send this to me by 9 November 2017 at the latest, otherwise as explained above, we may conclude that you have not shown an arguable case why the application to register an easement should not be completed, and we may complete the application.

HM Land Registry
Peterborough Office

**Sent by email**

Richard Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Email sent to:
lumpy99uk@yahoo.com

Date
8 November 2017

Your ref
none

Our ref
L226CRP

| | |
|---|---|
| Proprietor/Applicant | **Richard John Butcher and Kay Butcher** |
| Title number | **EX210733** |
| Property | **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)** |

Dear Mr Butcher

Further to your email the lawyer dealing with your application has confirmed that an extension of time can be given to enable you to provide further information in respect of your objection.

A further two weeks has been granted taking the expiry date of the notice period to 23 November 2017.

If you would like to discuss this correspondence or require it in an alternative format please contact us, quoting our reference.

Yours sincerely

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

DX 321601 Gloucester 33

peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

Sue Lamberton
0300 006 3050

Legal & Contingency Limited
C/O Laura Thomas
60 Fenchurch street
London
EC3M 4AD

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

14th November 2017

Your Ref no. CI620

**Re: Claim Number CI620**
**Property: 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA**
**Policy no. DT-PP48671**

Dear Laura

Further to recent correspondence, please find enclosed a full application bundle prepared in date order for which we trust will allow you to complete your determination of the said coverage. We would kindly urge you to return the application bundle as it is, once your assessment is complete.

To clarify, the B13 Notice of Application was received by us during an ongoing legal dispute re Title number(s): EX296977 and EX210733, for which our neighbours, through their Solicitors, Penmans, are claiming that they have a right of access. However, from what you have said, this does not appear to be the case. This dispute has been ongoing now for over a year. The latest correspondence from Penmans is dated 17th March 2017.

In the meantime, we sought to object to their B13 Notice of Application as it makes direct reference to Title number(s): EX296977 and EX210733.

We had rightly or wrongly assumed this matter was part of the ongoing legal dispute.

It may be that we have NOT received confirmation as to the outcome of this dispute and/or if the two issues (B13 and wider dispute) are one of the same matter.

The confusion may lie in the fact that disappointingly, we were never privy to the outcome of the land registry audit assessment at our neighbouring site, albeit we did request a copy of the said report.

We look forward to hearing from you. The deadline to respond to HM Land Registry is 23rd November 2017.

Yours faithfully

Mr and Mrs Butcher

HM Land Registry
Peterborough Office

**Private**

Richard John Butcher
6 Wilson Close
Stanford-le-Hope
SS17 0LA

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Date
18 December 2017

Our Ref
L226CRP

# B193(O) Notice of objection under Section 73(5) Land Registration Act 2002

Important: this notice is not a circular. Please read it carefully. If you do not know what to do you should consider taking legal advice.

| | |
|---|---|
| Title number | **EX210733** |
| Property | **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)** |
| Applicant | **Ursel Klara Hayes** |
| Applicant's representative | **Penmans** |

Dear Mr Butcher

Thank you for your message dated 12 December 2017. I note you object to the application affecting the above title and I have therefore notified the applicant of your objection under 73(5)(a) of the Land Registration Act 2002.

**How does this affect the application?**
As an objection to the application has been received, HM Land Registry cannot complete the application until the objection has been withdrawn or otherwise disposed of.

Just because an objection has been accepted does not mean that HM Land Registry considers that the objection will succeed, only that it is not groundless under section 73 of the Land Registration Act 2002.

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PO Box 75
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peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

**What happens now?**
The applicant must now consider whether they still want to proceed with or withdraw the application in the light of the objection that has been received. The applicant has until **11 January 2018** to confirm to me whether they wish to proceed with the application.

If the applicant decides to proceed and you continue to object, you will both be embarking on a process which could lead to a hearing before the Land Registration division of the Property Chamber, First-tier Tribunal (The Tribunal) or to proceedings in court.

An application, or an objection to an application, may be withdrawn at any time until HM Land Registry refers the matter to the Tribunal.

**If the applicant decides to proceed the other important dates in the dispute process are as follows:**

| Stage | Action by HM Land Registry | Date |
|---|---|---|
| Three Month stage | Reminder Letter | **21 March 2018** |
| Five Month stage | Issue of draft case summary | **25 May 2018** |
| Six Month stage | Matter referred to Tribunal | **27 June 2018** |

It may be that the parties can, through negotiations, come to agreement as to how the application and objection should be dealt with, avoiding the necessity for a referral to the Tribunal. Please let me know if you would like to negotiate with the other party if the applicant confirms that they wish to proceed and believe you can reach agreement. You can indicate this by placing a tick or cross in the appropriate box on the form enclosed with this letter and returning the form to us. If you wish to reply by e-mail please see the 'Conclusion' section below.

If all parties indicate they would like to negotiate, I will take no further action to refer the case to the Tribunal until after the six month stage to allow the negotiations to proceed. Please note however, that if one party fails to tell us that they wish to negotiate or indicates that they are unwilling to negotiate or negotiations break down, HM Land Registry must refer the case to the Tribunal.

I will write to the parties at the three month stage as a reminder that you are half way through the negotiation period. If I have not heard from both parties by the five month stage confirming that the parties have not only reached agreement, but also agree between them how their settlement is to be actioned, resulting in the cancellation or withdrawal of the application or the objection I will make preparations for the matter to be referred to the Tribunal. I will send a draft case summary to the parties prior to referring the matter to the Tribunal as referred to elsewhere in this notice.

**No negotiations or breakdown of negotiations**
If either party indicates they do not want to negotiate, or negotiations break down so that it is evident that agreement cannot be reached,

then HM Land Registry must at that stage refer the matter to the Tribunal under section 73(7) of the Land Registration Act 2002.

**Referral to the Tribunal**
When HM Land Registry refers a dispute to the Tribunal we send the Tribunal the case summary and copies of the documents referred to in the case summary.

The case summary will include details of the parties and their representatives and set out factual information about the application and the objection. The purpose of the case summary is limited to two matters. First it will provide the Tribunal with sufficient information to enable it to decide which party is to be the applicant, and which the respondent, for the purpose of the proceedings before it. Secondly it will enable the Tribunal to decide whether to hear the matter itself, or make a direction requiring one of the parties, usually the party it has designated as the applicant, to start proceedings in court. The case summary will only contain factual information, it will not contain details of all the parties' evidence and arguments. A copy of the case summary will be sent to you for comments as to any factual inaccuracies before the referral is made. The case summary will then be sent to the Tribunal when the referral is made.

**The role of the Tribunal**
The Tribunal is independent of HM Land Registry, and its role is to determine disputes arising from applications to HM Land Registry.

Once a case is referred to it, the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 will apply. These set out a formal process that must then be followed.

**Further Information**
Please take time to read the important guidance note below which is intended to assist people who receive a notice about a disputed application.

**The application**

With regard to the land affected I enclose an official copy of your title plan, EX210733. We have overlaid onto this a trace of the plan attached to the applicant's ST4 - she claims a right of way over the land tinted yellow. We have also overlaid onto your title plan a trace of the up to date Ordnance Survey detail which shows the position on the ground. You will see from this that the fence (shown by a black line on the Ordnance Survey plan) does not coincide with the red edging on your title plan, and that therefore there is a strip of land which, according to the Ordnance Survey detail, is within the fenced extent of your property, which does not fall within the red edging on the title plan - this is why we commented to you that we did not think that the application affected your title.

**Conclusion**
The applicant now needs to decide whether they wish to proceed with the application.

Can you please indicate either by returning the form enclosed with this letter or by e-mail to peterborough.office@landregistry.gov.uk, whether you would wish to negotiate with the applicant, if they confirm that they wish to proceed with the application.

**Please reply before 12 noon on 11 January 2018. If we do not hear from you by then, we will assume that you do not wish to negotiate and, if the applicant confirms they wish to proceed with their application we will commence referral of the matter to the Tribunal.**

We will of course inform you of the applicant's decision.

If you would like to discuss this notice or require it in an alternative format please contact me.

Yours sincerely

A White

Amanda White
Direct Line 0300 0063162

**Guidance Note**
This note is to help you understand our procedures if someone has objected to your HM Land Registry application or if you are objecting to an application made by someone else. It is not a substitute for independent legal advice, and you ought to consider taking independent legal advice if you are involved in such a dispute. HM Land Registry cannot give legal advice, only guidance about HM Land Registry procedures.

## 1. Background

HM Land Registry is the body which deals with applications to register land in England and Wales. Every registered property has its own unique title number, a register which shows who owns the property, and a plan on which the property is shown edged red.

Any application to HM Land Registry may be the subject of a dispute. For example, Mrs Smith claims that she has a right to walk over a footpath which crosses Mr Jones's garden. She applies to register the right over Mr Jones's property and we notify Mr Jones. Mr Jones then objects to the application because he argues that there is no such right. In this type of case we cannot complete Mrs Smith's application because of the objection. This note explains what we do when we receive an objection.

## 2. Notice of the application

Using the Mrs Smith/Mr Jones example again, when we receive the application by Mrs Smith (or her solicitors/conveyancers), we will serve notice on Mr Jones. This is a formal letter which tells Mr Jones about the application, and gives him a period of fifteen business days to reply. Mr Jones may consent to the application, object to it or do nothing. If no objection is received by us within that time, we will complete the application.

## 3. The objection

When we receive an objection we will check that it is valid. This does not mean that we will decide whether the objector is right, merely whether the objector has an argument to challenge the applicant's claim. If it appears to us that the objection is entirely without merit, then we will judge it to be 'groundless' and we will complete the application. In our example, Mr Jones might object because he believes the footpath is in poor condition and is an eyesore. Whilst Mr Jones might be reasonable in this view, it is not a valid objection because it does not relate to whether or not Mrs Smith has a legal right to use the footpath. If Mr Jones has nothing else to say about the matter, then we would treat his objection as 'groundless', and Mrs Smith's right would be registered.

But if the objection is not groundless we will send the applicant a formal letter telling her about the objection and we will send a letter to the objector explaining the action we have taken. Mrs Smith and Mr Jones will then have the following options:

- The applicant (Mrs Smith) may withdraw her application.
- The objector (Mr Jones) may withdraw his objection.
- They may decide to try and come to an agreement about the matter by negotiating.
- Either of them may decide to go to court to resolve the dispute.
- Either of them can request the matter to be referred immediately to the Land Registration division of the Property Chamber, First-tier tribunal ('the Tribunal'), which is a tribunal specifically set up to decide HM Land Registry disputes, similar to a court and entirely separate from HM Land Registry.

## 4. What happens next?

A lot of disputes are resolved by agreement. For this reason, at the same time that we notify the applicant of the objection we will ask both parties if they would like some time to negotiate. If they do, we will allow six months for them to try to reach agreement. If they can't reach agreement within that time, or at any

stage one or both of them tell us that they do not want to negotiate, we will send the case (refer it) to the Tribunal.

In addition, if one party starts proceedings in court whilst a disputed application is being processed by us, then we will immediately refer the dispute to the Tribunal which is likely to adjourn proceedings (keep them 'on hold') until the court has heard it and made a decision.

Once the dispute has been referred to the Tribunal, it is important that you are aware that nobody can withdraw from it without the agreement of the Tribunal.

## 5. The case summary

When we refer the dispute, we send a case summary to the Tribunal. This is a short document which sets out the basic facts and issues that are in dispute. Its only purpose is to help the Tribunal to answer some very basic questions such as

- who should be named as applicant?
- should the case be heard by the Tribunal, or should the Tribunal direct one of the parties to start court proceedings?

An example of a case summary is given in section *10 Appendix*. We will let the parties know that we intend to refer the case and will send them copies of the proposed case summary so they can comment if they wish, though the content will, in the end, be decided by HM Land Registry. Once the dispute has been referred to the Tribunal, we have no further role in the dispute until it has been decided by the Tribunal (or the Court). The Tribunal has its own set of rules governing the procedures that apply to its proceedings and you can find more information about the Tribunal at www.gov.uk/apply-land-registration-tribunal/overview

## 6. The role of HM Land Registry in these cases

HM Land Registry must always remain impartial. We might express a view about the case, but it is only a view and does not bind anyone. The Tribunal judges are not obliged to consider our views and will not usually even be aware of them. This means that when we refer the case, any letters which we have sent expressing our views will not normally be passed on to the Tribunal with the case summary and its enclosures.

Sometimes the people involved in the dispute find our input helpful in trying to come to an agreed settlement, and if we are asked to do so we shall try and assist. We will not take sides, but you should be aware that we might express views which do seem to favour one side rather than another. This will simply be because one side's argument appears stronger. However, whilst our views may be helpful because of our experience and impartiality, nobody is obliged to accept them or to take them into account.

Any correspondence and evidence that we receive in the dispute process is open to both sides therefore you should not send us confidential letters or documents to support your case.

## 7. The Tribunal

As a result of the referral to the Tribunal you may need to attend a hearing where you or your legal representative and the other parties will present your cases to a judge. The judge will decide which party wins the case and if any costs are payable by one party to another.

## 8. Costs

You will understand that costs are likely to be incurred in connection with the various procedures we have outlined, and you should be aware that the Tribunal has power to make an order for costs against either party in respect of the proceedings before it. There is also separate provision for the registrar to make an order for costs in some circumstances in relation to proceedings within HM Land Registry for example

where costs have been incurred prior to referral to the Tribunal. HM Land Registry's Practice Guide 38 (which is aimed at legal advisors) contains information as to costs in disputed applications. This is an important matter and you may therefore wish to consider taking legal advice. HM Land Registry cannot give you legal advice on this issue. All of our guides can be obtained from www.gov.uk/land-registry.

## 9. The Tribunal's decision

At the end of the Tribunal proceedings, the Tribunal will make an order. The order will usually tell us what action we should take; for example, in Mrs Smith's case, the Tribunal may decide that Mrs Smith has a right of way over Mr Jones's property and order us to complete the application by entering the right on Mr Jones's registered title.

## 10. Appendix

| **This case summary accompanies a notice to the Land Registration division of the Property Chamber, First-tier Tribunal under rule 5 of the Land Registration (Referral to the Adjudicator to HM Land Registry) Rules 2003.** | |
|---|---|
| **Title number(s)**: | AB12345 and AB7890 |
| **Property**: | 123 and 125 Steep Hill, New Town, Midshire |
| **Applicant**: | Sharon Smith |
| **Applicant's address**: | 123 Steep Hill, New Town, Midshire |
| **Applicant's legal or other representative**: | Hollys, 789 High Street, Down Town, Midshire<br>Ref:P/AD/12 |
| **Objector**: | Wayne Jones |
| **Objector's address**: | 125 Steep Hill, New Town, Midshire |
| **Objector's legal or other representative**: | Ivys, 321 Lower Road, Uptown, Midshire<br>Ref:JEC/XZ/541 |
| **Summary of core facts**: | The applicant is the registered proprietor of title number AB12345. The applicant claims the benefit of a right of way for pedestrian use over a pathway which leads from her property to the public highway, and which crosses the rear garden of the objector's property which is registered under title number AB7890. The claimed right does not appear on either registered title. The applicant claims the right has been acquired through long use (prescription). The objector contests the claim on the basis that he argues that the use has been with his licence and consent |

| | |
|---|---|
| **Details of application**: | The applicant has applied for the claimed right to be noted on the registers of title number AB12345 and title number AB7890 |
| **Details of objection**: | Notice of the application was served on the objector as the registered proprietor of title number AB7890. The objector has objected to the application on the ground that the right has not been used 'as of right' and has not arisen under the common law or The Prescription Act |
| **Anything else that the registrar considers to be appropriate:** | None |
| **Copy documents accompanying case summary:** | 1. Application in form AP1 dated 13 October 2013<br>2. Letter from Hollys to HM Land Registry dated 13 October 2013<br>3. Title plans and registers of title numbers AB12345 and AB7890<br>4. Statutory Declaration of the applicant dated 12th September 2013<br>5. Notice served on the objector dated 20 October 2013<br>6. Letter from the objector to HM Land Registry dated 6 November 2013 |
| Signed:<br>Land Registrar for and on behalf of the Chief Land Registrar<br>Dated: | |

**B193(O)**

1. Complete and sign this form

2. Return it to HM Land Registry (see page 1 of the notice for office address) by the reply deadline below

Date of notice: 18 December 2017
Title number: EX210733
Reply deadline: Before 12 noon on 09 January 2018

I am willing to negotiate with the other party/parties if they decide to proceed, as I consider that it may be possible to dispose of the objection by agreement

☐

OR

I am not willing to negotiate with the other party/parties if they decide to proceed, and would request that the matter be referred to the Land Registration division of the Property Chamber, First-tier Tribunal

☐

*Signed.....

Name in full (print).....

Date.....

**Every objector must sign*

*Office use only*
Our Ref: L226CRP

Land Registry

# Official copy of register of title

Title number EX210733 Edition date 12.10.2015

- This official copy shows the entries in the register of title on 8 May 2017 at 12:17:12.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 December 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA).

## B: Proprietorship register

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

### Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

# C: Charges register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX296977.

6 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

# Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of

# Schedule of restrictive covenants continued

one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

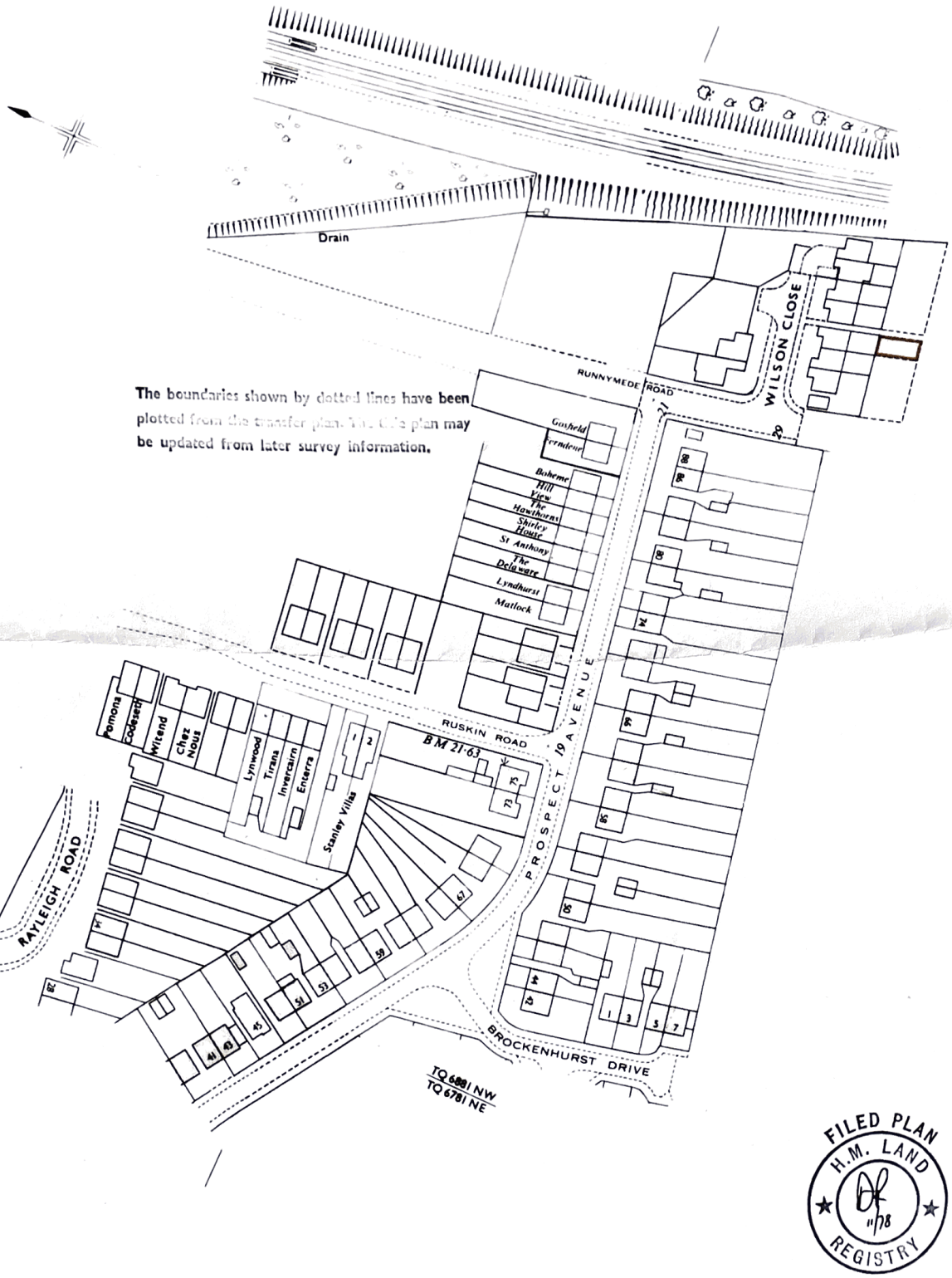
# Schedule of restrictive covenants continued

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

# End of register

| H.M. LAND REGISTRY | | TITLE NUMBER EX210733 | |
|---|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1976 |




**This official copy is issued, and shows the state of this title plan, on 8 May 2017 at 12:17:12.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
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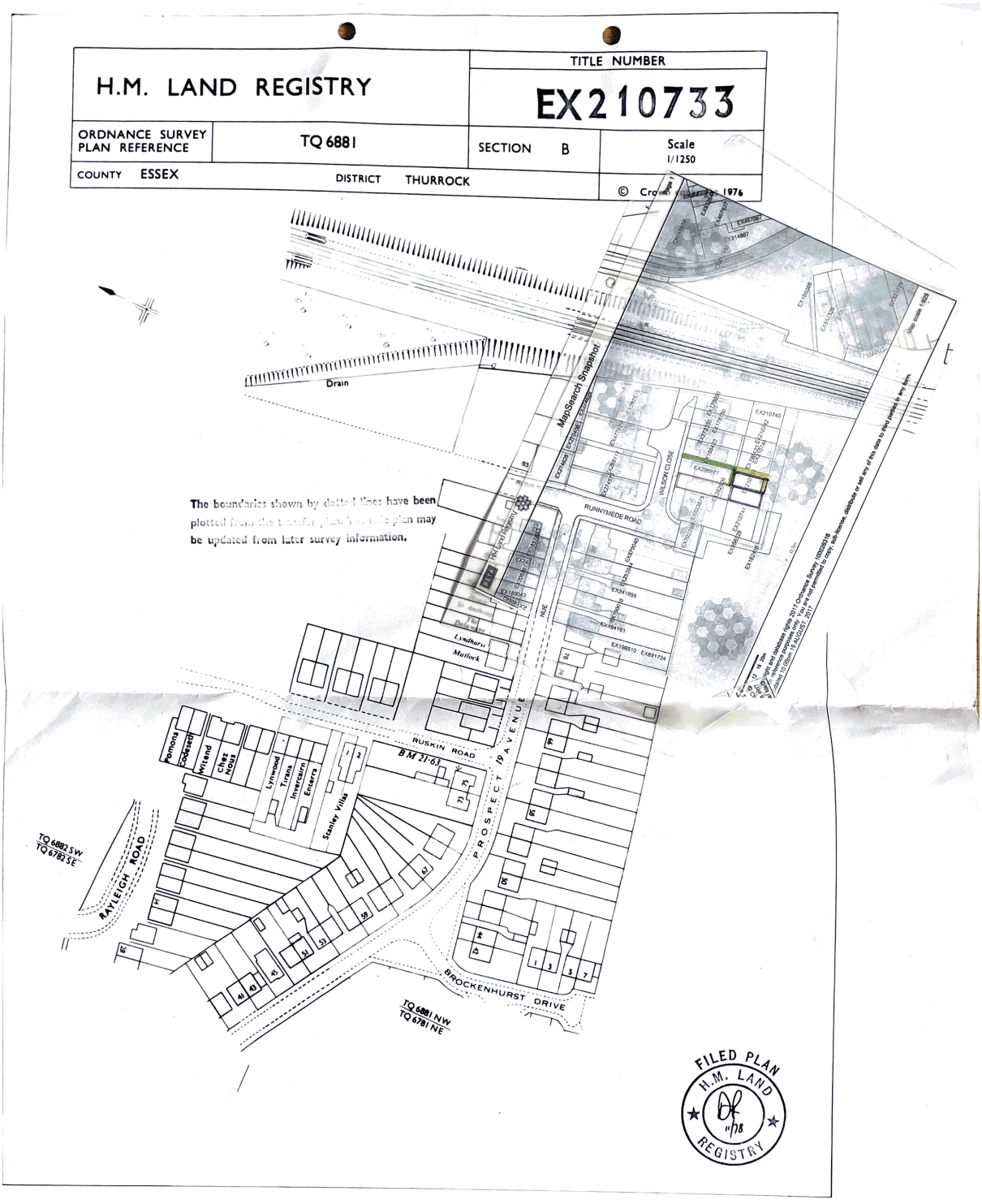


**This official copy is issued, and shows the state of this title plan, on 8 May 2017 at 12:17:12.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by HM Land Registry, Peterborough Office.**
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**Subject:** Fw: EX210733 Land to the rear of 6 Wilson closep

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 7:00

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "Peterborough. OfficeMail" <peterborough.office@landregistry.gov.uk>
**Cc:**
**Sent:** Mon, 8 Jan 2018 at 19:37
**Subject:** EX210733 Land to the rear of 6 Wilson closep
FAO AMANDA WHITE

Ref:L226CRP

To Amanda White

Thank you for your letter dated the 18th December 2017, with regards to this we are open to negotiations with the applicant Mrs Hayes should she choose to take the existing matter further.

Kind regards

Mr & Mrs Butcher

Sent from Yahoo Mail on Android

HM Land Registry
Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Kay Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
10 January 2018

Your ref
NONE

Our ref
L226CRP

Title number **EX210733**

Property **Land at the back of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Dear Mrs Butcher

Thank you for your recent email, confirming you are open to negotiations.

Unfortunately, the Notice B193(AR) issued to the Applicants at the same time was not received by them. We have therefore re-issued the Notice B193(AR) to the Applicants, which will mean that we will need to revise the other 'important' dates referred to on Page 2 of in the Notice B193(O) sent to you.

We will contact you after **31 January 2018**, to provide the revised 'important' dates.

Yours sincerely

H. Fiddy

Helen Fiddy
Direct line 0300 0063027

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

DX 321601 Gloucester 33

Tel 0300 006 0007
Email peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

HM Land Registry
Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Mr R Butcher and Mrs K Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
29 March 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW/PB Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard John Butcher and Kay Butcher**

Dear Mr and Mrs Butcher

In previous correspondence all the parties to this dispute confirmed their wish to negotiate.

In our notice of objection we informed you that a maximum of **six months** would be set aside for the parties to negotiate. The aim of the negotiations is for the parties to address their differences and attempt to reach an agreement as to how the application and objection should be dealt with, avoiding the necessity for a referral to the Land Registration division of the Property Chamber, First-tier Tribunal (the Tribunal).

We are now half way through that period and this letter is a **reminder** that unless we hear from the parties to the contrary, we will assume that negotiations are continuing.

However, unless we have received notification from the parties by **25 May 2018** that the dispute has been disposed of by agreement, we will prepare the matter for referral to the Tribunal. A draft case summary will be sent to both parties at that time without further notice.

If the dispute has not been disposed of by agreement by **27 June 2018**, we will refer the dispute to the Tribunal.

A dispute is not "disposed of by agreement" pursuant to section 73 of the Land Registration Act 2002 unless and until the application and objections lodged at HM Land Registry are fully dealt with or cancelled. The dispute will not therefore be "disposed of by

HM Land Registry
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PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

agreement" unless the parties agree whether or not the application should proceed.

Please note however, either party can request that the matter be referred to the Tribunal at any time during the dispute process.

Yours sincerely

A White

Amanda White
Direct line 0300 0063162

HM Land Registry
Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Mr R. Butcher and Mrs. K. Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
4 May 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW/PB Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard John Butcher and Kay Butcher**

Dear Mr and Mrs Butcher

In previous correspondence HM Land Registry indicated that unless we received notification that the dispute had been resolved by the five month stage preparations would be made to refer the matter to the Land Registration division of the Property Chamber, First-tier Tribunal (the Tribunal).

We have reached that stage and HM Land Registry has not been informed by the parties to this dispute that it has been disposed of by agreement. HM Land Registry must now prepare to refer this matter to the Tribunal pursuant to section 73(7) of the Land Registration Act 2002.

We enclose a copy of the case summary in draft. The case summary, together with copies of the documents referred to in the case summary, will be sent to the Tribunal when the referral is made.

The case summary is intended to provide a brief overview of the dispute to enable the Tribunal to decide which party should be named as the applicant and which as the respondent in the proceedings before them. It will also enable them to decide whether they wish to hold a hearing to determine the matter, or refer the case into court. Guidance relating to the content and purpose of the case summary has been provided in the information that you have been previously sent/referred to, please now consult that guidance when considering the draft case summary enclosed.

We have not attached copies of the documents listed in the final

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section of the case summary as we have assumed you will have copies already.

If you have any comments on the draft case summary please let us have them by **25 May 2018**. Any comments you make will be considered, but you should be aware that it is a matter of discretion for the Land Registrar to decide whether to amend the case summary to incorporate your comments.

Please note if we do not receive any comments on the draft case summary and neither party withdraws their application or objection (as the case may be) by the date given above, we may refer the matter to the Tribunal using the case summary provided and without further reference to the parties. For the avoidance of doubt, it is currently still possible for the application, or the objection to the application, to be withdrawn until the matter is referred by HM Land Registry to the Tribunal.

It is intended that the matter will be referred to the Tribunal after **25 May 2018**.

We are writing in similar terms to the other party.

Yours faithfully

A White

Amanda White
Direct line 0300 0063162

**Subject:** Fw: Dispute EX210733

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 7:04

Sent from Yahoo Mail on Android

> ----- Forwarded message -----
> **From:** "richard butcher" <lumpy99uk@yahoo.com>
> **To:** "Peterborough. OfficeMail" <peterborough.office@landregistry.gov.uk>
> **Cc:**
> **Sent:** Tue, 8 May 2018 at 21:53
> **Subject:** Dispute EX210733
> Ref EX210733/D/023/SP/AW/PB Lawyer Support
>
> To Amanda White / Tom Dove
>
> Many thanks for your letter dated 4th May 2018 However, we are still somewhat confused as to the contents therein. We feel that we are no further forward than we were some 18 months ago and, therefore, would like to clarify our position as it stands at the moment.
>
> When we bought the property, 6 Wilson Close in July 2011, we also purchased the land at the back of the property (Title number EX210733 ) as a separate transaction and, in doing so, believe we own the rights to that land which has only ever been used by ourselves for the last 6 & half years, contrary to what ever transpired prior to our purchase. We have included an attachment showing a declaration & map which have both been signed by our previous owner Vivian Child's to declare that this was also not used in the years she lived at 6 Wilson Close. It has NEVER been used by Mrs Hayes or any other persons (to our knowledge) whilst we have been in residence. There is a gate to the rear of 6 Wilson Close leading into our property which we hold the key, this gate was erected by ourselves in 2016 when our new fences was also erected.
>
> We have always maintained that if, Mrs Hayes wishes to use the the land over our property to go through to the back of her property, all she has to do is ask and we will accommodate whenever possible. However, from what we understand she is requesting, that she wishes to have a key for her (and any other member of her family or any one of her choosing) to be able to use this access whenever she wishes. which, as you can appreciate (and we would hope a Court of Law would) is not a satisfactory solution. We are a young couple, who work different shift patterns (My wife being a Nurse and myself a Bus Driver) and, as we only have side curtains to our Lounge as we are not overlooked by anyone (one of the main reasons for our purchase), the contents of the rear of our house including ourselves would clearly be visible from the land (Title EX210733) imposing on our privacy & security.
>
> We would like to confirm that we have no objection to Mrs Hayes purchasing or developing the back of her property at 4 Wilson Close for her sole use.
>
> We have always been open to negotiations with Mrs Hayes, but, as she is the one that has brought proceedings against us, would have hoped that she would try to approach us, to try start to reach a satisfactory solution without the need of going to Court
>
> We hope the above clarifies our position (in layman*s terms) and very much look forward to hearing from you.

8th MAY 2018

We have included as attachments photographs showing the said land to the rear of our Garden to which Mrs Hayes wishes to use at her choosing so as you can have an idea of the impact to our privacy & security.

We are also outstanding information regarding the outcome of the May 2017 visit from the Ordnance Survey Surveyor who was said to be visiting the property.

Yours faithfully,

Mr And Mrs Butcher



HM Land Registry
Peterborough Office

Mr R. Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

<<Postage Class§>>

Date
11 May 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW/PB Laeyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Dear Mr Butcher

Please find enclosed a copy of the survey as discussed.

Yours sincerely

A White.

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
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# HM Land Registry
## Survey Requisition

Result of Survey to be returned to:
SurveyControl.Peterborough@landregistry.gov.uk

**Property Description:**
4 Wilson Close, Stanford-le-Hope SS17 0LA

**Case Reference: EX210733 / Y802DLP / DLG / 23 / (STD)**
**Admin Area: THURROCK**

Plan Reference: TQ6881NW

Registered Proprietors Name: Ursel Klara Hayes
Registered Proprietors Address: 4 Wilson Close, Stanford-le-Hope SS17 0LA

Applicants Name: Ursel Klara Hayes
Applicants Address: 4 Wilson Close

Stanford-le-Hope
Applicants Solicitors Name: PENMANS
Applicants Solicitors Address: STANHOPE HOUSE HIGH STREET STANFORD-LE-HOPE ESSEX
Applicants Solicitors Telephone Number: 01375 677777

Applicants Solicitors Reference: MDH(MH)JD.48104/HAY
Invoicing HM Land Registry (HMLR): PETERBOROUGH

Originating HMLR: PETERBOROUGH

Documents Included: Survey Plan
Requisitioned by: SARAH WILSON Tel: 0300 006 63092

Date of Requisition: 24/05/2017

**Adhoc Notes**
Survey letters issued to owners of number 6, owners of number 4, and owners of field to the south of Wilson Close.

(Survey letter sent to acting solicitors)

| Requisitions | Replies |
|---|---|
| 1 Survey site falls within area edged red. Specific survey requirements are referred to below. | If appointments were made please record the name and address of parties. Surveyor Reply: Ursel Klara Hayes, 4 Wilson Close, Stanford-le-Hope SS17 0LA<br><br>If appointments weren't made but you met someone on site who attended the survey, please record the name and address of parties. Surveyor Reply: Mr Sargeant, 2 Wilson Close, Stanford-le-Hope SS17 0LA.<br><br>If statements have been taken were they recorded in the full knowledge of this being a public document? (Record name and address of parties making statements and then attribute each statement with the party name) |

| | |
|---|---|
| | Surveyor Reply: Yes, Mr Sargeant, 2 Wilson Close, Stanford-le-Hope SS17 0LA and Mrs Hayes of 4, Wilson Close, Stanford-le-Hope SS17 0LA.<br>Mr Sargeant has been resident at Number 3 since the houses were built in 1969 so has an in depth knowledge of the history of the land in question.<br>Mr Sargeant stated that the original garden extended to the area coloured Green in Plot 2. The area coloured Blue was added in 1978 when purchased from ECC and the Area coloured Yellow was occupied after 2004 when the fence E to H was erected by Essex County Council in that year.<br>Mr Sargeant and Mrs Hayes stated The Right of Way between Accesses 2 and 3 has been blocked off in the last 12 months by the occupiers of Number 6 Wilson Close.<br>Please note that Access 3 has been locked and can only be opened from the inside of the garden of Number 6. Photo 11. |
| 2 Has there been any update to the Topo data resulting from this survey? If Yes, please identify any edits that have been made other than as a result of Real World Change | Yes, all Real World change. |
| 3 Confirm position, age and nature of boundary between points 1)A-F 2) B-C 3) D-J and 4) E-L-F-H | See Plot 2.<br>A to A1 is a small step created by the difference in height between the higher concrete drive of 6, Wilson Close and the lower concrete path running down the side of the house, Approx. 50 years old (weathered and age of houses). Photo 13.<br>A1 to A2 is the side of a brick built house, approx. 50 years old (age of house). Photos 12 and 13.<br>A2 to F is 1.6m high Concrete posts and gravelboard with Vertical Closeboard panels, approx. 1 year old (both panels and posts still fresh). Photos 8,11 and 12.<br>B to C is an ornamental stone palisade wall, approx. 40 years old (dilapidated and fallen over). Photo 5.<br>D to J does not exist, however,<br>D1 to D2 is side of block built garden building, approx. 40 years old (weathered). Photo 7.<br>D2 to D3 is a Leylandii hedge with metal gate incorporated in to it, approx. 12 years old (hedge sparse, gate slightly rusty). Photos 4 and 6.<br>E to L to F to H is 2m high metal railings, 13 |

| | |
|---|---|
| | years old (Mr Sargeant's statement and slightly weathered). Photos 9 and 10. |
| 4 Supply details of any evidence of a former feature between points 1) B-C 2) D-J | See Plot 2.<br>B to C- there is no former feature here, the present feature was added after the purchase of the land coloured Blue in 1978. Photo 5.<br>D to J- there is no former feature present. Photo 6. |
| 5 Confirm nature, use and occupation of area shown 1) coloured pink and 2) coloured blue and 3) hatched blue | See Plot 2.<br>Area coloured Pink is the private, rear garden occupied by number 6 Wilson Close. The wooden shed has been erected in 2017 (Mr Sargeant's statement and still very fresh) Photos 3 and 8.<br>Area coloured Green, Blue and Yellow is the private, rear garden of number 4 Wilson Close, containing brick buildings over 30 years old. Mrs Hayes has the key to the gate that links the area coloured Blue with the area coloured Yellow (access 1) and there are steps to link area coloured Green with the area coloured Blue 9 (access 4). Photos 4,5,6,7,8 and 15.<br>Area Hatched Blue on LR Copy Deed Plan is now part of the private, rear garden of Number 6, Wilson Close. Photo 8. |
| 6 Please confirm position of ROW from 4 Wilson Close, across 6 Wilson Close and out into the passageway between 6 and 8 Wilson Close. Approx position of ROW hatched blue | See Plot 2.<br>Because of the occupiers of number 6 Wilson Close recently building the wooden shed on a substantial concrete base and erecting a new fence A3 to F incorporating a gate that can only be opened from their back garden, Mrs Hayes' Right of Way has been blocked by number 6. Photos 3 and 11. |
| 7 Please confirm position of gates from 4 Wilson Close and 6 Wilson Close out to the passageway. Aprrox position marked as "G" on the plan. | See Plot 2.<br>Access 2 is the gate between 4 and 6 Wilson Close to which Mrs Hayes has the key, Photo 14.<br>Access 3 is the gate between number 6 and the passageway which is locked from the garden of number 6 with no opening mechanism from the passageway. Photo 11. |
| 8 Please provide a dimension of the length of the plot of 4 and 6 Wilson Close. (points A-F and K-L) | A to F is 38.5m.<br>K to L is 38.3m |

# HM Land Registry
## Survey Requisition

| | |
|---|---|
| 9 Please supply photos of Boundary E-H and D-J if any, photos of the route from the garden of number 4 through number 6 | See Photos 9 and 10 for boundary E to H. Photos 3 and 14 show how the route from number 4 through number 6 has been recently blocked off. |
| Date and Time received at OS | 25/05/2017 |
| Surveyed By | Peter Wilson (4507) |
| Date of Ground Visit | 01/06/2017 |
| Date of reply to HMLR | 02/06/2017 |

HM Land Registry

TITLE NUMBER

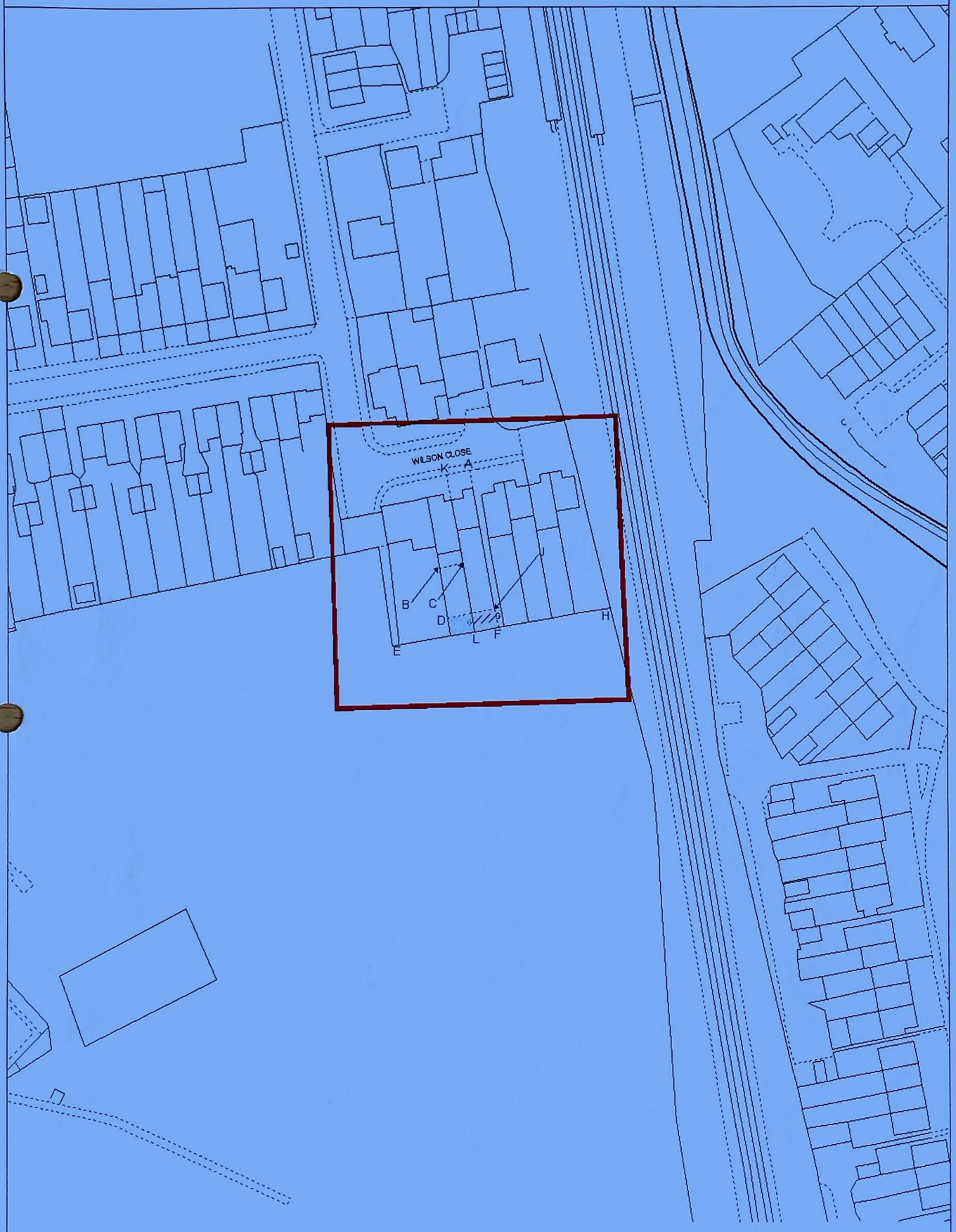
EX210733

SURVEY PLAN - GRID REF:568236.8, 181922.2 LR REF:Y802DLP0113

N

ORDNANCE SURVEY MAP REFERENCE: TQ6881NW

SCALE: 1:1250



**LR**

TITLE NUMBER: **EX210733**

PROPERTY ADDRESS: **4 Wilson Close, Stanford-le-Hope SS17 0LA**

Ordnance Survey Map Reference: **TQ6881NW**

Scale: **1:500**

N

LR Bespoke Legend:

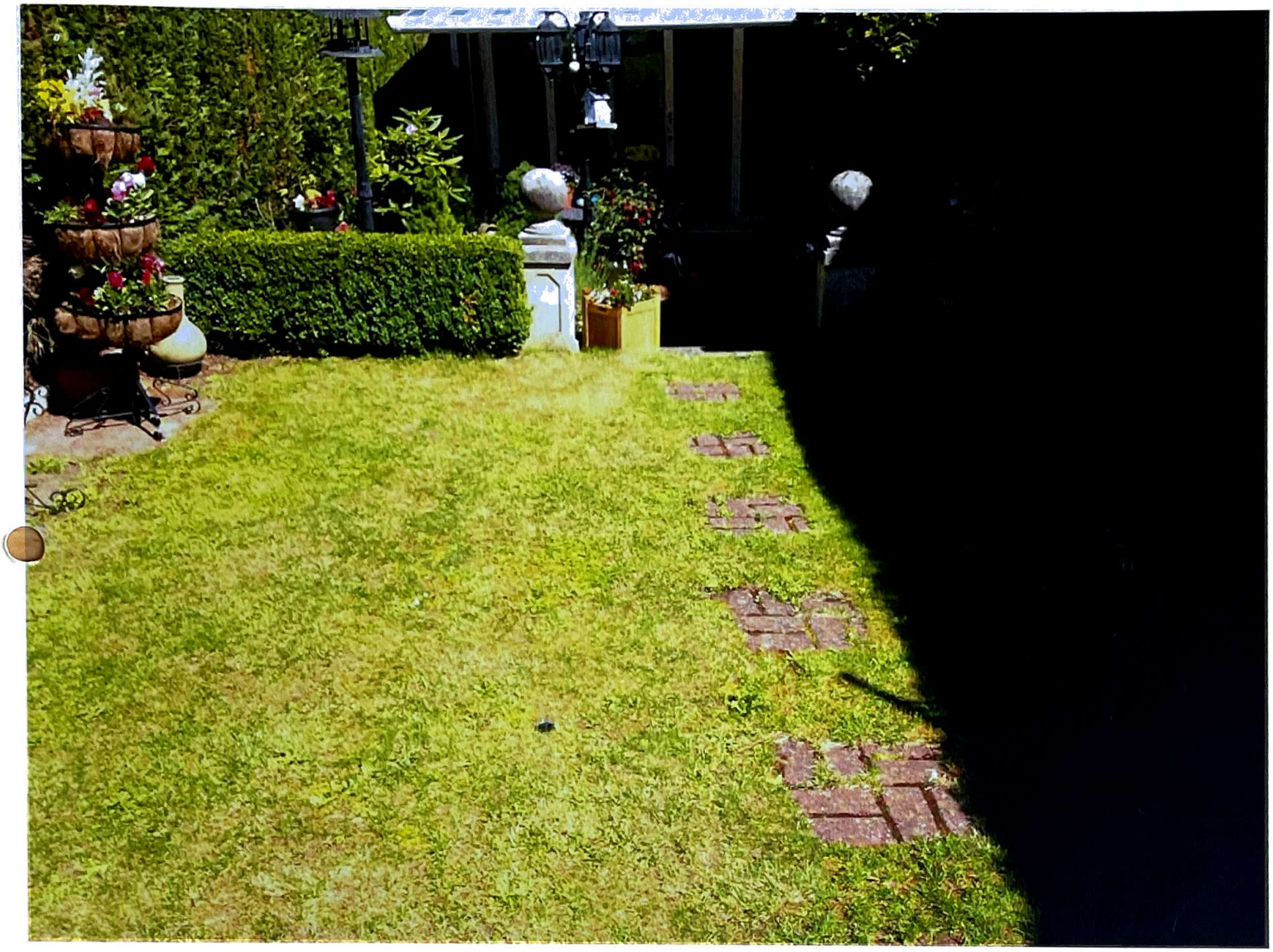
- Direction of Photography
- Age and Nature pointer
- Points of Access
- Parking Bay lines
- Age and Nature
- Survey Peg/Post
- Lampost/Telegraph Pole
- Tree/Stump
- Sign or Notice
- Other
- Non OS Spec Building Outline & Obstructing Lines
- Non OS Spec Non Obstructing lines & Internal Divisions

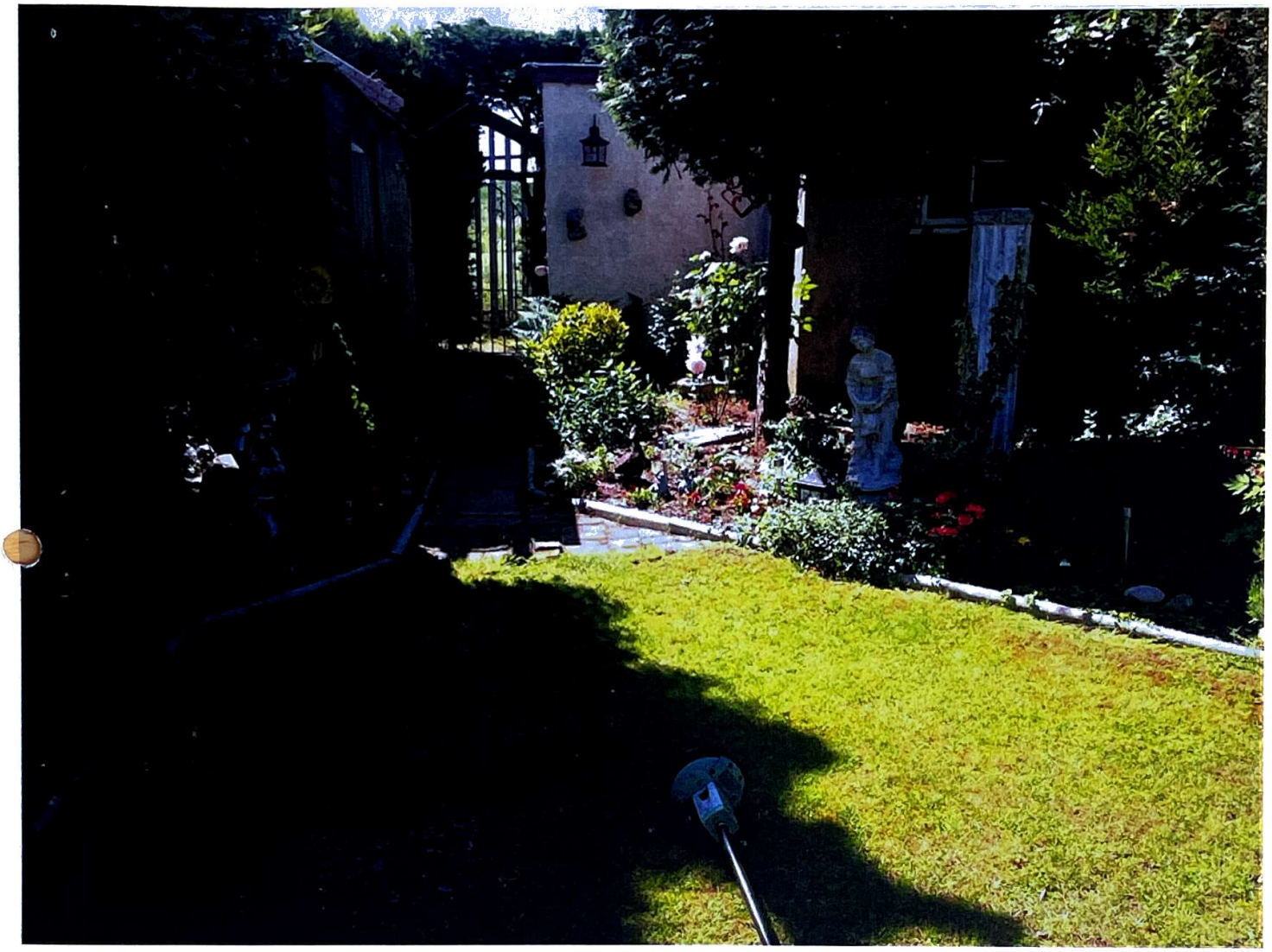


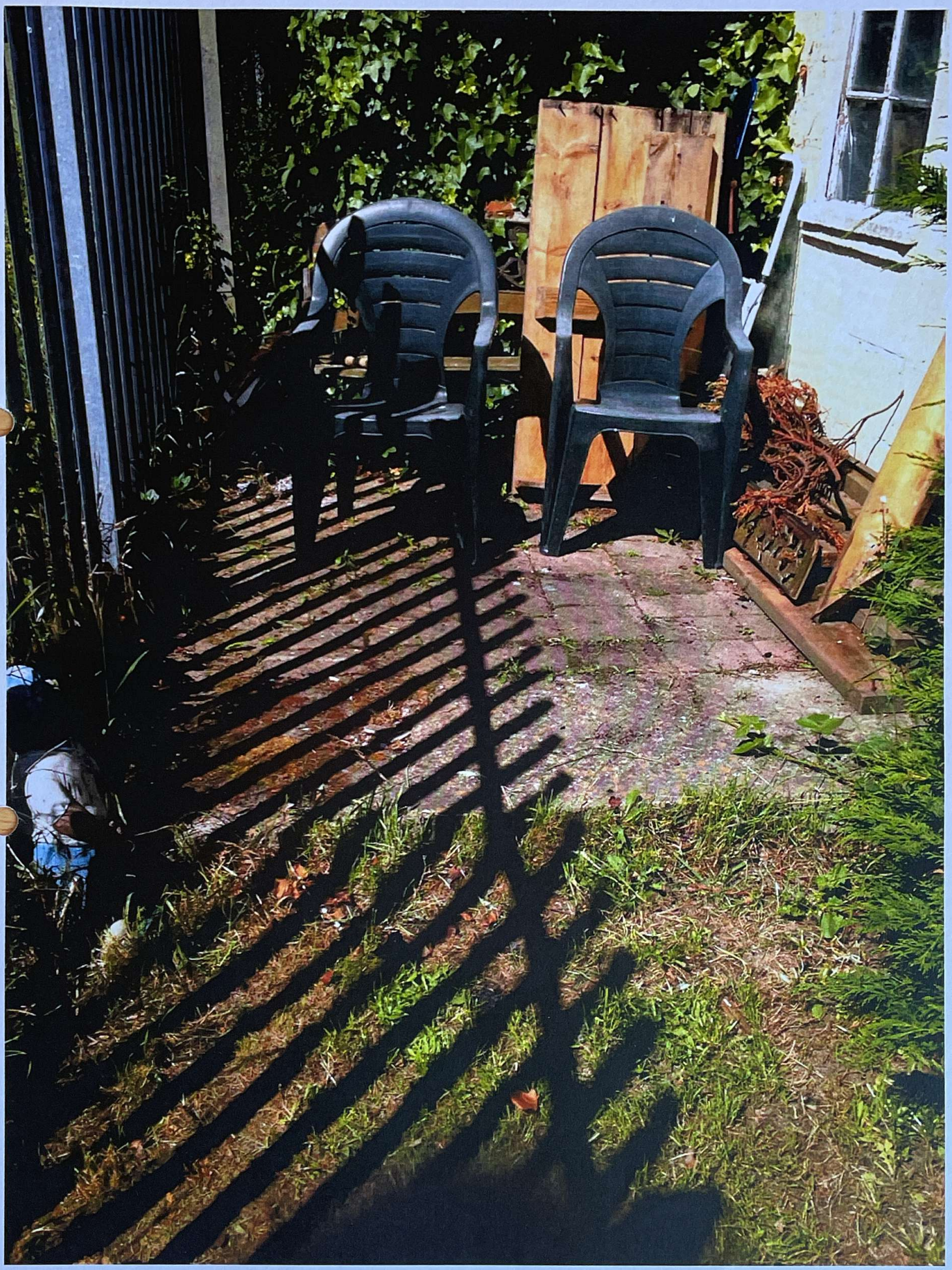

0 3 6 12 18 24 Meters

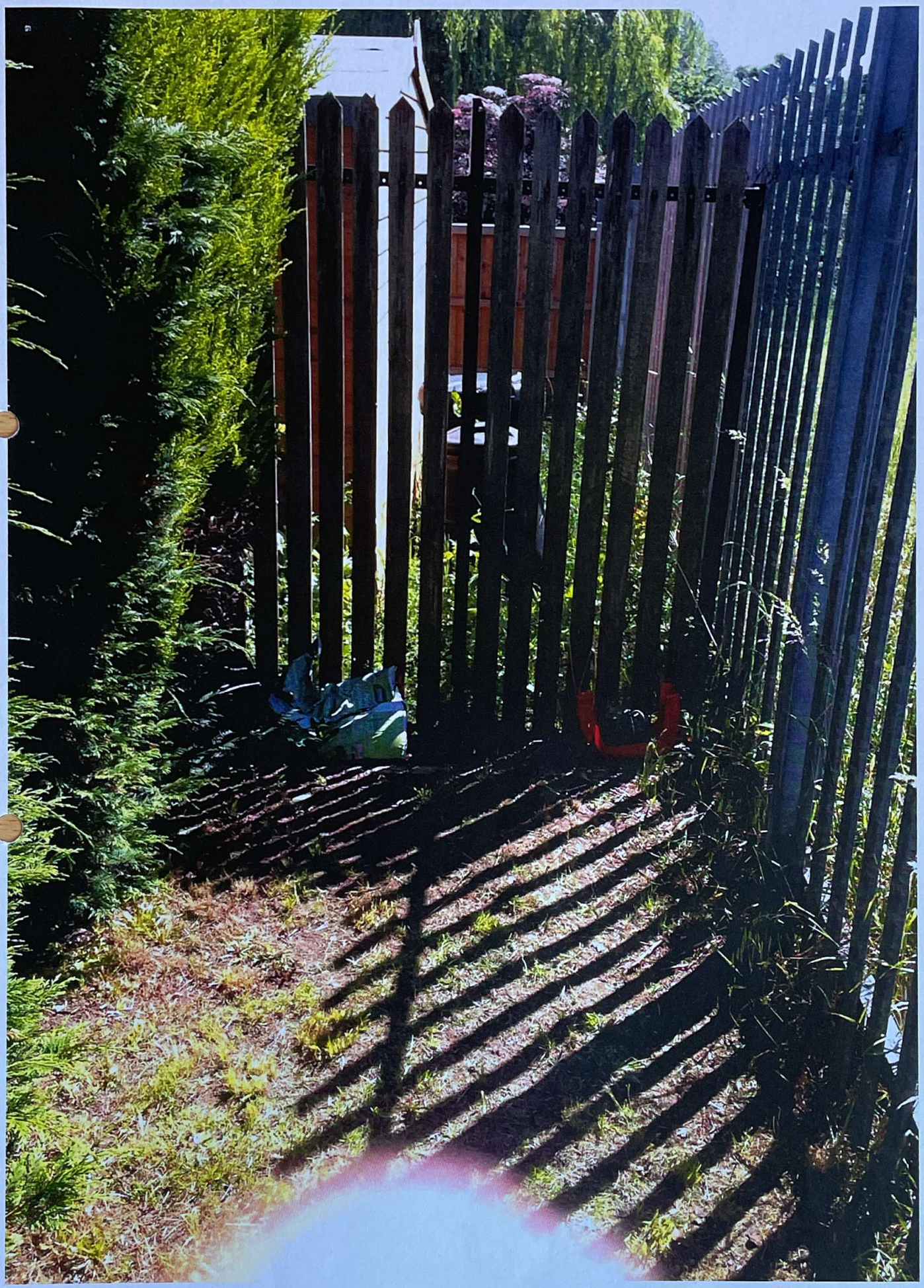






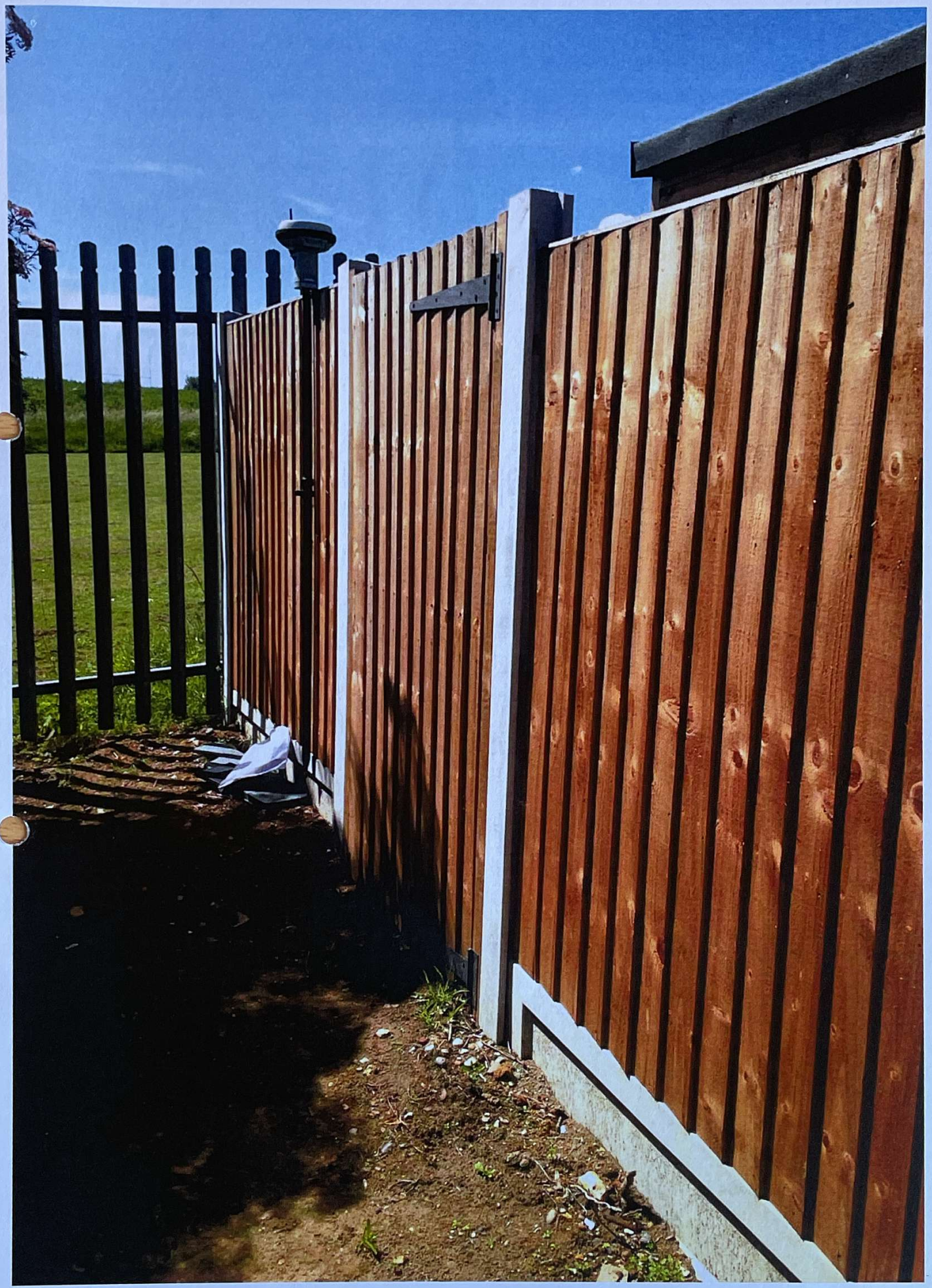


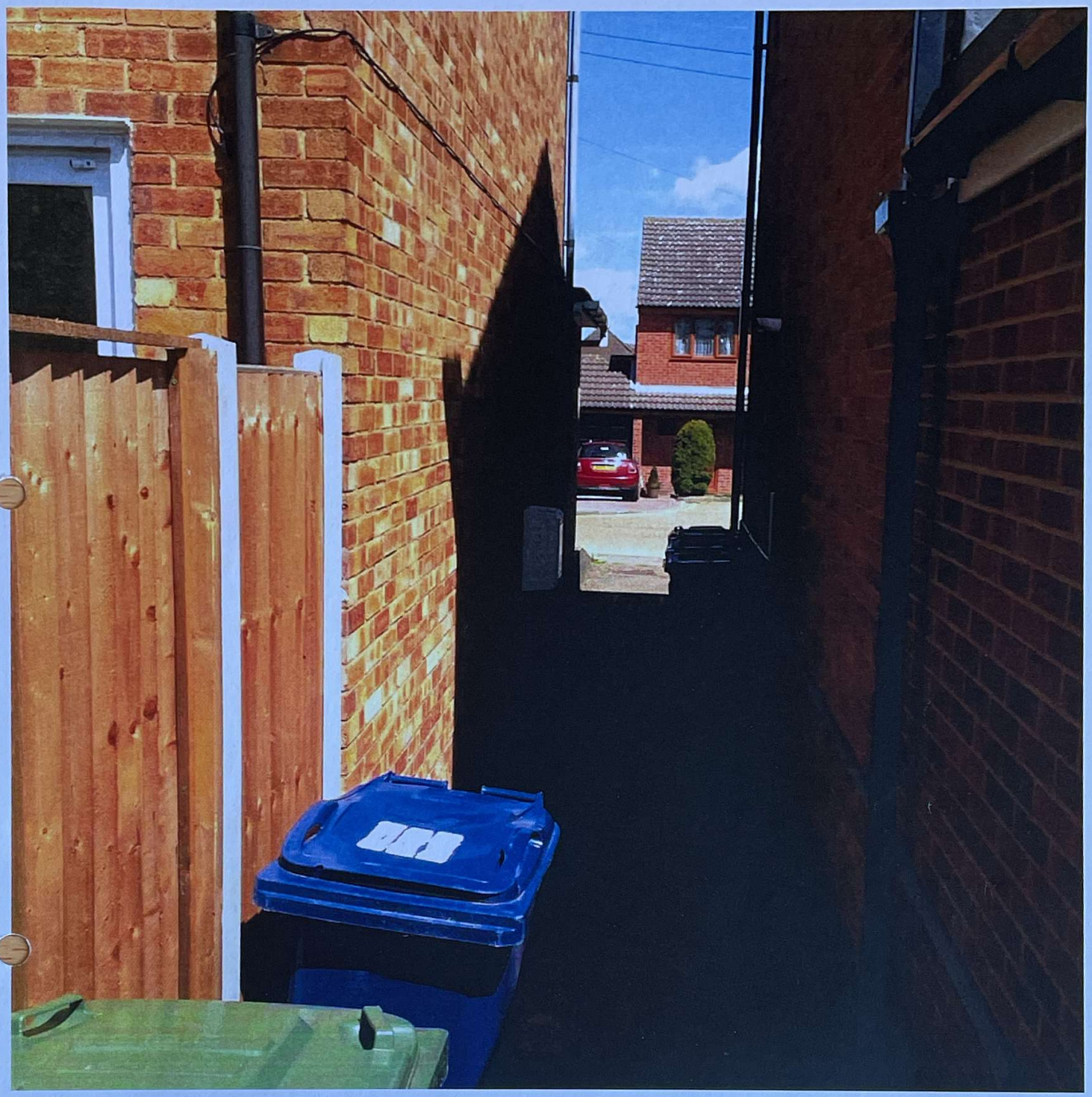




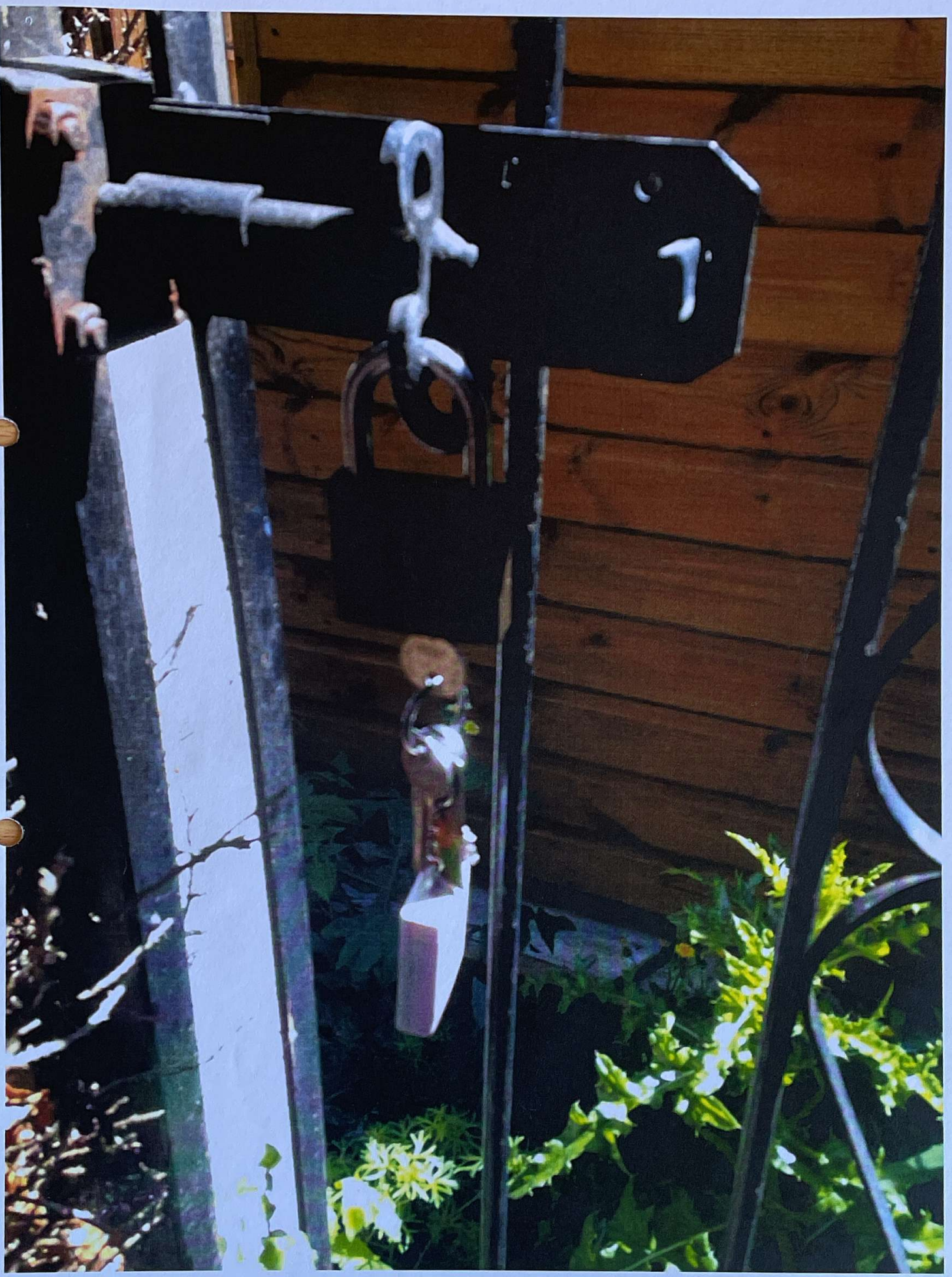








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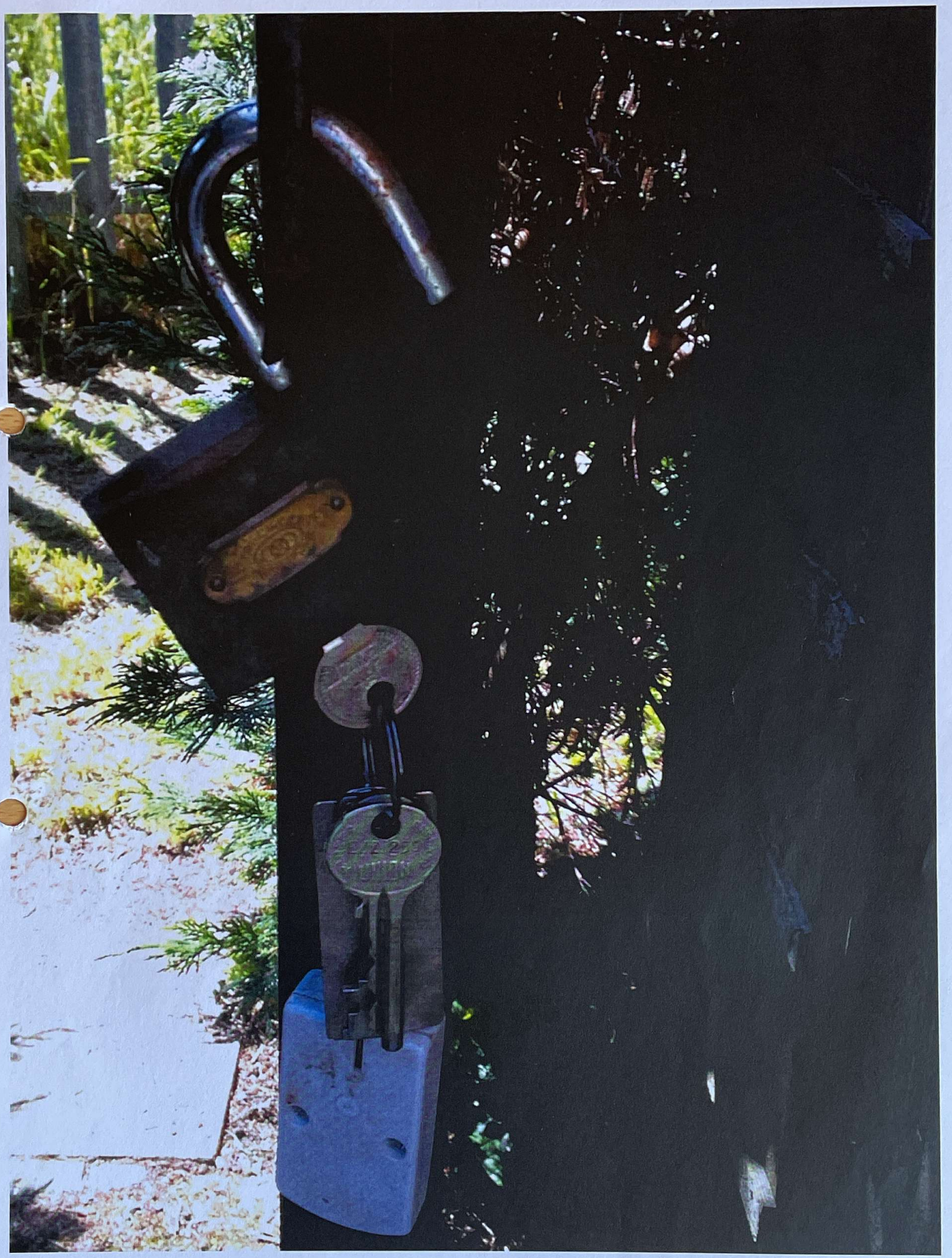

HM Courts & Tribunals Service

**Property Chamber**
**Land Registration**
**First-tier Tribunal**
3rd Floor, 10 Alfred Place
London WC1E 7LR

Tel: 020 7291 7250
Fax: 020 7291 7251
Goldfax: 0870 739 4134
DX: DX305001 Tottenham Court Road 5
Email: landregistration@hmcts.gsi.gov.uk
Website: www.justice.gov.uk/tribunals

Richard John Butcher and Kay Butcher
6 Wilson Close
Stanford-le-Hope
Essex
SS17 0LA

Our Ref: REF/2018/0582

25 July 2018

Dear Sir/Madam,

**EX210733**
**Ursel Klara Hayes vs. Richard John Butcher and Kay Butcher**

**The Tribunal's services are free of charge. However, there is power to decide whether to make orders for costs in Tribunal proceedings. The general rule is that the losing party will pay the successful party's costs, as well as his own.**

We have received notice of a reference of the above case on the 6 July 2018 from the Land Registry Peterborough Office. The matter has been given the reference number REF/2018/0582. This reference number must be quoted on all documents and communications. Please find attached an explanatory leaflet and extracts from the Rules for your information and refer to our website for further guidance.

The Tribunal has directed that you will be the **Respondent** in these proceedings.

As the **Respondent** you are required to serve on the **Tribunal and each of the other parties a Statement of Case in response to the Applicant's Statement of Case by 5pm 28 days after you receive the Applicant's Statement of Case.** The Applicant's Statement of Case is due **on 24 August 2018.**

The response must include:

(a) confirmation of your address for service
(b) the facts you intend to rely on in the proceedings
(c) a list of the documents available to you which
    (i) are important to your case and/or
    (ii) the Tribunal or any other party to the proceedings will require in order properly to understand your case
(d) copies of those documents
    and
(e) a signed Statement of Truth in the following terms: 'The Respondent believes that the facts contained in this Statement of Case are true'.

The address of the Applicant that we have on record for service is:

Messrs Penmans Solicitors
Stanhope House
High Street
Stanford-le-Hope
Essex
SS17 0HA

Once all parties have served their Statements of Case and any responses have been served the Tribunal will consider further directions. These will usually include disclosure of any further relevant documents and exchange of witness statements. Such directions will not normally be made before Statements of Case.

Please note that under rule 38 you must notify the Tribunal if a party commences court proceedings within 14 days of the court proceedings being issued.

**Failure to comply with these requirements may result in sanctions being imposed by the Tribunal.**

Please also note that the Tribunal's powers are limited. For example, the Tribunal cannot:-

- order the sale of a Property;
- order a payment of money (other than the costs of these proceedings); or
- deal with disputes over goods.

Please see the enclosed explanatory leaflet for further details.

Subject to judicial and court availability, it is expected that this case will be heard between January – June 2019.

Finally, we would like to bring to your attention the possibility of mediation as an alternative way forward, if parties agree.

Mediation is a voluntary process, which can help the parties to resolve their dispute with the help of a professional, independent mediator. The Land Registration Division's mediation scheme is available to you free of charge

If parties are willing to try mediation, we can arrange for an accredited mediator to work with you and the other party/parties for up to a day to help you both to reach an agreed solution to the dispute and an agreed outcome to the reference from Land Registry. Our mediators are judges and lawyers of the Land Registration division and have a great deal of experience in property law and dispute resolution.

Costs are likely to be lower in mediation than in litigation, and the general rule is that each party bears their own costs.

If you would like to make use of this service, please write to this address to tell us, or call between the hours of 0930 and 1700.

You can do this at any time. In addition, we may invite you to consider mediation again at a later stage in the tribunal process. If you decide that you would like to try mediation at any stage, we will inform the other party and ask if they agree to try; if they do, you will both be sent some further information about mediation.

**If parties agree to try mediation the litigation timetable will be put "on hold" and the deadlines above will not apply. However, in the meantime and unless both parties agree to try mediation, you are subject to the litigation timetable with its deadlines set out above and will need to prepare your Statement of Case as directed.**

Please ensure you copy to the Applicant **all** letters and documents you send to us.

Yours faithfully,



Asia Iqbal
**For the Tribunal**

## Frequently Asked Questions

Q- Can I bring someone with me to the hearing?
A – You are welcome to bring a friend or relative to the hearing for support but that person will not be able to take part in the hearing or talk to you during the hearing sessions.

Q – Who can attend a site visit?
A – The parties and their representatives. Other people can only attend if the judge thinks it appropriate.

Q – Can I ask questions of the Judge during the site visit?
A – No, but it is very likely that the Judge will ask questions of the parties to clarify any issues he/she may have.

Q – How long will the site visit last?
A – Site visits are short and merely for the Judge to have a visual understanding of the disputed land. How long it will last will depend on the area of the disputed land.

Q – What do I do if I do not agree with the contents of the Trial Bundle?
A – Every attempt should be made by the parties to resolve any disagreements about the contents of the Trial Bundle. The directions dealing with preparation of the trial bundle normally include a provision as to what should be done if parties cannot agree. These directions are normally given when the parties are notified of the date of the hearing and site inspection.. If agreement cannot be reached before the hearing, a party may ask the Judge at the start of the hearing to deal with any issues regarding the Trial bundle contents.

Q – How will I know when I can speak at the hearing?
A – The Judges are used to dealing with litigants in person and will guide you through the process.

Q – Am I liable to pay cost of the proceedings?

A – Whilst the Tribunal's services are free, it should be noted that a successful party is likely to be granted their costs of the referral from the date it was received by this office to disposal, to be paid by the other party. If they have had legal representation, this can amount to a substantial sum. ". A successful party may be the party whose application was upheld by a substantive decision of the Judge, or may be the remaining party, should a party decide to withdraw from the proceedings.

Q - Can I withdraw my case at any stage of proceedings?

A – Parties are advised;

1. that they do require permission to withdraw
2. they should write in informing us they want to withdraw

3. they should say whether or not the withdrawal is part of a settlement reached with the other party
4. they should notify the other party immediately unless the other party is already aware

It should be noted that withdrawal may leave a party open to an application for costs by the remaining party. Please see the question on costs.

Q - To whom can I complain regarding Administrative issues?

A – In the first instance you should detail your complaint in writing to the Delivery Manager, Mr S Nazir at this office. He will then respond to your complaint and also advise you how you may escalate the complaint if you are unhappy with her reply.

Also, please see "how to complain" leaflet on the Land Registration web site.

Q - To whom can I complain regarding the conduct of an judge?

A - If you have a complaint regarding the conduct of a Tribunal Judge, you should detail your complaint in writing to The Principal Judge (Land Registration) Elizabeth Cooke, at this offices address. Should you wish to make a complaint about the conduct of The Principal Judge, it should be addressed to the Lord Chancellors Office.

You cannot "complain" about a judicial decision. If you disagree with a judicial decision, there is a right of appeal, with permission, to the Upper Tribunal, Tax and Chancery Chamber on fact or law. Also, if the decision was not a decision disposing of all or part of the proceedings, you may be able to apply to have it varied or set aside.

Q - If I have representation, can I still write or telephone the Tribunal's office?

A – No, for the sake of clarity and continuity, the Tribunal's office will deal with **either** the party **or** their representative but cannot deal with both.

Q - How long will it take for the decision once the case has been heard?

A – We will aim to issue a full written decision within 28 days of the conclusion of the hearing. Regrettably, this may not always be achievable due to the Judges' ongoing commitments or complexities regarding the case.

Q - Can I speak directly to a Judge?

A – No, but any questions to a Judge in written form will receive a response. It should be noted that administrative staff can only advise on procedure and are not able to offer legal advice.

Q – Where will my hearing be held?

A – Parties will be afforded the opportunity to fill in a listing questionnaire. Based on their response, a Judge will give listing directions, including where and for how long. These directions can include for the case to be heard at a local venue.

Q – Can I ask for an extension of time to comply with a direction?

A – The granting of an extension of time is a judicial decision but will be considered if put in writing giving the reasons and period requested. An extension of time cannot be granted by telephone.

Q - Can I commence proceedings in the court?

A – Yes but you must advise the Tribunal within 14 days of commencement giving details of the claim and the claim number. The matter here may then be adjourned pending the outcome of those proceedings.

Q – Can I request an adjournment of a listed hearing?

A – A written adjournment request will be considered upon its merits and it's fairness to all parties concerned.

Q – Can a hearing take place without the parties attending?

A – If a party decides not to attend, the Tribunal may proceed with the hearing and make a substantive decision in their absence. A very small percentage of cases may be eligible to be heard "on paper" if both parties wish it and a Judge decides that it is appropriate.

Q- What does "without prejudice" mean?

A – Communications 'without prejudice' or 'without prejudice save as to costs' are letters written and oral communications made during a dispute between the parties which are written or made for the purpose of settling the dispute and cannot generally be admitted in evidence. By way of illustration, a party may be willing to make a concession to try to resolve a dispute, which undermines or detracts from the case he has put before the Tribunal. If a settlement is not achieved then the party offering the concession would not want that to be put in evidence against him. If the communications have been 'without prejudice' then the concession offered could not be admitted in evidence. If the communication is 'without prejudice save as to costs' then, whilst the communication cannot be admitted in evidence, it may be considered by the Tribunal , after the decision has been made, in deciding whether to award costs and, if so, how much.

Q - My case started before the Adjudicator to H M Land Registry. Does the change to the Property Chamber, Land Registration, First-tier Tribunal on 1 July 2013 make any difference to my case?

A - Yes. The Chamber's new procedural rules will apply to all cases as from 1 July 2013, even if they have already started under the old rules governing proceedings before the Adjudicator.

However, in cases which started before the Adjudicator, the new Tribunal will be able to dis-apply any provision of the new rules and re-apply any provision of the old rules to ensure that proceedings are dealt with fairly.

**This is an extract of the rules from the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 which are most commonly encountered in land registration cases referred to the Tribunal by H M Land Registry. Further guidance on these rules and on the other rules applying to land registration cases is available in the Short Guide for Users**

**1. ---**

...

(3) In these Rules—

...

"the 2002 LR Act" means the Land Registration Act 2002;

...

"the 2007 Act" means the Tribunals, Courts and Enforcement Act 2007.

...

"applicant" means—

...

(d) in a land registration case, the party which the Tribunal has specified as applicant under rule 28(3)(c);

(e) a person who is added or substituted as an applicant under rule 10;

and "application" bears a corresponding meaning;

...

"document" means anything in which information is recorded in any form, and an obligation under these Rules or any practice direction or direction to provide or allow access to a document or a copy of a document for any purpose means, unless the Tribunal directs otherwise, an obligation to provide or allow access to such document or copy in a legible form or in a form which can be readily made into a legible form;

"hearing" means an oral hearing and includes a hearing conducted in whole or in part by video link, telephone or other means of instantaneous two-way electronic communication;

...

"land registration case" means a case in respect of which the Tribunal has jurisdiction under the 2002 LR Act;

...

"original application" means the application originally made to the registrar under the 2002 LR Act that resulted in a reference;

"party" means a person who is, or if the proceedings have been concluded, a person who was, an applicant or respondent when the Tribunal finally disposed of all issues in the proceedings;

"practice direction" means a direction given under section 23 of the 2007 Act;

...

"rectification application" means an application to rectify or set aside a document under section 108(2) of the 2002 LR Act;

"registrar" means the Chief Land Registrar;

...

"respondent" means—

...

(f) in a land registration case—

(i) in a reference by the registrar, the party or parties which the Tribunal has specified as respondent under rule 28(3)(c);

(ii) in proceedings under section 108(2) of the 2002 LR Act, the party or parties making an objection to a rectification application;

(iii) in an appeal under paragraph 4 of Schedule 5 to the 2002 LR Act, the registrar;

(g) a person added or substituted as a respondent under rule 10;

"Tribunal" means the First-tier Tribunal.

**3.**—(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.

(2) Dealing with a case fairly and justly includes—

(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;

(b) avoiding unnecessary formality and seeking flexibility in the proceedings;

(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;

(d) using any special expertise of the Tribunal effectively; and

(e) avoiding delay, so far as compatible with proper consideration of the issues.

(3) The Tribunal must seek to give effect to the overriding objective when it—

(a) exercises any power under these Rules; or

(b( interprets any rule or practice direction.

(4) Parties must—

(a) help the Tribunal to further the overriding objective; and

(b) co-operate with the Tribunal generally.

...

**6.**—(1) Subject to the provisions of the 2007 Act and any other enactment, the Tribunal may regulate its own procedure.

(2) The Tribunal may give a direction in relation to the conduct or disposal of proceedings at any time, including a direction amending, suspending or setting aside an earlier direction.

(3) In particular, and without restricting the general powers in paragraphs (1) and (2), the Tribunal may—

(a) extend or shorten the time for complying with any rule, practice direction or direction, even if the application for an extension is not made until after the time limit has expired;

(b) consolidate or hear together two or more sets of proceedings or parts of proceedings raising common issues, or treat a case as a lead case (whether under rule 23 or otherwise);

(f) permit or require a party to amend a document;

(g) permit or require a party or another person to provide or produce documents, information or submissions to any or all of the following—

(i) the Tribunal;

(ii) a party;

(iii) in land registration cases, the registrar;

(h) direct that enquiries be made of any person;

(i) require a party to state whether that party intends to—

(i) attend,

(ii) be represented, or

(iii) call witnesses,

at the hearing;

(j) deal with an issue in the proceedings as a preliminary issue;

(k) hold a hearing to consider any matter, including a case management issue;

(l) decide the form of any hearing;

(m) adjourn or postpone a hearing;

(n) require a party to produce a bundle for a hearing;

(o) require a party to provide an estimate of the length of the hearing;

(p) stay proceedings;

(q) transfer proceedings to another court or tribunal if that other court or tribunal has jurisdiction in relation to the proceedings and

(i) because of a change of circumstances since the proceedings were started, the Tribunal no longer has jurisdiction in relation to the proceedings; or

(ii) the Tribunal considers that the other court or tribunal is a more appropriate forum for the determination of the case;

(r) suspend the effect of its own decision pending the determination by the Tribunal or the Upper Tribunal of an application for permission to appeal against, and any appeal or review of, that decision.

...

**7.**—(1) The Tribunal may give a direction on the application of one or more of the parties or on its own initiative.

(2) An application for a direction may be made—

(a) by sending or delivering a written application to the Tribunal; or

(b) orally during the course of a hearing.

(3) An application for a direction must include the reason for making that application.

(4) Except with the permission of the Tribunal, if a written application for a direction is made without the consent of every party the applicant must provide—

(a) a copy of the proposed application to every other party before it is made; and

(b) confirmation to the Tribunal that the other parties have been notified that any objection they wish to make to the application must be provided in accordance with paragraph (5).

(5) A party who wishes to object to a written application that has been made to the Tribunal for a direction must send written notice of the objection to the Tribunal and the applicant for the direction.

(6) Unless the Tribunal considers that there is good reason not to do so, the Tribunal must send written notice of any direction made by the Tribunal to every party and to any other person affected by the direction.

(7) If a party or any other person sent notice under paragraph (6) of the direction made by the Tribunal wishes to challenge that direction, they may do so by applying for another direction which amends, suspends or sets aside the first direction.

**8.**—(1) An irregularity resulting from a failure to comply with any provision of these Rules, a practice direction or a direction does not of itself render void the proceedings or any step taken in the proceedings.

(2) If a party has failed to comply with a requirement in these Rules, a practice direction or a direction, the Tribunal may take such action as the Tribunal considers just, which may include—

(s) waiving the requirement;

(t) requiring the failure to be remedied;

(u) exercising its power under rule 0 (striking out a party's case);

(v) exercising its power under paragraph (5); or

(w) barring or restricting a party's participation in the proceedings.

(3) In land registration cases, the action that the Tribunal may take includes—

(a) where the party who failed to comply was the person who made (or has been substituted for or added to the party who made) the original application, directing the registrar to cancel the original application in whole or in part;

(b) where the party who failed to comply was an objector to (or was substituted for or added as an objector to) the original application, directing the registrar to give effect to that application in whole or in part as if that objection had not been made.

(4) In land registration cases, the Tribunal must, if the action taken does not include either of the requirements referred to in paragraph (3), send written notice to the parties of the Tribunal's decision as to what action is taken (if any) and give any consequential directions.

(5) The Tribunal may refer to the Upper Tribunal, and ask the Upper Tribunal to exercise its power under section 25 of the 2007 Act in relation to, any failure by a person to comply with a requirement imposed by the Tribunal—

(a) to attend at any place for the purpose of giving evidence;

(b) otherwise to make themselves available to give evidence;

(c) to swear an oath in connection with the giving of evidence;

(d) to give evidence as a witness;

(e) to produce a document; or

(f) to facilitate the inspection of a document or any other thing (including any premises).

...

**9.**—(1) The proceedings or case, or the appropriate part of them, will automatically be struck out if the applicant has failed to comply with a direction that stated that failure by the applicant to comply with the direction by a stated date would lead to the striking out of the proceedings or that part of them.

(2) The Tribunal must strike out the whole or a part of the proceedings or case if the Tribunal—

(a) does not have jurisdiction in relation to the proceedings or case or that part of them; and

(b) does not exercise any power under rule 6(3)(n)(i) (transfer to another court or tribunal) in relation to the proceedings or case or that part of them.

(3) The Tribunal may strike out the whole or a part of the proceedings or case if—

(a) the applicant has failed to comply with a direction which stated that failure by the applicant to comply with the direction could lead to the striking out of the proceedings or case or that part of it;

(b) the applicant has failed to co-operate with the Tribunal such that the Tribunal cannot deal with the proceedings fairly and justly;

(c) the proceedings or case are between the same parties and arise out of facts which are similar or substantially the same as those contained in a proceedings or case which has been decided by the Tribunal;

(d) the Tribunal considers the proceedings or case (or a part of them), or the manner in which they are being conducted, to be frivolous or vexatious or otherwise an abuse of the process of the Tribunal; or

(e) the Tribunal considers there is no reasonable prospect of the applicant's proceedings or case, or part of it, succeeding.

(4) The Tribunal may not strike out the whole or a part of the proceedings or case under paragraph (2) or paragraph (3)(b) to (e) without first giving the parties an opportunity to make representations in relation to the proposed striking out.

(5) If the proceedings or case, or part of them, have been struck out under paragraph (1) or (3)(a), the applicant may apply for the proceedings or case, or part of it, to be reinstated.

(6) An application under paragraph (5) must be made in writing and received by the Tribunal within 28 days after the date on which the Tribunal sent notification of the striking out to that party.

(7) This rule applies to a respondent as it applies to an applicant except that—

(a) a reference to the striking out of the proceedings or case or part of them is to be read as a reference to the barring of the respondent from taking further part in the proceedings or part of them; and

(b) a reference to an application for the reinstatement of proceedings or case or part of them which have been struck out is to be read as a reference to an application for the lifting of the bar on the respondent from taking further part in the proceedings, or part of them.

(2) If a respondent has been barred from taking further part in proceedings under this rule and that bar has not been lifted, the Tribunal need not consider any response or other submission made by that respondent, and may summarily determine any or all issues against that respondent.

...

**13.**—(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

... or

(c) in a land registration case.

...

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or

(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998(**a**), section 74 (interest on judgment debts, etc) of the County Courts Act 1984(**b**) and the County Court (Interest on Judgment Debts) Order 1991(**c**) shall apply,

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(**a**) S.I. 1998/3132
(**b**) 1984 c. 28
(**c**) S.I. 1981/1184

with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

...

**16.**—...

(2) The Tribunal may provide any document (including any notice or summons or other information) under these Rules by—

(d) itself sending or delivering the document; or

(e) requiring a party to do so.

**18.**—(1) Without restriction on the general powers in rule 6(1) and (2) (case management powers), the Tribunal may give directions as to—

(a) the exchange between parties of lists of documents which are relevant to the application, or relevant to particular issues, and the inspection of such documents;

(b) the provision by parties of statements of agreed matters;

(c) issues on which it requires evidence or submissions;

(f) the nature of the evidence or submissions it requires;

(g) whether the parties are permitted or required to provide expert evidence, and if so whether the parties must jointly appoint a single expert to provide such evidence;

(h) any limit on the number of witnesses whose evidence a party may put forward, whether in relation to a particular issue or generally;

(i) the manner in which any evidence or submissions are to be provided, which may include a direction for them to be given—

(i) orally at a hearing; or

(ii) by written submissions or witness statement; and

(j) the time at which any evidence or submissions are to be provided.

(2) Instead of giving directions under paragraph (1)(a), the Tribunal may provide for the disclosure and inspection of documents to any extent which it considers relevant to the issues in dispute, including—

(a) taking all reasonable steps to ensure that each of the parties is given a copy of any document which has been received from any other party or former party; or

(b) supplying the parties with a copy of any document which embodies the results of any relevant enquiries made by or for the Tribunal for the purposes of the proceedings.

(3) A party to whom a document has been disclosed may use the document only for the purpose of the proceedings in which it is disclosed except where—

(a) the document has been read to or by the Tribunal, or referred to, at a hearing which has been held in public;

(b) the Tribunal gives permission; or

(c) the party who disclosed the document and the person to whom the document belongs agree.

(4) The Tribunal may make an order restricting or prohibiting the use of a document which has been disclosed, even where the document has been read to or by the Tribunal, or referred to, at a hearing which has been held in public.

(5) An application for such an order may be made—

(a) by a party; or

(b) by any person to whom the document belongs.

(6) The Tribunal may—

(a) admit evidence whether or not it—

(i) would be admissible in a civil trial in England and Wales; or

(ii) was available to a previous decision maker; or

(b) exclude evidence that would otherwise be admissible where—

(i) the evidence was not provided within the time allowed by a direction or a practice direction;

(ii) the evidence was otherwise provided in a manner that did not comply with a direction or a practice direction; or

(iii) it would otherwise be unfair to admit the evidence.

(7) The Tribunal may consent to a witness giving, or require any witness to give, evidence on oath, and may administer an oath for that purpose.

(8) A party cannot be directed to produce any document which a party could not be compelled to produce on the trial of an action in a court of law.

...

**22.**—(1) Subject to paragraph (2), a party may give notice of the withdrawal of its case, or any part of it—

(a) orally at a hearing; or

(b) by sending or delivering to the Tribunal a written notice of withdrawal.

(2) A written notice of withdrawal must—

(a) be signed and dated;

(b) identify the case or part of the case which is withdrawn;

(c) state whether any part of the case, and if so what, remains to be determined;

(d) confirm that a copy of the notice of the withdrawal has been provided to all other parties and state the date on which this was done;

(e) include the written consent of any of the other parties who have consented to the withdrawal.

(3) Notice of withdrawal will not take effect unless the Tribunal consents to the withdrawal.

(4) The Tribunal may make such directions or impose such conditions on withdrawal as it considers appropriate.

(5) A party which has withdrawn its case may apply to the Tribunal for the case to be reinstated.

(6) An application under paragraph (5) must be made in writing and be received by the Tribunal within 28 days after—

(a) the date of the hearing at which the case was withdrawn orally under paragraph (1)(a); or

(b) the date on which the Tribunal received the notice under paragraph (1)(b).

(7) The Tribunal must notify each party in writing of a withdrawal under this rule.

(8) Any party may, within 28 days after the date of receipt of notification by the Tribunal under paragraph (7), apply for a case, or part of a case, which has been withdrawn under this rule to be re-instated.

...

**26** ...

(2) ...an application must be signed and dated and, unless a practice direction makes different provision, include—

(a) the name and address of the applicant;

(b) the name and address of the applicant's representative (if any);

(c) an address where documents for the applicant may be sent or delivered;

(d) the name and address of each respondent;

(e) the address of the premises or property to which the application relates;

(f) the applicant's connection with the premises or property;

(g) the name and address of any landlord or tenant of the premises to which the application relates;

(h) the result the applicant is seeking;

(k) the applicant's reasons for making the application;

(l) a statement that the applicant believes that the facts stated in the application are true;

(m) the name and address of every person who appears to the applicant to be an interested person, with reasons for that person's interest;

...

(n) all further information or documents required by a practice direction.

**27.**—(1) This rule applies where no time limit for starting proceedings is prescribed by or under another enactment.

...

(3) In a land registration case to which rule 28(3)(c) applies (references by the registrar), the person directed to be the applicant must provide the statement of case to the Tribunal within 28 days after the date on which written notice of receipt by the Tribunal of the reference by the registrar was sent to the applicant.

...

**28.**—(1) This rule applies where a matter is referred, sent or transferred to the Tribunal by—

...

(b) the registrar under section 73(7) of the 2002 LR Act;

(c) another tribunal, or

(d) a court.

(2) The requirement to start proceedings in accordance with rule 26(1) does not apply

(3) Upon receipt of a matter to which this rule relates, the Tribunal must provide to the parties written notice specifying—

(a) the date when the Tribunal received the matter;

(b) the names and any known addresses of the parties to the proceedings; and

(c) in a case referred by the registrar, which party or parties will be the applicant or applicants for the purposes of the proceedings and which party or parties will be the respondent or respondents.

(4) Each party whom the Tribunal directs in accordance with paragraph (3)(c) to act as an applicant for the purposes of the Tribunal proceedings, must send or deliver to the Tribunal a statement of case—

(a) containing any information referred to in rule 0 which the Tribunal requires;

(b) stating the applicant's reasons for supporting or objecting to the original application to the registrar;

(c) accompanied by copies of any documents available to the applicant which—

(i) are important to the applicant's case; or

(ii) the Tribunal or any other party to the proceedings will require in order properly to understand the applicant's case.

(5) Where a matter has been transferred by a court, the Tribunal may require any party to provide it with a copy of the court order by which the matter was transferred.

**29.**—(1) When the Tribunal receives a notice of application in accordance with rule 26 or a statement of case in accordance with rule 28(4), the Tribunal must provide a copy of the application and any accompanying documents to the respondent.

(2) The Tribunal must also provide to the respondent a written notice informing the respondent of the requirements of rule 30.

...

(6) The Tribunal may give notice of the application to any other person it considers appropriate.

(7) Any notice given under paragraph ... (6)—

(a) must state that a person may apply to the Tribunal to be joined as a party to the proceedings; and

(b) may be given by publication of the notice in two newspapers (at least one of which should be a freely distributed newspaper) circulating in the locality in which the premises to which the application relates are situated.

...

**30.**—(1) ...the respondent's response must—

(a) state the respondent's reasons for supporting or objecting to the original application or for objecting to the rectification application (as the case may be);

(b) be accompanied by copies of any documents available to the respondent which—

(i) are important to the respondent's case; or

(ii) the Tribunal or any other party to the proceedings will require in order properly to understand the respondent's case; and

(c) in circumstances to which rule 28(1)(b) applies, be the respondent's statement of case and sent or delivered to the Tribunal within such time as the Tribunal may direct.

...

**37.--** Before the Tribunal decides to direct a party to commence court proceedings under section 110(1) of the 2002 LR Act, the parties may make representations as to—

(a) whether the Tribunal should make such a direction;

(b) which party should be directed to commence court proceedings;

(c) the time within which court proceedings must commence; and

(d) the questions the court should determine.

**38.**—(1) This rule applies where a party—

(a) is directed to commence court proceedings by the Tribunal under section 110(1); or

(b) commences, or has commenced, court proceedings which concern or relate to the matter before the Tribunal.

(2) The party referred to in paragraph (1) must provide to the Tribunal and all other parties—

(a) written notice stating—

(i) that court proceedings have been issued;

(ii) the date of issue of the court proceedings;

(iii) the names and any known addresses of the parties to the court proceedings;

(iv) the name of the court at which the court proceedings are pending;

(v) the case number allocated to the court proceedings; and

(vi) the way and the extent to which the court proceedings concern or relate to the matter before the Tribunal;

(b) within 14 days after the date of any decision on any application for an extension of time, a copy of that decision; and

(c) within 14 days after the date on which the matter before the court is finally disposed of, a copy of the final court order.

(3) Where the party has been directed to commence proceedings under section 110(1), the written notice to which paragraph (2)(a) refers must be provided within 14 days after the date of issue of the court proceedings.

(4) Where the party commences or has commenced court proceedings otherwise than in consequence of a direction made by the Tribunal, the written notice to which paragraph (2)(a) refers must be provided within 14 days after the date of commencement of the court proceedings or, if later, within 7 days after the date of provision of the written notice in accordance with rule 28(3) that the matter has been received by the Tribunal.

(5) In this rule—

"the date on which the matter before the court is finally disposed of" means the earliest date on which the court proceedings relating to the matter (including any court proceedings on or in consequence of an appeal) have been determined and any time for appealing or further appealing has expired.

(6) In this rule and in rule 39—

"the final court order" means the order made by the court that records the court's final determination (on appeal or otherwise).

**39.**—(1) This rule applies where the Tribunal has directed a party under section 110(1) of the 2002 LR Act to commence court proceedings for the court's decision on the whole or part of a matter.

(2) Upon receipt by the Tribunal of notice under rule 38(2)(a) that court proceedings have been issued, the Tribunal proceedings, or the relevant part of those proceedings, are automatically stayed pending the final court order.

(3) Subject to sub-paragraph (4) and any question of costs, once the Tribunal has received a copy of the final court order in accordance with rule 38(2)(c), unless the court directs otherwise, the Tribunal proceedings, or the part of the matter, are to be regarded as stayed.

(4) The Tribunal may make a decision, including lifting a stay under this rule, either with or without a hearing and either with or without giving prior notice to the parties if—

(a) such a decision is necessary, in addition to the final court order, to implement the final court order; and

(b) the Tribunal would have had the power to make such a decision if the Tribunal had made a decision in relation to the proceedings.

(5) Where the stay referred to in paragraph (2) relates only to part of the matter, the Tribunal may stay the proceedings in relation to any other part of the matter before the Tribunal pending the final court order.

(6) While the court proceedings are still pending, the party directed to commence court proceedings must notify the court of any decision made by the Tribunal within 14 days after the date on which it receives the Tribunal decision.

...



HM Courts & Tribunals Service

# Property Chamber
# Land Registration Division
# First-tier Tribunal

## A short guide for users

**Issued by the Property Chamber,**
**First-tier Tribunal,**
**Land Registration division**

**May 2018 edition**

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Contents


| | | Page |
|---|---|---|
| **Useful contact information** | | 4 |
| **The law we must follow** | | 4 |
| **1** | **Introduction** | 4 |
| 1.1 | This leaflet | 4 |
| 1.2 | Who we are | 5 |
| 1.3 | The types of cases we deal with covered by this Guide | 5 |
| 1.4 | The 'overriding objective'? | 5 |
| **2** | **Extent of the Tribunal's jurisdiction in reference cases** | 6 |
| **3** | **Procedure** | 7 |
| 3.1 | Reference cases | 7 |
| (a) | What is a reference case? | 7 |
| (b) | How reference cases start | 7 |
| (c) | Statements of case | 7 |
| (d) | Order to start court proceedings | 8 |
| (e) | Notice of court proceedings | 9 |
| 3.2 | Rectification cases | 9 |
| (a) | What is a rectification case? | 9 |
| (b) | How rectification cases start | 10 |
| (c) | Objections | 10 |
| **4** | **Representation** | 11 |
| **5** | **Orders** | 11 |
| 5.1 | Directions | 11 |
| 5.2 | Consolidated proceedings and lead cases | 12 |
| 5.3 | Security for costs | 12 |
| 5.4 | Adding to and replacing the people involved | 12 |
| 5.5 | Witness statements and Further Information | 13 |
| 5.6 | Witness summonses | 13 |
| 5.7 | Site visits | 13 |
| 5.8 | Preliminary issues | 13 |
| 5.9 | Extensions of Time | 14 |
| 5.10 | Withdrawals | 14 |
| 5.11 | Striking out/Summary disposal | 14 |
| **6** | **Hearings** | 15 |
| 6.1 | What is a hearing? | 15 |
| 6.2 | What is evidence? | 15 |
| 6.3 | Decision without a hearing | 16 |
| 6.4 | Notice of hearing | 16 |
| 6.5 | Where the hearings take place | 16 |
| 6.6 | Representation | 16 |
| 6.7 | Absence from a hearing | 16 |

| | | |
|---|---|---|
| 6.8 | What will happen on the day of the hearing? | 16 |
| 6.9 | What happens at the hearing? | 17 |
| **7** | **Decisions** | **17** |
| 7.1 | Will there be a written decision? | 17 |
| **8** | **Costs and fees** | **17** |
| 8.1 | Will I have to pay fees to the Tribunal? | 17 |
| 8.2 | Will I have to pay costs to someone else involved in the case? | 17 |
| 8.3 | Can I get Legal Aid? | 18 |
| **9** | **Setting aside a final decision** | **18** |
| **10** | **Appeals** | **18** |
| 10.1 | Right of appeal | 18 |
| 10.2 | Permission to appeal | 19 |
| 10.3 | Stay | 19 |
| **11** | **Standards and complaints** | **20** |
| 11.1 | Standards | 20 |
| 11.2 | Comments or complaints | 20 |
| **12** | **Mediation** | **21** |
| **13** | **Key words and phrases** | **21** |

## Useful contact information

### Property Chamber, First-tier Tribunal, Land Registration division

3rd Floor
10 Alfred Place
London
WC1E 7LR

Phone: 020 7291 7250
Gold Fax: 0870 739 4134

DX: 305001 Tottenham Court Road 5

E-mail: landregistration@hmcts.gsi.gov.uk
Website: https://www.gov.uk/apply-land-registration-tribunal

You can contact us from 9am to 5pm, Monday to Friday.

### Land Registry

HM Land Registry Head Office
Trafalgar House
1 Bedford Park
Croydon CR0 2AQ

DX 8888 Croydon 3

Phone: 0300 006 5666

Website: www.landreg.gov.uk

## The law we must follow

**Land Registration Act 2002** as amended by the Transfer of Tribunal Functions Order 2013[1]. This Act as amended is referred to in this Guide[2] as **'the Act'**. Section numbers in the notes to this Guide refer to sections in the Act unless stated.

**The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013[3].** These are referred to in this Guide as **'the Rules'**. Rule numbers in the notes to this Guide refer to these Rules unless stated.

Note that some of the Rules do not apply to Land Registration cases.

## 1 Introduction

### 1.1 This leaflet

This leaflet applies to:-

- cases received by the Tribunal on or after Monday 1 July 2013; and

[1] Statutory Instrument 2013 no. 1036
[2] In the Rules it is referred to as 'the 2002 L R Act'.
[3] Statutory Instrument 2013 no. 1169

- cases which are in progress in the Tribunal on that date, unless some or all of the Rules are expressly dis-applied in individual cases.

It aims to give you helpful information on what we do. It is not a substitute for the Act or the Rules and has no legal power. Further information can be found at www.justice.gov.uk. If you are not sure about your position or your options, you should get professional legal advice.

### 1.2 Who we are

We are part of the Property Chamber of the First-tier Tribunal. We deal with Land Registration cases[4]. The areas we are responsible for are set out in paragraph 1.3 below. We carry out our responsibilities in line with the 'overriding objective' set out in paragraph 1.4.

We can make decisions on cases or order[5] people to start court proceedings.

Our offices and permanent hearing rooms are in London and it is easier to arrange a hearing here, but we can arrange a hearing anywhere in England and Wales if necessary, as long as a hearing room is available.

### 1.3 The types of cases we deal with covered by this Guide

This Guide covers

- **Reference cases -** applications to the Land Registry where there is a dispute between the people involved and no agreement has been reached. The Registrar must refer these cases to us[6].
- **Rectification Cases -** applications to correcting or set aside certain documents relating to registered land[7] made direct to the Tribunal.

We also have jurisdiction to hear appeals against Land Registry decisions regarding the entry into, alteration or termination of Network Access Agreements[8]. Network Access Agreements govern the terms on which people can gain electronic access to the registers held by Land Registry and, in certain circumstances, carry out transactions with the Registry electronically. These appeals are not covered by this guide.

Other divisions of the Property Chamber of the First-tier Tribunal deal with other types of cases, but those are also not covered by this guide.

### 1.4 The 'overriding objective'

The overriding objective of the Rules is to enable us to deal with cases as fairly

---

[4] i.e. cases which before 1 July 2013 were being, or would have been, dealt with by the Adjudicator to Her Majesty's Land Registry, now abolished.
[5] Section 110(1) of the Act
[6] Sections 108(1) and 73(7) of the Act
[7] Section 108(2) of the Act
[8] Section 108(1)(b) and paragraph 4 of Schedule 5 of the Act.

and justly as possible[9].

This involves:-

(a) dealing with cases in ways that are in proportion to:

- how important the case is;
- how complex the case is;
- the anticipated costs; and
- the resources of each person involved and of the Tribunal

(b) seeking to be flexible and avoiding unnecessary formality

(c) making sure that everyone can take part in the proceedings, as far as practicable;

(d) saving expense;

(e) using the Tribunal's expertise effectively; and

(f) avoiding delay, provided that doing so does not interfere with proper consideration of the issues[10]

We must aim to meet the overriding objective when:

- using any power given to us under the Rules; or
- interpreting the Rules or any Practice Direction[11]

Everyone involved in the case must help us to meet the overriding objective and co-operate with us generally[12].

## 2 Extent of the Tribunal's jurisdiction in Reference Cases

In Reference Cases, we can only deal with the application referred by the Land Registry[13] and the costs of its proceedings[14]. We have no power, for example, to order that a property be sold, or that one party pay compensation (as opposed to costs). The court does have power to make such orders if appropriate.

The final order therefore usually only requires the Chief Land Registrar to cancel or give effect to the whole or part of the original application[15] and deals with costs[16].

There are some limited exceptions:-

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[9] Rule 3(1)
[10] Rule 3(2)
[11] Rule 3(3)
[12] Rule 3(4)
[13] Section 108(1) and 73(7) of the Act
[14] Section 29(1)(a) Tribunals, Courts and Enforcement Act 2007 and rule 13(1)(c)
[15] Rule 40(2)
[16] Rule 13(1)(c) and (2)-(9)

- We can specify exactly what entry/ies should be made in the register[17];
- We can specify that any future application to the Land Registry of a specified kind by one or more parties to the proceedings be rejected by the Land Registry, conditionally or unconditionally[18]; and
- We have additional powers[19] where the referred application is based on adverse possession[20] and an 'equity by estoppel'[21] is also involved.

## 3 Procedure

### 3.1 Reference cases

This section sets out the procedure in a typical reference case. The Tribunal has power to give directions to alter the procedure in appropriate cases.

#### (a) What is a reference case?

A reference case is where an application has been made to the Land Registry and it has been objected to by someone else. The Land Registry will encourage the people involved to resolve the matter, but if they cannot reach an agreement, the Land Registry refers the matter to us under the Act[22].

#### (b) How reference cases start

The Registrar at the Land Registry refers a case to us with a summary of the case to date. Please note, however, that we will approach the case with a "fresh start".

We will send a notice to everyone involved setting out details of the case.[23]

The notice will also explain who is the Applicant and who is the Respondent in our proceedings[24] . We may decide that the Objector at the Land Registry should be the Applicant and that the Applicant at the Land Registry should be the Respondent. Generally, the party who we consider should have to prove their case will be named as Applicant.

#### (c) Statements of Case

**Applicant**

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[17] Rule 40(3)(a)
[18] Rule 40(3)(b)
[19] Section 110(4) of the Act
[20] i.e. applications which were made to Land Registry under paragraph 1 of Schedule 6 to the Act (some applications based on adverse possession where the land involved is already registered).
[21] An 'equity by estoppel' arises in some (but not all) circumstances where one person makes representations to a second person which that second person relies on to their detriment. The Tribunal cannot offer advice as to whether a particular case falls into this category or not.
[22] Section 73(7) of the Act
[23] Rules 28(3)(a) and (b)
[24] Rule 28(3)(c)

The notice will also usually direct the Applicant to send to us and to the Respondent, within 28 days[25], a Statement of Case containing[26]:-

(a) the name and address of the Applicant;

(b) the name and address of the Applicant's representative (if any);

(c) an address where documents can be served on the Applicant;

(d) the Applicant's reasons for supporting or objecting to the original application to the Registrar - this should identify all relevant facts and matters relied upon; and

(e) a list of and copies of all documents which

(i) are important to the Applicant's cases; or
(ii) the Tribunal and/or any other party to the proceedings will require in order properly to understand the Applicant's case

**Respondent**

The Respondent will normally be required to serve their Statement of Case within 28 days of receiving the Applicant's Statement of Case. The Respondent's Statement of Case should be served on the Applicant and on the Tribunal and should contain:-[27]

(a) the Respondent's reasons for supporting or objecting to the original application – this should identify all relevant facts and matters relied upon;

(b) a list of and copies of all documents which
(i) are important to the Respondent's case; or
(ii) the Tribunal and/or any other party to the proceedings will require in order properly to understand the Respondent's case

We may extend these time limits if the applicant or respondent applies to us to do so, but only if we consider it appropriate. We will make whatever arrangements are necessary for the case to be properly prepared. Please see below for more information on Extensions of Time[28]

**(d) Order to start court proceedings**

At any stage in the proceedings, we can decide to order[29] one of the people

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[25] Rule 27(3)
[26] Rules 28(4), 6(3)(d) and 16(2)(b)
[27] Rule 30(1)
[28] Paragraph 5.9 below
[29] Section 110(1) of the Act

involved to start court proceedings.

This is usually because our jurisdiction is limited. The Tribunal can only deal with the application referred to it by the Land Registry[30] and the costs of its proceedings[31]. Further information on this is given above[32].

The people involved may make representations as to[33]:-

* Whether we should make an order to start court proceedings.
* Who we should order to start court proceedings.
* The time within which court proceedings should start.
* The questions the court should decide on.

**(e) Notice of court proceedings**

If any party starts court proceedings, whether we have directed them to do so or not[34], that party must, within 14 days of the start of the court proceedings, send us a written notice stating[35]:-

(i) that court proceedings have been issued;
(ii) the date court proceedings were issued;
(iii) the names and any known addresses of the people involved in the court proceedings;
(iv) the name of the court at which the court proceedings will be heard;
(v) the case number given to the court proceedings; and
(vi) the way and extent to which the court proceedings concern or relate to the matter before the Tribunal.

If court proceedings are issued under a direction to do so from the Tribunal, our proceedings are automatically stayed on service of this notice[36]. If court proceedings are issued when no such direction has been given, we will normally stay our proceedings but need not do so[37].

Where the court gives a decision on an application for an extension of time, the same party must serve on us a copy of that decision within 14 days[38].

The same party must, within 14 days of the date that the matter before the court is finally disposed of, serve on us a copy of the final court order[39].

## 3.2 Rectification cases

[30] Sections 108(1) and 73(7) of the Act
[31] Section 29(1)-(3) Tribunals Courts and Enforcement Act 2007 and rule 13(1)(c)
[32] Paragraph 2 above
[33] Rule 37
[34] Rule 38(1)
[35] Rule 38(2)(a)
[36] Rule 39(2)
[37] Rule 6(3)(m)
[38] Rule 38(2)(b)
[39] Rule 38(2)(c)

This section sets out the procedure in a typical rectification case. The Tribunal has power to give directions to alter the procedure in appropriate cases.

**(a) What is a rectification case?**

We have power to correct or set aside certain documents relating to registered land[40]

The power is the same as that used in the High Court. The general law about the effect of an order of the High Court will apply to an order we make.

**(b) How rectification cases start**

The person applying for rectification or setting aside must apply directly to us. An application form is available on our website. A rectification application must[41] be signed and dated and include

- the name and address of the Applicant;
- the name and address of the Applicant's representative (if any);
- an address where documents can be served on the Applicant;
- the name and address of each Respondent;
- the address of the premises or property to which the application relates;
- the Applicant's connection with the premises or property;
- the name and address of any landlord or tenant of the premises to which the application relates;
- the result the Applicant is seeking;
- the Applicant's reasons for making the application – this should identify all relevant facts and matters relied upon; and
- a statement that the Applicant believes the facts stated in the application are true

If the application is outside our jurisdiction we will strike it out[42], but we must give the parties a chance to make representations before doing so[43].

Otherwise, we will send, or direct the Applicant to send[44] a copy of the application[45] to the person the Applicant wants the order to be made against and any other person we think should be a party to the proceedings[46].

**(c) Objections**

If a person wishes to object, their response be served on the Applicant and on the Tribunal within 28 days[47] of receiving the copy application and should contain[48]:-

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[40] Section 108(2) of the Act
[41] Rule 26(2)
[42] Rule 9(2)
[43] Rule 9(4)
[44] Rule 16(2)
[45] Rules 29(8)(a)
[46] Rule 29(8)
[47] Rule 29(8)(b)
[48] Rule 30(1)

- the Respondent's reasons for objecting to the original application – this should identify all relevant facts and matters relied upon; and

- a list of and copies of all documents which

    - are important to the Respondent's case; or
    - the Tribunal and/or any other party to the proceedings will require in order properly to understand the Respondent's case

The Respondent should also provide any correction to their address for service as provided by the Applicant at this stage.

An objection form can be downloaded from our website.

## 4. Representation

Any of the people involved may represent themselves or ask another person (whether legally qualified or not) to represent them or help them[49]. If you want us to correspond with your representative rather than with you, you or they must give us and the other party their address[50]. We can correspond either with you or with your representative, but will not normally write to both at the same time.

Getting evidence together and arguing a case at a hearing is not always easy. If you want advice, you should get professional help from a solicitor, direct-access barrister, Law Centre, Citizens Advice Bureau or other adviser.

We will respond to correspondence and phone calls and give advice only on matters of procedure. We cannot give you advice on your case or how to prepare it.

## 5 Orders

### 5.1 Directions

We may issue directions in relation to the conduct or disposal of proceedings at any time. This can include a direction amending, suspending or setting aside a previous direction[51]. Directions are usually given:-

- to manage the proceedings in accordance with the overriding objective[52];
- so that the people involved can prepare for the hearing; or
- to make a decision on the matter or any questions of dispute in the proceedings without a hearing[53].

Non-compliance with our directions may result in sanctions being imposed[54]. Anyone involved in a case may ask us to issue a direction. They must give reasons for

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[49] Rule 14(1)
[50] Rule 14(2)
[51] Rule 6(2)
[52] Rule 3
[53] Rules 9, 31 and 39(4)
[54] Rule 8

applying[55]. A request can be made in writing or orally in the course of a hearing[56]. Please note we cannot accept applications for directions by telephone.

The Tribunal may hold a Case Management Conference or Pre-Trial Review[57].

### 5.2 Consolidated proceedings and lead cases

If a reference or rectification application is related to another reference or rectification application, we may (if we feel it is appropriate or practical to do so) direct that:-

* any or all of those related references or rectification applications should be dealt with together ('consolidated')[58]; or
* one or more of the cases should be treated as a lead case, with the other related cases being stayed to await the outcome of the lead case(s)[59]

### 5.3 Security for costs

The Tribunal may order that an Applicant provides security for the costs a Respondent will incur in the proceedings[60].

The Tribunal can make such an order if it is just to do so[61], the Applicant can comply with the order[62] and one or more of the following conditions applies[63]:-

(a) the Applicant is resident outside England and Wales and does not reside in the European Union, Iceland, Norway or Switzerland
(b) [omitted]
(c) the Applicant is a company or other corporate body and there is reason to believe that it will be unable to pay the Respondent's costs if ordered to do so.
(d) the Applicant has changed his address since the case began with a view to evading the consequences of the litigation.
(e) the Applicant has either failed to give his address in the document starting proceedings or has given an incorrect address in that document.
(f) the Applicant is acting as a nominee for someone else and there is reason to believe that he will be unable to pay the Respondent's costs if ordered to do so.
(g) the Applicant has taken steps in relation to his assets that would make it difficult to enforce an order for costs against him.

Any application must be accompanied by written evidence and the Respondent must provide copies of the application and evidence to the Applicant(s)[64]. The Tribunal cannot order security for costs if it is has directed one of the parties to commence court

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[55] Rule 7(3)
[56] Rule 7(2)
[57] Rule 6(3)(h)
[58] Rule 6(3)(b)
[59] Rules 6(3)(b) and 23
[60] Rule 12(1)
[61] Rule 12(4)(b)
[62] Rule 12(4)(c)
[63] Rule 12(4)(a) incorporating rule 25.13(2) Civil Procedure Rules 1998 (S.I. 1998 no. 3132) as amended
[64] Rule 12(3)

proceedings[65].

### 5.4 Adding to and replacing the people involved

The Tribunal may give directions for any person to:

- become involved;
- cease to be involved; or
- replace someone who is already involved[66].

The parties[67] or a person who is not already a party[68] can apply for such directions

### 5.5 Witness statements and further information

We may give directions requiring a party to serve documents, information or submissions on the Tribunal, another party and/or the Land Registry[69].

This could take the form of, for example:-

* a statement of facts;
* a summary of arguments, or
* such further information as reasonably required for determination of the matter.
* a witness statement;

A witness statement should contain:-

- the case number;
- the names of the parties to the case;
- the name, address and occupation of the witness; and
- on whose behalf the statement is being made.

The statement should clearly differentiate between facts in the knowledge of the witness and any matters referred to that are a matter of belief.

A statement of truth, signed by the witness and made in the following terms, should verify the statement:

> "I believe the facts and matters contained in this statement are true."

### 5.6 Witness summonses

We can issue a witness summons requiring any person to come to a hearing to give evidence, or to produce any relevant document we ask for which is in that person's possession or control[70]. If that person does not comply, the Upper Tribunal can enforce the order on our behalf[71].

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[65] Rule 12(2)
[66] Rule 10(1)
[67] Rule 7(1)
[68] Rule 10(3)
[69] Rule 6(3)(d)
[70] Rule 20
[71] Section 25 Tribunals, Courts and Enforcement Act 2007 and Rule 8(5)

### 5.7 Site visits

We may want to visit a property to help us make a decision on the matter[72]. If so, we will send a formal request to the person who owns or controls the property. We will give reasonable notice of the proposed visit and will send copies to everyone involved.

### 5.8 Preliminary issues

If any of the people involved asks us to, or the Tribunal thinks it is appropriate, we may decide part of the case that is in dispute as a 'preliminary issue'[73] (with or without a hearing[74]). If our decision on the preliminary issue will decide on the whole of the matter, we will treat that decision as the final order

### 5.9 Extensions of Time

Any party may request an extension of time to comply with a direction at any point of the proceedings[75]. If a party gets the consent of all other parties involved and gives proof of this consent to us, the Tribunal will grant the extension of time request if it is appropriate to do so. This is the most efficient way of applying for an extension of time and it is recommended that the consent of the other parties be gained before an application is made.

If a party does not show proof of the consent of all other parties, we will usually contact those other parties to see if they agree or object to the request. If the other parties object to the extension of time, or the request is for longer than 4 weeks, the Tribunal will consider the request and make the appropriate order.

An extension of time should not be taken as granted until written confirmation has been received from us. An extension of time cannot be granted on the telephone.

### 5.10 Withdrawals

In Reference Cases it is not possible for a party to withdraw the application (or any objection) unilaterally by letter after the reference to the Tribunal has been made.[76] This applies whether the letter is sent to the Land Registry or to the Tribunal. An order of the Tribunal or the court will still be required to dispose of the referred application.

Any party who wishes to withdraw should agree the terms of a consent order with the other party or parties. The body of a consent order should include a direction from the Tribunal requiring the Chief Land Registrar to cancel or (as applicable) to give effect to the original application, and any provision as to costs. Other matters agreed between the parties can be included in a schedule to the order if desired, but this is not obligatory.

### 5.11 Striking out/Summary disposal

#### (a) Automatic strike-out

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[72] Rule 21
[73] Rule 6(3)(g)
[74] Rule 31
[75] Rules 7(1)-(2) and 6(3)(a)
[76] Court of Appeal decision in Chief Land Registrar –v- Silkstone and others [2011] EWCA Civ. 801 (14 July 2011)

If a party fails to comply with a direction of the Tribunal which warns them that their case will be struck out if they do not do so, that party's case will automatically be struck out[77].

**(b) Mandatory strike-out**

The Tribunal must strike out the proceedings if it has no jurisdiction to hear the case and cannot or does not transfer it to a court or tribunal which does have jurisdiction[78].

**(c) Discretionary strike-out**

If any of the parties to the proceedings asks us to, or the Tribunal thinks it appropriate, the Tribunal may strike out all or part of a party's case[79] if :-

(a) that party has failed to comply with a direction of the Tribunal which warns them that their case may be struck out if they do not do so;

(b) that party has failed to co-operate with the Tribunal to such an extent that the Tribunal cannot deal with the case fairly and justly;

(c) the Tribunal has already dealt with a previous case between the same parties involving all or most of the same facts;

(d) the proceedings, or the way that party has conducted them, are frivolous, vexatious or otherwise an abuse of the Tribunal's process; or

(e) there is no reasonable prospect of all or part of that party's case succeeding.

Except where automatic strike-out operates, the Tribunal will give the parties a chance to make representations before making a strike-out order.

In Reference Cases, where any strike-out brings the case to an end, the Tribunal will also make an order specifying how the Chief Land Registrar is to dispose of the referred application(s).

## 6 Hearings

### 6.1 What is a hearing?

A hearing we control is similar to a hearing in a court of law, although in some ways it is slightly less formal. It is usually held in public[80]. The people involved come with their witnesses to argue their case and to present their evidence. Each side is expected to put their evidence together and let the other side see it before the hearing. This allows each side to see how strong a case they have and to prepare a reply to the other side's

[77] Rule 9(1) (Applicant) and 9(7)(a) (Respondent)
[78] Rule 9(2) (Applicant) and 9(7)(a) (Respondent)
[79] Rule 9(3) (Applicant) and 9(7)(a) (Respondent)
[80] Rule 33(1)

evidence, if they need one. The people involved must also help us to maintain the 'overriding objective'. Directions regarding the preparation and exchange of evidence will normally be given after the parties have served their statements of case.

### 6.2 What is evidence?

Evidence is anything that can be used to prove or disprove facts which can help to support either side's case. It includes what witnesses say in witness statements or at the hearing itself. We take more account of witnesses who go to the hearing and who can be asked questions in cross-examination, except where we have directed that they do not need to attend. Evidence can also include title deeds, plans, photographs and other documents, and experts' reports if we allow an expert witness to give evidence.

The people involved cannot call an expert witness at the hearing, or use an expert's report as evidence, without our permission[81]. The Tribunal will normally give directions as to when an expert's report has to be provided after service of Statements of Case[82].

### 6.3 Decision without a hearing

We may make a decision without a hearing if either all the people involved agree[83] or we give notice to the people involved and no party objects to our proceeding in this way[84]. The people involved may also ask us to make a decision without a hearing.

We may also make a decision without a hearing to strike some or all of a party's case[85], or to implement a decision of the court where court proceedings were issued in compliance with a direction of the Tribunal to do so[86].

### 6.4 Notice of hearing

We will send everyone involved a written notice of our intention to hold a hearing at least 14 days before the hearing, unless all parties agree to shorter notice, or in urgent or exceptional circumstances[87]. We will give the date, time and place of the hearing.

### 6.5 Where the hearings take place

Our main premises for holding hearings are in London and it is usually possible to arrange hearings more quickly there. We can also hold hearings at local venues. If the people involved want a hearing to take place locally, we will normally arrange for a suitable hearing room to be available.

### 6.6 Representation

Your representative[88] can represent you or help you at the hearing.

### 6.7 Absence from a hearing

If a party does not go to a hearing and is not represented, the Tribunal may continue

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[81] Rule 19(2)
[82] This will almost certainly be earlier than 7 days before the hearing (the time given in rule 19(4))
[83] Rule 31(2)(a)
[84] Rule 31(3)
[85] Rule 9 – see paragraph 5.11 above
[86] Rule 39(4)
[87] Rule 32
[88] See paragraph 4 above

with the hearing and reach a final decision in their absence if the Tribunal considers that the absent party has been notified of the hearing or that reasonable steps have been taken to do so, and that it would be in the interests of justice to continue[89].

### 6.8 What will happen on the day of the hearing?

On the day of the hearing, you will be shown to the room where the hearing will be held. Do not worry if you have not been to a hearing before. You will be shown where to sit. You will also be given other necessary information, such as how to address the Judge and where witnesses sit when giving evidence.

### 6.9 What happens at the hearing?

The usual order of events is:

- The Applicant or their representative begins the hearing by giving a summary of the questions that the Tribunal has to decide.
- The Applicant's witnesses are called in turn to give evidence on oath or affirmation.
    - Usually, each witness is asked to give his or her name and address and to confirm that the contents of his or her statement are true.
    - The Respondent or their representative may then cross-examine the witness about the facts set out in the statement.
    - If the Applicant or their representative has any questions for the witness which arise from the cross-examination, they can ask them once the cross-examination has finished.
- The Respondent's witnesses are then called to give evidence. The procedure is similar to that of the Applicant's, with the Applicant or their representative cross-examining and the Respondent or their representative asking further questions if necessary.
- The Respondent or their representative puts his or her legal arguments to the Judge, referring to the evidence that has been given.
- The Applicant or their representative does the same.
- The Judge may ask questions at any time.

## 7. Decisions

### 7.1 Will there be a written decision?

At the end of the hearing, the Judge may give a decision straight away. He or she may also give detailed reasons for the decision at the same time. In most cases, however, the decision will be delayed, with the reasons given later in writing and sent to the people involved as soon as possible[90].

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[89] Rule 34

[90] Rule 36(2)

## 8. Costs and fees

### 8.1 Will I have to pay fees to the Tribunal?

No. Our services are free of charge.

### 8.2 Will I have to pay costs to someone else involved in the case?

We can decide whether to make an order that a party must pay all or part of the costs of the other side in relation to proceedings we control[91], unless the people involved have agreed who should pay. We may decide that the losing side should pay all the costs of both sides. This will not always happen because we must take account of all the circumstances and try to do what is fair in each case.

An application for costs must be made within 28 days of the date the Tribunal sends the order recording the decision which disposes of the proceedings at the latest[92]. The Tribunal will not usually make an order for costs until the end of the proceedings.

An order for costs may also say that we will assess the costs if the amount cannot be agreed[93]. We have similar powers to courts in respect of costs[94]. We may set the time limit within which the costs are to be paid, or order a payment on account of costs to be paid before costs are assessed[95].

### 8.3 Can I get Legal Aid?

No. Legal Aid is not available for our proceedings.

## 9. Setting aside a final decision

A party can apply to the Tribunal to set aside its own decision[96]. The application must be received by the Tribunal within 28 days of the date we send out the written decision (or, if later, the written reasons for the decision)[97]. The Tribunal can only set aside its own decision if it is in the interest of justice to do so[98] and if[99]:

(a) a relevant document was not received by that party or their representative at an appropriate time;
(b) a relevant document was not received by the Tribunal at an appropriate time;
(c) a party or their representative was not present at a hearing in the proceedings; or
(d) there has been some other procedural mistake in the proceedings.

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[91] Rule 13(1)(c)
[92] Rule 13(5)
[93] Rule 13(7)(a) and (c)
[94] Rule 13(8), incorporating Parts 43-47 of the Civil Procedure Rules 1998 (S.I. 1998 no. 3132) as amended, section 74 County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 (S.I. 1991 no. 1184) in each case with necessary modifications
[95] Rule 13(9)
[96] Rule 51(1)
[97] Rule 51(3)
[98] Rule 51(1)(a)
[99] Rule 51(2)

## 10 Appeals

This section applies where any right to appeal is exercised on or after 14 May 2018.

### 10.1 Right of appeal

There is a right of appeal to the Upper Tribunal[100], Lands Chamber[101] on questions of both law[102] and fact[103], but only if permission to appeal is given[104].

### 10.2 Permission to appeal

If a party wishes to appeal they must first ask in writing[105] for permission from us. A letter setting out the reasons for the appeal will suffice. That request must be received by us within 28 days of the latest of the date the Tribunal sends to the person making the request[106]:-

(a) the written decision;
(b) any amended reasons for, or correction of, the decision following a review;
(c) notification that an application to set the decision aside has been unsuccessful

On receipt of an application for permission to appeal, a Judge here will consider whether or not to review our decision[107]. The Judge will only review the decision if satisfied that a ground of appeal is likely to be successful[108].

If the we do not review or change the decision the Judge will go on to consider whether or not to give permission to appeal[109].

If (but only if[110]) we refuse permission to appeal, then the person making the request may make a further application for permission to the Upper Tribunal, Lands Chamber. Any such application must be received by the Upper Tribunal within 14 days of the date we sent out our decision to refuse permission[111].

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[100] See notes 102 and 103 below
[101] Article 12 of the First-tier Tribunal and Upper Tribunal (Chambers) Order 2010 (Statutory Instrument 2010/2655 as amended), as inserted by Article 7 of the First-tier Tribunal and Upper Tribunal (Chambers) (Amendment) Order 2013 (Statutory Instrument 2013/1169) and as subsequently reamended (by removing the exception for Land Registration cases) bv Article 2(2) of the First-tier Tribunal and Upper Tribunal (Chambers) (Amendment) Order 2018, S.I. 2018 no. 509

[102] Sections 11(1) and (2) of the Tribunals, Courts and Enforcement Act 2007
[103] Section 111(1) of the Act as amended by paragraph 231(a) in Part 3 of Schedule 1 to the Transfer of Tribunal Functions Order 2013.
[104] Section 11(3) of the Tribunals, Courts and Enforcement Act 2007
[105] Rule 52(1)
[106] Rule 52(2)
[107] Rule 53(1)
[108] Rule 55(1)(b)
[109] Rule 53(2)
[110] Rule 21(1) Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010 (Statutory Instrument 2010/2600) as amended
[111] Rule 21(2) Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010 (Statutory Instrument 2010/2600) as amended

For information about appealing or permission to appeal visit our pages or those of the Upper Tribunal, Lands Chamber on www.gov.uk or contact

The Upper Tribunal, Lands Chamber
5th Floor, Rolls Building,
7 Rolls Building, Fetter Lane,
London, EC4A INL

Tel: 0207 612 9710 E-mail: lands@hmcts.gsi.gov.uk

### 10.3 Stay

If you want a stay of our order pending an application for permission to appeal you should apply for that stay expressly at the same time as you apply for permission to appeal[112] and give reasons. You must also serve a copy on the other parties to the case[113]. A stay of the order is not automatic even if we grant permission to appeal.

If you want a stay of an order addressed to the Chief Land Registrar in a Reference Case, you should also notify the Land Registry immediately on receipt of the order, of your intention to appeal and to ask for a stay. If you do not, the Land Registry may give effect to our order before the appeal is decided.

## 11 Standards and complaints

### 11.1 Standards

There are certain standards of service and performance that we are committed to achieve. These are to:

- process new cases and acknowledge we have received notices of cases within 5 working days;
- offer hearing dates within 10 weeks of the case being ready;
- tell everyone involved the hearing date within 5 working days of fixing the date;
- draw up and send everyone involved signed decisions within 5 working days of receiving them;
- deal with all enquiries and correspondence politely and promptly; and
- reply to 95% of correspondence within five working days and 100% of correspondence within 10 working days.

### 11.2 Comments or complaints

If you have any comments or complaints about the service you have received from us, contact the Delivery Manager:

Shazan Nazir
3rd Floor
10 Alfred Place
London WC1E 7LR

[112] Rule 54(1)
[113] Rule 54(2)

Phone: 020 7291 7250 Fax: 020 7291 7251
E-mail landregistration@hmcts.gsi.gov.uk

The HMCTS information note "Unhappy with our service- what can you do?" (EX 343) is available through a link at https://www.gov.uk/government/publications/form-ex343a-complaint-form

This procedure cannot be used to complain about an order of the Tribunal. If you are not happy with an order of the Tribunal, you can ask for it to be set aside[114] or for permission to appeal[115]

## 12 Mediation

The Tribunal offers free mediation in many Land Registration cases.

Mediation is a voluntary process which aims to assist the parties to reach agreement to resolve their differences and avoid the delay and expense of a full hearing. It is only available if all parties agree to use it. No solution can be imposed on any party in a mediation.

Mediation is normally limited to 1 day. You will usually be offered mediation at the start of your case in the Tribunal, unless there is a good reason not to (e.g. there are court proceedings already underway). The Tribunal will also normally consider whether or not your case is suitable after the parties have served their Statements of Case. If your case is suitable, you will then be asked again whether or not you agree to mediation.

## 13 Key words and phrases

| | |
|---|---|
| The Act: | the Land Registration Act 2002. |
| Address for Service: | address of the party or party's representative where correspondence will be sent and documents served. |
| Applicant: | In Reference Cases the person we name as such to serve their Statement of Case first. In Rectification Cases, the person who makes an application to put right or set aside a document. |

[114] See paragraph 9 above
[115] See paragraph 10 above

| | |
|---|---|
| Cross Examination: | questions asked by an opposing party of a party's witness. |
| Document: | anything in which information is recorded in any form. |
| Land Registration Case: | Tribunal cases under the Land Registration Act 2002, principally Reference Cases and Rectification Cases (both defined below). |
| Matter: | the subject of a Reference Case or a Rectification Case. |
| Original application: | in a Reference Case, the application originally made at the Land Registry that resulted in a reference. |
| Proceedings: | the matter we are dealing with. |
| Rectification Case: | an application to us made to put right or set aside a document. |
| Reference Case: | a reference from the Registrar to us under section 73(7) of the Act of a disputed application to the Land Registry. |
| Registrar: | the Chief Land Registrar. |
| Respondent: | in Reference Cases, any person who we name as such to provide a response to the Applicant's Statement of Case. In Rectification Cases the person making an objection to an application to put right or set aside a document. |
| The Rules: | The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 |
| Statement of Truth: | a statement at the end of the document in the form |

'I believe that the facts and matters contained in this statement are true'

| | |
|---|---|
| The Tribunal/Us/We | The Property Chamber, Land Registration division of the First-tier Tribunal. |
| Witness statement: | a written statement signed by a witness containing the evidence that the witness intends to give and verified by a statement of truth (defined above). |

9221 Crystal Mark
Clarity approved by Plain English Campaign

## Example Statement of Case (Respondent)

The rules marked in the Statement of Case refer to the Tribunal Procedure (First-tier Tribunal) (Property Chamber Rules 2013. 'PD' refers to the Practice Directions which apply to Land Registration Cases. An extract of the relevant rules and Practice Directions is attached.

**Case Reference: REF/2013/.....**
**A.B – Applicant**
**Vs.**
**C.D – Respondent**

**Statement of Case by C.D. - Respondent**

PD 4.1(a)-(c)

**Name and Address for Service:**

**This is the statement of case of C.D. The address for service of documents is care of Woods & Co. of .....**

Rule 30(1)(a) and PD 4.1(d)

**Reasons for objecting to the original Application:**

**(1) The Respondent has at all material times namely since ..... 1979 been the registered proprietor of the freehold property situate at and known as .....(referred to as 'the property')**

**(2) The said property is registered at HM Land Registry under title number .... and is more particularly edged blue on the plan annexed hereto (referred to as 'the plan') and marked RD1.**

**(3) The Applicant is and has at all material times namely since 1978 been registered proprietor of the adjacent freehold property situate at and known as .....**

**(4) ..... is registered at HM Land Registry under title number ..... and is more particularly edged red on the Plan.**

**(5) It is denied that in or around ..... 1989 the Respondent discontinued possession of that part of the property hatched green on the plan comprising a concrete yard (referred to as 'the Yard') or alternatively was dispossessed of the same and the Applicant has been in continuous and exclusive possession of the yard. The Applicant or his agents acknowledged the title of the Respondent to the Yard in 1989 and again in 1996**

**(6) In response the numbered paragraphs of the Applicant's Statement of Case:**

(1) Admitted, although since 1996 the use of the land has been sporadic and restricted to the keeping of chickens.

(2) Admitted.

(3) Admitted.

(4) Admitted save that there has been access to the Yard via a gap in the hedge dividing the Yard from the Property in the position marked A on the Plan marked RD1. The photograph marked RD2 and dated around July 1990 shows the gap in the hedge through which the Respondent has periodically gained access to the Yard.

(5) Admitted, save the attempts to contact the Applicant referred to in paragraph 8 below.

(6) Admitted.

(7) In or around March 1989 the Applicant approached the Respondent's brother who was living at the property at the time, with a view to seeking permission from the Respondent, on the assumption that he was the true owner, to use the Yard. The Yard was to be used for extra storage in connection with the Applicant's small garden centre business run from the Applicant's property. The Applicant hoped to use the Yard in return for free garden supplies or a small rental fee. The Respondent was not at the property at the time, but his brother agreed to pass on the message. As the Yard was no longer in use as part of the Respondent's smallholding, the Respondent was down sizing the business with a view to retiring in a few years time, the Applicant was advised that an agreement could most likely be reached when the Respondent returned. This agreement was never formalised as the Respondent did not view the use the Applicant put the Yard to as significant, and was happy with the resurfacing and maintenance of the Yard in lieu of any payment.

(8) Following the commencement of the building of the brick storage sheds in 1996 the Respondent attempted to approach the Applicant at his shop premises on the adjacent property as no permission had been sought to erect the buildings. The Respondent was informed by one of the Applicant's employees that the Applicant was away on business and could not be contacted, but he would be informed of the Respondent's enquiries on his return. An apology was offered by the employee that the buildings had been started without seeking permission first. Subsequently, the Applicant did not make any attempt to contact the Respondent directly, but following the introduction of chickens to the Yard, and the more sporadic use of the Yard by the Applicant, the Respondent decided not to chase the matter further at that time. The Respondent was planning to fully retire and had other business matters to conclude.



(9) At no time has the Respondent been excluded from the Yard, and

has sporadically entered the Yard in order to maintain the boundary hedge referred to above. The Respondent has allowed the Applicant to continue to use the Yard under the assumption that conversations with the Applicant's employees would be reported to the Applicant, and that he would be contacted if the Applicant was not happy with the arrangement.

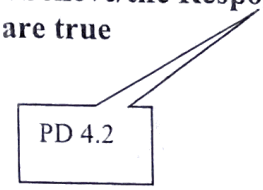
PD 4.1(e)

**List of Documents which are important to the Respondent's case or which the Tribunal or any other party will require in order properly to understand the Respondent's case [NOTE; copies of the documents in this list should also be supplied – rule 30(1)(b)]**

| Description | Original/ Copy | Date of document | Parties | Document number |
|---|---|---|---|---|
| Plan | Original | 29/3/2005 | N/A | 1 |
| Photo | Original | July 1990 | N/A | 2 |
| Conveyance | Copy | 5/5/1948 | (1) J.D. Smith and (2) L.R. Westwood | 3 |
| Transfer | Copy | 12/1/1979 | (1) L.R. Westwood and (2) C.D. | 4 |

Each page should be numbered individually

**I believe/the Respondent believes that the facts stated in this Statement of Case are true**



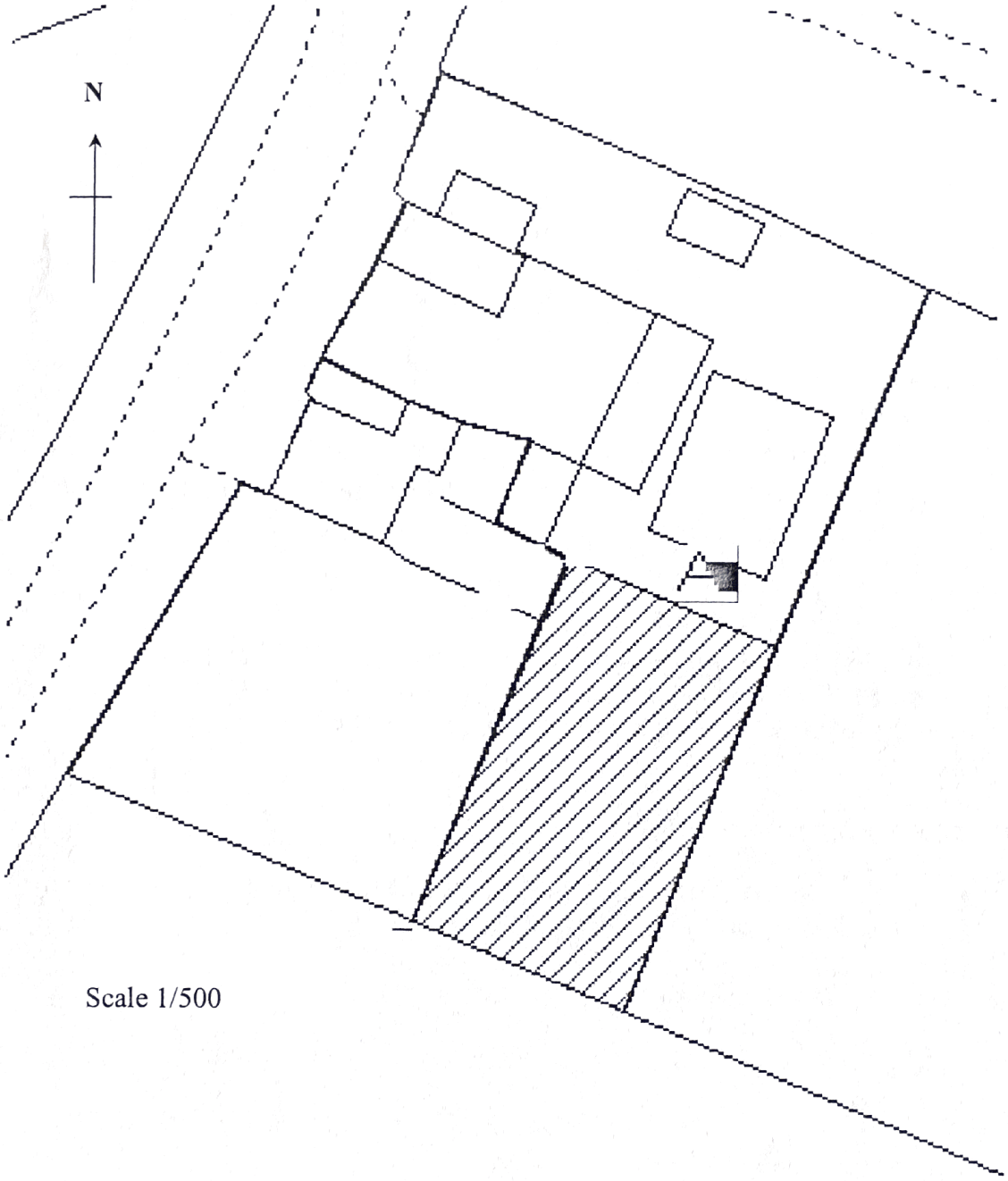

**Signed**

**……..**
**(Respondent(s)/representative)**

**I am the Respondent/Respondent's Representative and my relationship to the Respondent is**

**……**

**Plan RD1**




Scale 1/500

## Extract from Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

**Notes:** **This extract from the rules and the extract from the Land Registration Practice Directions which follows it are provided for ease of reference only. They need not be included in your Statement of Case.**

30.—(1) In … land registration cases…, the respondent's response must—

(a) state the respondent's reasons for supporting or objecting to the original application or for objecting to the rectification application (as the case may be);

(b) be accompanied by copies of any documents available to the respondent which—

(i) are important to the respondent's case; or

(ii) the Tribunal or any other party to the proceedings will require in order properly to understand the respondent's case; and

...

...

## Extract from the Practice Directions applying to Land Registration cases made under section 23 Tribunals, Courts and Enforcement Act 2007 by the Senior President of Tribunals with the approval of the Lord Chancellor

### 4. Responses served under Rule 30

4.1 A response served under Rule 30 shall contain (in addition to the matters set out at sub-rules (1)(a) and (b) the following:

(a) the name and address of the respondent;

(b) the name and address of the respondent's representative (if any);

(c) an address (in England and Wales) where documents for the respondent may be delivered;

(d) all relevant facts and matters relied upon by the respondent in support of his case;

(e) a list of all copy documents provided under Rule 30(1)(b).

4.2 The response must include a statement that the respondent believes that the facts stated in it are true.

7th August 2018

Mrs Hayes

4 Wilson Close,

Stanford Le Hope,

Essex

SS17 0LA

Richard and Kay Butcher

6 Wilson Close,

Stanford Le Hope,

Essex

SS17 0LA

C/O Penmans Solicitors

Dear Mrs Hayes

We write in respect of the visit we received by your builder on Tuesday 07th August 2018. He kindly informed us about your forthcoming planned works regarding the removal of your garden shed.

As discussed, we would be more than happy to extend any necessary access needed for him to complete the said work, making it more accessible, convenient and cost effective for yourselves. If you would simply extend to us the dates, we will facilitate access on these days/times.

Despite the ongoing albeit unnecessary (in our option) legal proceedings, we maintain, as we always have done, that you need only ask for access and it shall be granted.

I trust this further clarifies our position on the matter.

Yours faithfully

Mr and Mrs Butcher

Gerard Buggle LL.B (Hons)
Michael Hornby

Julia Clark (Conveyancing Manager)

~~Judith B. Curley Soc.LC (Licensed Conveyancer)~~
~~Susan Bond (Licensed Conveyancer)~~

# Penmans

**Solicitors and Commissioners for Oaths**

**Stanhope House**
**High Street**
**Stanford-le-Hope**
**Essex SS17 0HA**

~~**DX: 34603 Stanford-le-Hope**~~
**Fax: (01375) 641107**
**email: stanford@penmanslaw.co.uk**
**Tel: (01375) ~~677777~~ (4 lines)**
673968

Mr & Mrs R Butcher
6 Wilson Close
Stanford-le-Hope
Essex
SS17 0LA

Our ref: MDH.JW.48104/HAY

Your ref:

16 August 2018

Dear Sir/Madam

**Re: Right of Way over 6 Wilson Close, Stanford-le-Hope**

Having received the Surveyor's Report, it appears that the easement being claimed by our client does not run across land within your title, but over the land belonging to the St. Clere's Academy at the rear of the property. We are therefore withdrawing our application for the easement in respect of land in your title and are resubmitting our application in respect of the land belonging to St. Clere's Academy. It would therefore appear that you have constructed your garden room on land to which you have no title and because of our client's use of the rear access, are not likely to obtain title by adverse possession. We do suggest you seek legal advice.

Yours faithfully

Penmans Solicitors

Our office hours are 9.00am to 1.00pm and 2.00pm to 5.00pm Monday to Friday.

**PROPERTY CHAMBER, LAND REGISTRATION**
**FIRST-TIER TRIBUNAL**

# ORDER

| | |
|---|---|
| **Case Number:** | **REF/2018/0582** |
| **Title Number:** | **EX210733** |
| **Property:** | **Land at the back of 6 Wilson Close, Stanford-le-Hope Essex SS17 0LA** |
| **Applicant:** | **Ursel Klara Hayes** |
| **Respondent:** | **Richard John Butcher and Kay Butcher** |

UPON the Applicant indicating by solicitors' letter dated 16 August 2018 that she wishes to withdraw

IT IS ORDERED as follows.

1. The Applicant is give permission to withdraw

2. The Chief Land Registrar is directed to cancel the Applicant's original application dated 8 May 2017 to register a prescriptive easement.

Dated this Friday 24 August 2018

David Coffey
Registrar
BY ORDER OF THE TRIBUNAL

PROPERTY CHAMBER LAND REGISTRATION

This order has been made by a Registrar under rule 5(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Practice Statement of the Senior President of Tribunals dated 4 August 2017 and a delegation by the President of the Property Chamber dated 25 September 2017.

Accordingly, within 14 days of the date that the Tribunal sends notice of this order to a party, that party may apply in writing to the Tribunal for it to be considered afresh by a judge.

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

Mr and Mrs Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

14th September 2018

REF: EX210733/Y802DLP/DLG/23/(STD)

Dear Amanda White/Sue Lamberton

Enclosed with this letter is a copy of your Land Registry Survey dated May 2017, showing that the area highlighted pink (EX210733) belongs to us.

Please could you clarify that this is still the case. Your December 2017 report contradicts this, by implying that some of the land that is highlighted pink actually belongs to St Clere's Co-operative Academy Trust, whose school field is at the rear of our garden.

This is extremely concerning, considering your survey report in May 2017, suggests otherwise.

Yours faithfully

Mr and Mrs Butcher

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

Mr and Mrs Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

14th September 2018

REF: EX210733/Y802DLP/DLG/23/(STD)

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This is extremely concerning, considering your survey report in May 2017, suggests otherwise.

Yours faithfully

Mr and Mrs Butcher

| | |
|---|---|
| | years old (Mr Sargeant's statement and slightly weathered). Photos 9 and 10. |
| 4 Supply details of any evidence of a former feature between points 1) B-C 2) D-J | See Plot 2.<br>B to C- there is no former feature here, the present feature was added after the purchase of the land coloured Blue in 1978. Photo 5.<br>D to J- there is no former feature present. Photo 6. |
| 5 Confirm nature, use and occupation of area shown 1) coloured pink and 2) coloured blue and 3) hatched blue | See Plot 2.<br>Area coloured Pink is the private, rear garden occupied by number 6 Wilson Close. The wooden shed has been erected in 2017 (Mr Sargeant's statement and still very fresh) Photos 3 and 8.<br>Area coloured Green, Blue and Yellow is the private, rear garden of number 4 Wilson Close, containing brick buildings over 30 years old. Mrs Hayes has the key to the gate that links the area coloured Blue with the area coloured Yellow (access 1) and there are steps to link area coloured Green with the area coloured Blue 9 (access 4). Photos 4,5,6,7,8 and 15.<br>Area Hatched Blue on LR Copy Deed Plan is now part of the private, rear garden of Number 6, Wilson Close. Photo 8. |
| 6 Please confirm position of ROW from 4 Wilson Close, across 6 Wilson Close and out into the passageway between 6 and 8 Wilson Close. Approx position of ROW hatched blue | See Plot 2.<br>Because of the occupiers of number 6 Wilson Close recently building the wooden shed on a substantial concrete base and erecting a new fence A3 to F incorporating a gate that can only be opened from their back garden, Mrs Hayes' Right of Way has been blocked by number 6. Photos 3 and 11. |
| 7 Please confirm position of gates from 4 Wilson Close and 6 Wilson Close out to the passageway. Aprrox position marked as "G" on the plan. | See Plot 2.<br>Access 2 is the gate between 4 and 6 Wilson Close to which Mrs Hayes has the key, Photo 14.<br>Access 3 is the gate between number 6 and the passageway which is locked from the garden of number 6 with no opening mechanism from the passageway. Photo 11. |
| 8 Please provide a dimension of the length of the plot of 4 and 6 Wilson Close. (points A-F and K-L) | A to F is 38.5m.<br>K to L is 38.3m |

**B193(O)**

1. Complete and sign this form

2. Return it to HM Land Registry (see page 1 of the notice for office address) by the reply deadline below

Date of notice: 18 December 2017
Title number: EX210733
Reply deadline: Before 12 noon on 09 January 2018

I am willing to negotiate with the other party/parties if they decide to proceed, as I consider that it may be possible to dispose of the objection by agreement

☐

OR

I am not willing to negotiate with the other party/parties if they decide to proceed, and would request that the matter be referred to the Land Registration division of the Property Chamber, First-tier Tribunal

☐

*Signed.....

Name in full (print).....

Date.....

**Every objector must sign*

*Office use only*
Our Ref: L226CRP

| | |
|---|---|
| | years old (Mr Sargeant's statement and slightly weathered). Photos 9 and 10. |
| 4 Supply details of any evidence of a former feature between points 1) B-C 2) D-J | See Plot 2.<br>B to C- there is no former feature here, the present feature was added after the purchase of the land coloured Blue in 1978. Photo 5.<br>D to J- there is no former feature present. Photo 6. |
| 5 Confirm nature, use and occupation of area shown 1) coloured pink and 2) coloured blue and 3) hatched blue | See Plot 2.<br>Area coloured Pink is the private, rear garden occupied by number 6 Wilson Close. The wooden shed has been erected in 2017 (Mr Sargeant's statement and still very fresh) Photos 3 and 8.<br>Area coloured Green, Blue and Yellow is the private, rear garden of number 4 Wilson Close, containing brick buildings over 30 years old. Mrs Hayes has the key to the gate that links the area coloured Blue with the area coloured Yellow (access 1) and there are steps to link area coloured Green with the area coloured Blue 9 (access 4). Photos 4,5,6,7,8 and 15.<br>Area Hatched Blue on LR Copy Deed Plan is now part of the private, rear garden of Number 6, Wilson Close. Photo 8. |
| 6 Please confirm position of ROW from 4 Wilson Close, across 6 Wilson Close and out into the passageway between 6 and 8 Wilson Close. Approx position of ROW hatched blue | See Plot 2.<br>Because of the occupiers of number 6 Wilson Close recently building the wooden shed on a substantial concrete base and erecting a new fence A3 to F incorporating a gate that can only be opened from their back garden, Mrs Hayes' Right of Way has been blocked by number 6. Photos 3 and 11. |
| 7 Please confirm position of gates from 4 Wilson Close and 6 Wilson Close out to the passageway. Aprrox position marked as "G" on the plan. | See Plot 2.<br>Access 2 is the gate between 4 and 6 Wilson Close to which Mrs Hayes has the key, Photo 14.<br>Access 3 is the gate between number 6 and the passageway which is locked from the garden of number 6 with no opening mechanism from the passageway. Photo 11. |
| 8 Please provide a dimension of the length of the plot of 4 and 6 Wilson Close. (points A-F and K-L) | A to F is 38.5m.<br>K to L is 38.3m |

# HM Land Registry
# Survey Requisition

| | |
|---|---|
| 9 Please supply photos of Boundary E-H and D-J if any, photos of the route from the garden of number 4 through number 6 | See Photos 9 and 10 for boundary E to H. Photos 3 and 14 show how the route from number 4 through number 6 has been recently blocked off. |
| Date and Time received at OS | 25/05/2017 |
| Surveyed By | Peter Wilson (4507) |
| Date of Ground Visit | 01/06/2017 |
| Date of reply to HMLR | 02/06/2017 |

HM Land Registry
Peterborough Office

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HQ 319

Mr and Mrs R J Butcher
6 Wilson Close
Stanford-le-Hope
SS17 0LA

Date
4 October 2018

Your ref

Our ref
F731LLQ

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Dear Mr and Mrs Butcher

Thank you for your letter of 14 September which has been passed to me to respond.

I am sorry you feel we have handled the application by Mrs Hayes and the resultant dispute between you and Mrs Hayes inadequately and in a reprehensible manner.

You have asked that we conduct a review.

As I will seek to explain there appear to be two issues associated with the application. The first being whether a prescriptive right of way had been acquired; the second being the route of the claimed right of way and which titles it affected.

**The application**

HM Land Registry (HMLR) received an application from Penmans solicitors on form AP1 dated 4 May 2017. This application was received and entered on the day list (the list of pending applications made to HMLR) on 8 May 2017.

The application was supported by a statement of truth dated 28 April 2017 made by the applicant Ursel Klara Hayes, and a statutory declaration by Frederick Sargeant made on 2 May 2017. We were also sent copies of correspondence between Penmans, Margaret Reynolds and you between October 2016 and March 2017 which showed that there appeared to be a dispute between you and Mrs Hayes.

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The applicant claimed a right of way over the accessway coloured yellow on the plan to her statement of truth which she said she had used in order to gain access to her rear garden from the time she took occupation of 4 Wilson Close in 1983, until 2016, when you erected a fence across the accessway. On the face of it the applicant's claim had merit and could support a claim to a right of way – if what she and Mr Sargeant said was true their evidence supported a claim to have acquired a prescriptive easement. A prescriptive easement can be acquired by long user (over 20 years) without force, without secrecy and without permission.

On the form AP1 (the application form) it was claimed that the accessway benefited the land in title nos. EX282809 and EX296977 (the benefiting land), and that it ran across land registered under title no. EX210733 (the burdened land).

**Our investigations**

We considered the application and the statements that had been made. We also considered the route of the right of way and which titles were affected. We felt that the plan that had been submitted needed improvement, particularly with regard to the colour references. The application plan had been based on a map search plan rather than on a title plan. We also considered that the route of the right of way did not pass over land contained within the red edging of title no. EX210733 but passed over land contained in title no. EX182416 of which St Clere's Co-Operative Academy Trust is the registered proprietor.

We requested a survey. Surveys are undertaken by the Ordnance Survey for HMLR. We also wrote to you and to the applicant to explain that the surveyor would be visiting. In that letter both parties were told that the surveyor would have no knowledge of the application but was being asked to look at the features on the ground and report back. The survey was completed on 1 June 2017, following which the application was considered again.

HMLR maintains an index map whose purpose is to show the title number and the estate of every registered title. HMLR also provides a map search facility based on the index map. The index map will show all the registered titles in an area. The index map and the title plans of individual registered titles should be the same but occasionally they may not accord. In this case the index map did not reflect the same registered extents as were shown on the individual title plans. I am sorry this was the case and the confusion this may have caused.

We considered the extent of each of the properties in Wilson Close and it appeared that the index map and the map search plan and the title plans of the registrations did not accord and that the index map could be incorrect. The survey also confirmed that the occupied extents of the gardens could be greater than the extent shown within the red edging of the title plans involved.

We wrote to Penmans on 19 July 2017 to request a better copy of the plan and to indicate to them that as it appeared to us that the red edging on the title plans to the properties in Wilson Close did not coincide with the occupied extents, then the route of the claimed right appeared to run over land within the red edging of EX182416 rather than EX210733. We asked if they needed to reconsider their application. We did not receive a response at that time.

**Notice**

Notwithstanding the fact that we felt that the route of the claimed right of way did not pass over land within the red edging of your title plan, we decided that as we had notice of a dispute relating to the right of way, we should serve notice of the application on you. Accordingly B13 notices were sent to you both on 6 September 2017. That notice advised you of the application we had received to which you could object, but we also told you that in our view the claimed right of way would not affect your title. Anyone can object to an application provided they can show grounds to object.

**Your objection**

You objected to the application initially by letter dated 26 September 2017. It appeared however that you thought the application was an application for registration on the basis of adverse possession as your objection referred to cases involving claims to have acquired land by adverse possession, rather than a claim to a right of way. However you also said that the claimed right of way was "unfounded and without merit". You also said that the right had been barred since 2016. We asked for clarification and for any more information that you might have to support the objection.

There were several letters and telephone calls relating to extensions of time for you to respond as you were obtaining legal advice.

By an email dated 12 December 2017 you provided more information relating to the objection. You also indicated that you did not believe that the claimed right of way passed over land contained within the school's title.

**The dispute**

There clearly was a dispute between you and Mrs Hayes as to whether she was entitled to the benefit of a right of way.

We wrote to both parties explaining that as there was a dispute we could not determine the application until the dispute had been resolved either by the application, or the objection, being withdrawn, the parties reaching agreement, or, if this was not possible, a determination by the Land Registration division of the Property Chamber, First-tier Tribunal (the Tribunal).

Both parties indicated that they would like time to try to negotiate to reach an agreement, and any referral to the Tribunal was deferred

to allow negotiations to take place.

However on 11 April 2018 we heard from you, and you said that Mrs Hayes had not engaged with you, and had made no attempt to negotiate. This being the case the position was that an application had been made to register the benefit of a prescriptive easement, a right of way, to which we had received an objection. We understood from you that there had been no negotiations and therefore no agreement had been reached. In such cases applications cannot be left undetermined, or left outstanding indefinitely, and HMLR is required to refer disputed applications, where no agreement has been reached, to the Tribunal. We have no discretion as to whether to refer or not. Section 73 (7) Land Registration Act 2002 says:

"If it is not possible to dispose by agreement of an objection to which subsection (5) applies, the registrar must refer the matter to the adjudicator."

The requirement is that HMLR **must** refer. The role of the adjudicator now rests with the Tribunal. Once a case is referred to the Tribunal HMLR is no longer involved.

Eventually the application was withdrawn and the Tribunal ordered HMLR to cancel the application.

**Your complaint**

I am sorry you have had cause to complain and I apologise on behalf of HMLR for any short comings in how we handled this matter.

As I have said it appears to me there are two aspects to the matter. The first being whether Mrs Hayes has the benefit of a right of way, and the second being where that right runs, and which title is affected.

It appeared to us that whichever title was affected there was a dispute about the right of way. This dispute was referred to the Tribunal but as the application was withdrawn the dispute may not have been resolved.

The second issue relates to the route of the right of way and which titles are affected. It appears to us that the rear gardens of the properties in Wilson Close include additional land over and above that included within the red edging of their respective title plans. It appears that the fence between the rear of the gardens in Wilson Close and the school premises may not have been erected in the same place as shown by the red edging to the title plans, and that more land may be occupied with the properties in Wilson Close, as part of the rear gardens than was actually transferred. It is our view that the land at the rear of your garden over which it appeared to us the claimed right of way ran is not included in your title – that is it is not within the red edging - albeit it is included within the fencing of your garden. We believe there is a difference between the extent of

the land shown within the red edging on your title plan, and the extent of the garden you actually occupy.

You complain that we insisted that the matter be referred to the Tribunal. As I have explained once we understood it was unlikely that agreement would be reached relating to the claimed right of way we had no option but to refer the matter to the Tribunal. This is the mechanism which has been set out in the Land Registration Act 2002 for resolving disputed applications. There is no mechanism within HMLR for resolving such a matter internally. Regardless of the title affected there clearly was a dispute between you and the applicant which was capable of being considered by the Tribunal.

You refer to the surveyor's report. This is a report prepared by the Ordnance Survey officer who undertook the survey. His role was to record the physical features on the ground. He was not aware of the application that has been made, and he was not involved in the decision making process. Any surveyor requested by us to undertake a survey is not involved in the case beyond reporting on the physical features on the ground.

I am sorry you feel we should have supplied a copy of the survey report to you earlier. It is not our usual practice to circulate survey reports to the parties involved.

The case continued because there appeared to be a dispute about whether the applicant had the benefit of a right of way. This is a separate aspect to where the right of way may run. If the question of whether there was a right of way had been resolved that would have been the determination of the dispute. If it had been found that the applicant did not have the benefit of a right then exactly which title was affected would not be relevant.

We did seek to explain to the applicant that we thought their application affected another title. I understand they misread our earlier letter and this point only became apparent to them later. However as the dispute has not been resolved it is open to them to reapply. HMLR cannot stop an application being made.

I am sorry that our records did not fully accord and there were mistakes in the indexing so that the extent of the titles in Wilson Close were shown differently on the index map and the map search plan from the title plans. The index map has been amended to reflect the title plans of each of the titles in Wilson Close.

With regard to the land to the rear of your garden which is not included within the red edging of the title plans of either EX296977 or EX210733 you may wish to consider at the appropriate time an application for registration based on adverse possession once you have used and occupied the land for in excess of 10 years. More information is contained in HMLR Practice Guide 4: *adverse possession of registered land*. Practice Guides can be read or downloaded from the GOV.UK website. You may wish to take legal advice as to your position in this regard.

I hope this explanation provides more information to you and resolves the matter. HMLR operates a two-stage internal complaints procedure and this is our first-stage response. If you remain dissatisfied and wish to take this further, then you can ask us to review your complaint under the second and final stage of our complaints procedure. If you wish us to do this, please let me know.

Yours sincerely

Susan Papworth
Assistant Land Registrar
Direct Line 0300 006 3973

**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs. Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane 2) Land on the south side of & 3) 4 Wilson Close, Stanford-le-Hope**

Skeleton Argument – Respondent

The merits of an appeal should always be considered by the appeal authority in terms of the principles of procedural and substantive fairness. In considering this appeal, it is necessary that the appeal authority consider the merits of the appeal insofar as it relates to its comprehensive background, enquiry and investigation into the alleged Right of Way. This is no longer the same issue as once before. The Claimant has since acquired the said land from St Clere's School. Ownership is not in question and Right of Way should be formal. All other neighbouring persons have acquired the same said land to the rear of their own properties. This is claim is an isolated incident among the neighbouring community.

When considering merits, it must be determined whether the appeal has been lodged within the prescribed period. This is a frivolous appeal and the Respondent asks the Judge to look at the motives - such as bad faith or for delays in reference to the Statement of Case. The latest Statement of Case should be levelled against the extended amount of time the Claimant was afforded in preparation .

The Respondent submits that the appeal is totally devoid of merit, weak at best and serves only to pull on heartstrings in reference to the Appellant who is an elderly widowed lady. The joint Respondents are “Key Workers” for and on behalf of the country. They have worked hard and for long hours during the pandemic, which is an important and comparable point to be made.

When a reasonable body of information has been requested such as the Appellants Statement of Case, it must be considered whether, once obtained, it has a good prospect of success. It is considered that appeal should not be allowed. A Hearing itself would undoubtedly be a waste of the courts precious time and resources. Where the question of Ownership is no longer in dispute; the Respondent continues to offer a key, access to the right of way in question has not been restricted and it has not been used by the Claimant, prior and post dispute.

The Statement of Case is almost the very same document as submitted before, in particular the Judge had concluded it was not sufficient which is why the Claimant was afforded more time despite the Respondent contesting to an extension in reference to a case which has unnecessary dragged on now, for approx. 4 years. The document does not contain any legal merit whatsoever, pursuant to the facts of the case, it therefore merely serves as a "witness statement" i.e. hearsay. The issue of whether this appeal is frivolous is a question of law.

GUIDELINES TO FOLLOW WHEN CONSIDERING THE MERITS OF AN APPEAL

- Grounds for appeal. 3.1 Rule 30.12 (hearing of appeals) sets out the circumstances in which the …
- Permission to appeal. 4.1 FPR 30.3 (Permission) sets out the circumstances when permission to …
- Human Rights. 5.2 Where the appellant seeks – (a) to rely on any issue under the Human Rights Act …the Respondent have the right to private and peaceful enjoyment of their property without interference. Anyone could have come into our garden, as our fences were down, unknown to us, which is trespass and breach of our Human Rights i.e. right to private life and peaceful enjoyment of property.

Common law dedication can occur where there is evidence of use but no evidence that the use has been challenged. In this case, there has been zero “usage”. The Respondent submits that any claimed usage between 1983 and 2016 has not been proven and it is therefore contested. It remains to be seen

Furthermore, it is more useful to have any past usage formalised. This section refers to the dedication of a way being presumed after it has been used without interruption, there is also evidence to the contrary.

The Claimant was merely prompted to make an application for a right of way that they claim to have used previously, because they find that the way is obstructed by a locked gate. This is a result of change of ownership. The Respondents continue to offer the Claimant a key to access the way.

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

The Claimant has failed to show she actually uses the way, without interruption, and for the specified full period. There isn't sufficient evidence (by the Claimant) that there is a dedicated right of way, historically or otherwise. The way has come about through not being challenged.

If you wish successfully to claim a right of way, you need to be able to show:

- Usage
- use ('enjoyment') for the full specified period, and so long as there is good evidence of use throughout the same period
- no permission was given by the landowner. In this case, the Respondents.

Where permission has been given it should be difficult if not impossible to claim that the way is a right of way. It would depend on how widely known it was that permission was granted, to whom it was granted, and for how long the permission was in place and whether it has been formalised. There has been a continuous period of none usage so a right of way must be refused.

Interruptions to use can be made by the landowner, or an agent acting on his or her behalf, such as by locking a gate or erecting a notice forbidding use, or orally challenging use by the Claimant. To prevent dedication, such interruptions would need to be made with the intention of preventing public use of the way.

The Claimant must ensure that their application includes some evidence of use right up to the date of application. At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house. Similarly, the Respondent were not informed on completion of the said property by previous owner, Land Registry and/or neighbors.

It could be argued that the cessation of use of the claimed way during that time constitutes a break in the use and enjoyment of the way. It will be better if evidence of use covering any period describes the impact on use of the way at that time and now, rather than overlooking it.

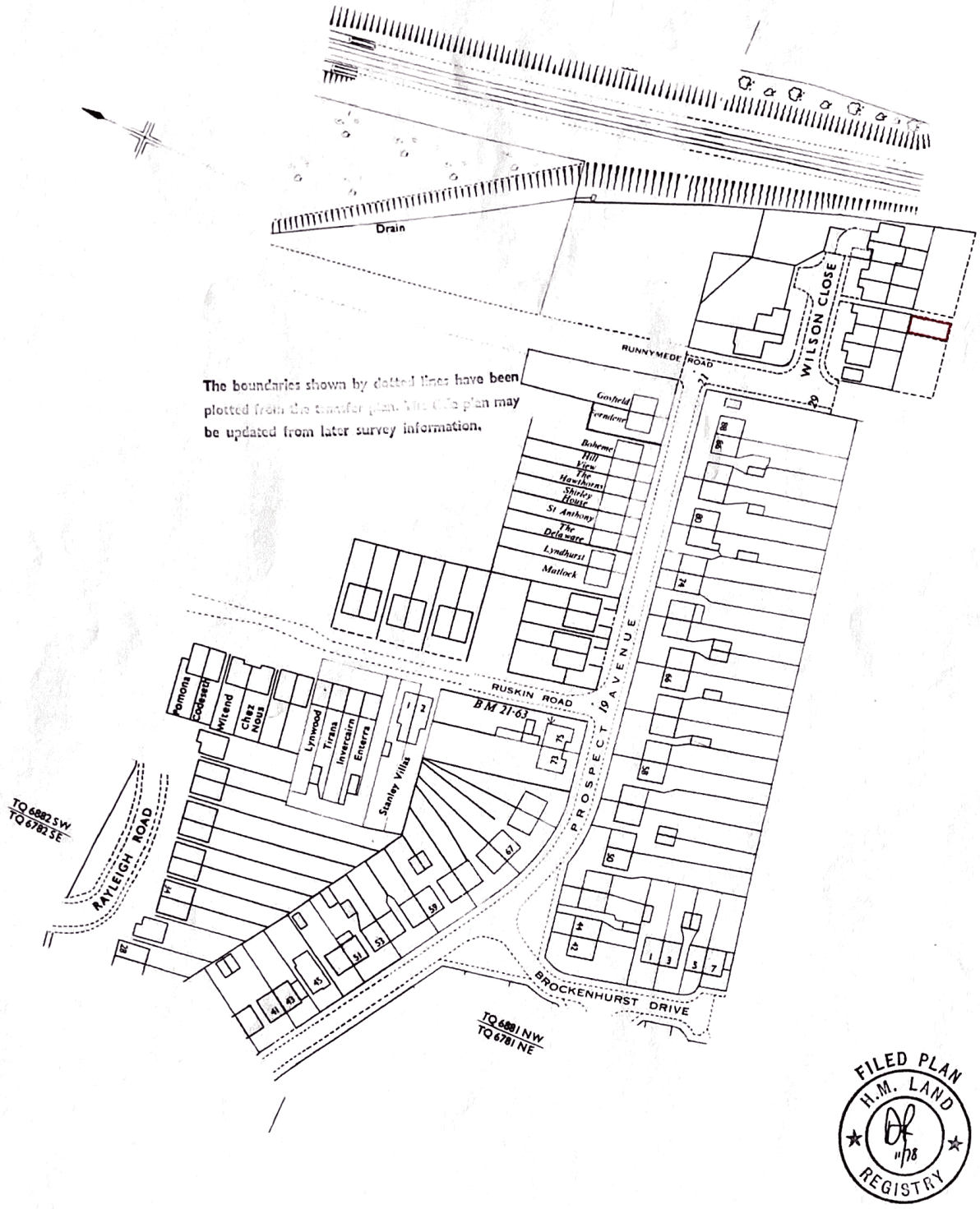
The way is not recorded and mistakes were made as acknowledged by the Land Registry and Ordnance Survey . Furthermore the way is not recorded as a right of way to the public. There are mechanisms in place to correct the dispute issue. The Claimant seeks to show that the way that has been used for many years has become a right of way however it would need to be added to the legal record where they claim the rights already exist. The Claimant has failed to supply sufficient (or any) evidence that the right does exist.

Please see supporting documentation submitted for and on behalf of the Respondent.

| Description | Original/Copies | Date of Document |
|---|---|---|
| Land Registry Extracts attached | Copy extracts | |

| | | | |
|---|---|---|---|
| | Statement of Case – Kay and Richard Butcher (Respondents) – attached | Copy | 22/06/2021 |
| | Complete hard copy application bundle available on request. | Original and copy documents | 27th July 2011 through to date. |

| H.M. LAND REGISTRY | | TITLE NUMBER EX210733 | |
|---|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1976 |

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Title Number : EX210733

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The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 5 FEB 2020 at 21:12:40 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX210733 |
| Address of Property | : Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC UK Bank PLC |

Title number EX210733

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 5 FEB 2020 at 21:12:40. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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# A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA).

# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC UK Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade

# C: Charges Register continued

contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX296977.

6 (07.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be

## Schedule of restrictive covenants continued

responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

## End of register

Land Registry

# Official copy of register of title

Title number EX210733 | Edition date 12.10.2015

- This official copy shows the entries on the register of title on 13 Oct 2015 at 16:55:03.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 Oct 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry Peterborough Office.

## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA).

## B: Proprietorship Register

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

### Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

## C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

# C: Charges Register continued

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX296977.

6 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a

## Schedule of restrictive covenants continued

manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

## End of register

LAND AT REAR

The electronic official copy of the register follows this message.

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

Land Registry

# Official copy of register of title

**Title number EX210733** | **Edition date 30.01.2007**

- This official copy shows the entries on the register of title on 06 JUN 2011 at 16:14:17.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 06 Jun 2011.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry, Peterborough Office.

## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at the back of 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

## B: Proprietorship Register

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

### Title absolute

1 (25.06.1984) PROPRIETOR: FRANK JOHN WADE of 6 Wilson Close, Stanford-le-Hope, Essex SS17 0LA.

## C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains

# C: Charges Register continued

covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (01.03.2005) UNILATERAL NOTICE in respect of an application for a property adjustment order dated 13 October 1994 in the Romford County Court under case number 94D1559.

6 (01.03.2005) BENEFICIARY: Mrs Margaret Jane Wade of 6 Wilson Close, Stanford-le-Hope, Essex SS17 0LA.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

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5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to

## Schedule of restrictive covenants continued

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6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

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"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

## End of register

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

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

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

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

This official copy is issued on 06 June 2011 shows the state of this title plan on 06 June 2011 at 16:14:03. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

This title is dealt with by the Land Registry, Peterborough Office .

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**Butcher Kay**

**From:** Penmans Stanford <stanford@penmanslaw.co.uk>
**Sent:** 04 March 2021 15:22
**To:** Land Registration
**Subject:** RE: (DJS/SS/48104.HAY) REF/2020/0535 Ursel Klara Hayes v Kay Butcher and Richard John Butcher
**Attachments:** Statement of Ursel Klara Hayes . 22.02.21.docx

Dear Sirs

In accordance with your Order dated 19 February 2021, please find attached the applicant's statement of case, however we would formally request an extension to file a fuller statement of case detailing all the facts And evidence which we have been unable to do due to COVID restrictions.

Regards

*Delyth Smith*
Senior Lawyer
Penmans
01375 677777
07971208735
Please note my working pattern is: Monday, Tuesday, Wednesday afternoon and Thursday afternoon. I do not work on Fridays.
Stanhope House, High Street, Stanford-le-Hope, Essex SS17 0HA
Penmans is authorised and regulated by the Solicitors Regulation Authority (SRA Number 00059197)
This communication will not be duplicated. It is private and confidential between the above firm and the addressee; in the event of misdirection the recipient is prohibited from using, copying or disseminating it or any information contained in it. Please notify us of any such misdirection.

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Opinions, conclusions and other information in this message and attachments that do not relate to the official business of Penmans are neither given nor endorsed by it.

**Christmas Closing Times**

**Our offices will close at 5 pm on Tuesday 22nd December 2020 and reopen on Monday 4th January 2021.**

**Our last date for completions prior to Christmas is**

**From:** Land Registration [mailto:landregistration@justice.gov.uk]
**Sent:** 19 February 2021 12:08
**To:** Penmans Stanford <stanford@penmanslaw.co.uk>; 'lumpy99uk@yahoo.com' <lumpy99uk@yahoo.com>
**Subject:** (DJS/SS/48104.HAY) REF/2020/0535 Ursel Klara Hayes v Kay Butcher and Richard John Butcher

Dear Sir/Madam

Please find attached an order from the Tribunal which is for your attention.

Kind regards

**Elaine Walker** | Administrative Clerk/PA/ Property Chamber | Land Registration Tribunal | 3rd Floor | 10 Alfred Place | London | WC1E 7LR | 0207 291 7252 | 07511 405369

I am not authorised to bind the Ministry of Justice contractually, nor to make representations or other statements which may bind the Ministry of Justice in any way via electronic means.

HM Courts & Tribunals Service

Coronavirus (COVID-19): courts and tribunals planning and preparation

Here is how HMCTS uses personal data about you




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**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs. Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane 2) Land on the south side of & 3) 4 Wilson Close, Stanford-le-Hope**

Skeleton Argument – Respondent

The merits of an appeal should always be considered by the appeal authority in terms of the principles of procedural and substantive fairness. In considering this appeal, it is necessary that the appeal authority consider the merits of the appeal insofar as it relates to its comprehensive background, enquiry and investigation into the alleged Right of Way. This is no longer the same issue as once before. The Claimant has since acquired the said land from St Clere's School. Ownership is not in question and Right of Way should be formal. All other neighbouring persons have acquired the same said land to the rear of their own properties. This is claim is an isolated incident among the neighbouring community.

When considering merits, it must be determined whether the appeal has been lodged within the prescribed period. This is a frivolous appeal and the Respondent asks the Judge to look at the motives - such as bad faith or for delays in reference to the Statement of Case. The latest Statement of Case should be levelled against the extended amount of time the Claimant was afforded in preparation .

The Respondent submits that the appeal is totally devoid of merit, weak at best and serves only to pull on heartstrings in reference to the Appellant who is an elderly widowed lady. The joint Respondents are "Key Workers" for and on behalf of the country. They have worked hard and for long hours during the pandemic, which is an important and comparable point to be made.

When a reasonable body of information has been requested such as the Appellants Statement of Case, it must be considered whether, once obtained, it has a good prospect of success. It is considered that appeal should not be allowed. A Hearing itself would undoubtedly be a waste of the courts precious time and resources. Where the question of Ownership is no longer in dispute; the Respondent continues to offer a key, access to the right of way in question has not been restricted and it has not been used by the Claimant, prior and post dispute.

The Statement of Case is almost the very same document as submitted before, in particular the Judge had concluded it was not sufficient which is why the Claimant was afforded more time despite the Respondent contesting to an extension in reference to a case which has unnecessary dragged on now, for approx. 4 years. The document does not contain any legal merit whatsoever, pursuant to the facts of the case, it therefore merely serves as a "witness statement" i.e. hearsay. The issue of whether this appeal is frivolous is a question of law.

GUIDELINES TO FOLLOW WHEN CONSIDERING THE MERITS OF AN APPEAL

- Grounds for appeal. 3.1 Rule 30.12 (hearing of appeals) sets out the circumstances in which the ...
- Permission to appeal. 4.1 FPR 30.3 (Permission) sets out the circumstances when permission to ...
- Human Rights. 5.2 Where the appellant seeks – (a) to rely on any issue under the Human Rights Act ... the Respondent have the right to private and peaceful enjoyment of their property without interference. Anyone could have come into our garden, as our fences were down, unknown to us, which is trespass and breach of our Human Rights i.e. right to private life and peaceful enjoyment of property.

Common law dedication can occur where there is evidence of use but no evidence that the use has been challenged. In this case, there has been zero "usage". The Respondent submits that any claimed usage between 1983 and 2016 has not been proven and it is therefore contested. It remains to be seen

Furthermore, it is more useful to have any past usage formalised. This section refers to the dedication of a way being presumed after it has been used without interruption, there is also evidence to the contrary.

The Claimant was merely prompted to make an application for a right of way that they claim to have used previously, because they find that the way is obstructed by a locked gate. This is a result of change of ownership. The Respondents continue to offer the Claimant a key to access the way.

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

The Claimant has failed to show she actually uses the way, without interruption, and for the specified full period. There isn't sufficient evidence (by the Claimant) that there is a dedicated right of way, historically or otherwise. The way has come about through not being challenged.

If you wish successfully to claim a right of way, you need to be able to show:

- Usage
- use ('enjoyment') for the full specified period, and so long as there is good evidence of use throughout the same period
- no permission was given by the landowner. In this case, the Respondents.

Where permission has been given it should be difficult if not impossible to claim that the way is a right of way. It would depend on how widely known it was that permission was granted, to whom it was granted, and for how long the permission was in place and whether it has been formalised. There has been a continuous period of none usage so a right of way must be refused.

Interruptions to use can be made by the landowner, or an agent acting on his or her behalf, such as by locking a gate or erecting a notice forbidding use, or orally challenging use by the Claimant. To prevent dedication, such interruptions would need to be made with the intention of preventing public use of the way.

The Claimant must ensure that their application includes some evidence of use right up to the date of application. At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house. Similarly, the Respondent were not informed on completion of the said property by previous owner, Land Registry and/or neighbors.

It could be argued that the cessation of use of the claimed way during that time constitutes a break in the use and enjoyment of the way. It will be better if evidence of use covering any period describes the impact on use of the way at that time and now, rather than overlooking it.

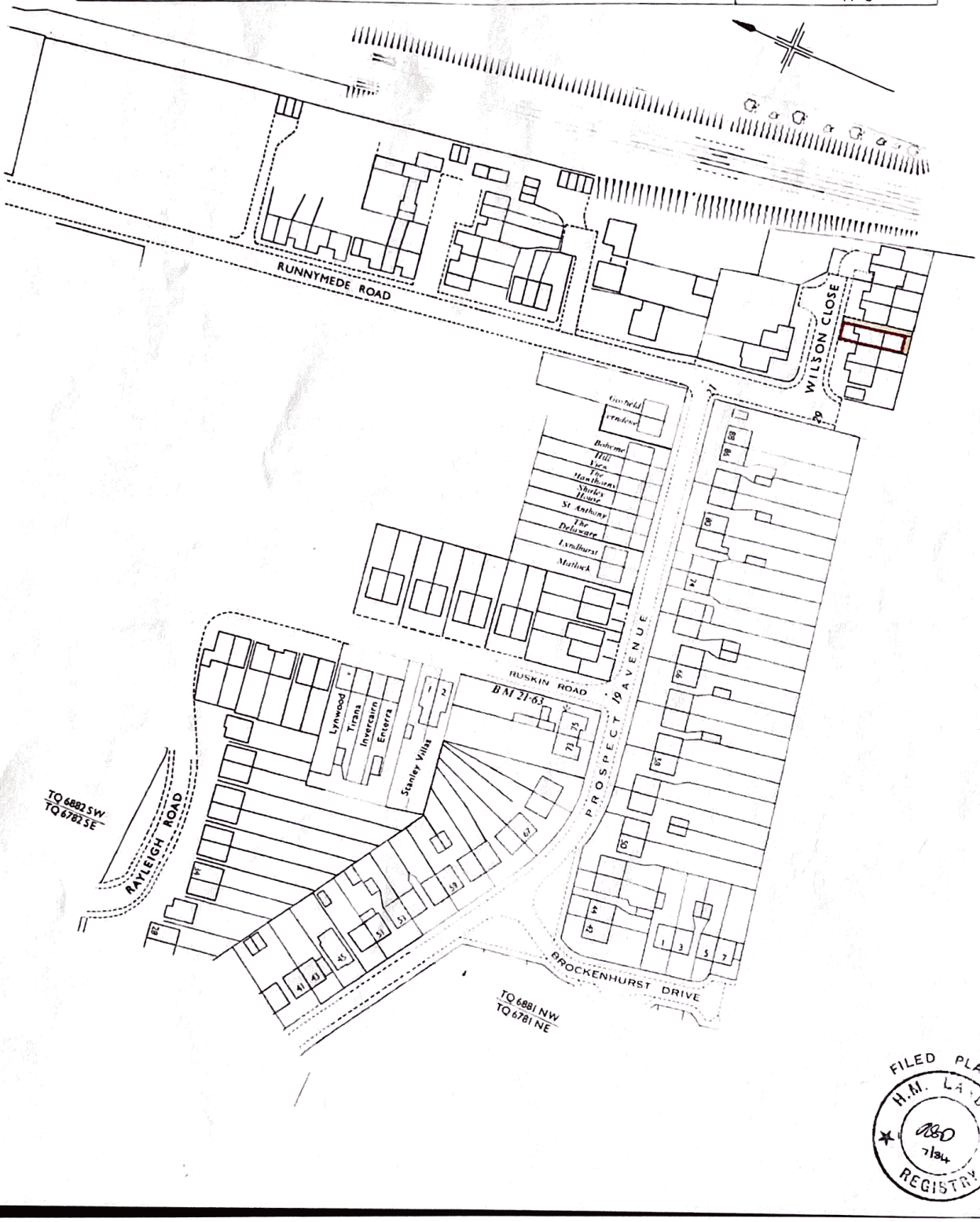
The way is not recorded and mistakes were made as acknowledged by the Land Registry and Ordnance Survey . Furthermore the way is not recorded as a right of way to the public. There are mechanisms in place to correct the dispute issue. The Claimant seeks to show that the way that has been used for many years has become a right of way however it would need to be added to the legal record where they claim the rights already exist. The Claimant has failed to supply sufficient (or any) evidence that the right does exist.

Please see supporting documentation submitted for and on behalf of the Respondent.

| Description | Original/Copies | Date of Document |
|---|---|---|
| Land Registry Extracts attached | Copy extracts | |

| | | | |
|---|---|---|---|
| | Statement of Case – Kay and Richard Butcher (Respondents) – attached | Copy | 22/06/2021 |
| | Complete hard copy application bundle available on request. | Original and copy documents | 27th July 2011 through to date. |

| H.M. LAND REGISTRY | | TITLE NUMBER EX296977 | |
|---|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1:1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




FILED PLAN H.M. LAND REGISTRY 7/84

This is a copy of the title plan on 5 FEB 2020 at 21:05:25. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images.The quality and accuracy of any print will depend on your printer, your computer and its print settings.This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Peterborough Office.



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# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC UK Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (05.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

# Title number EX296977

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 5 FEB 2020 at 21:05:25. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

## A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 27 February 1969 made between (1) J. Thom Limited (Vendor) (2) Cyril Ronald Hogger and (3) Ronald William Wade and Joan Evelyn Wade (Purchasers):-

"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the filed plan.

3 The Conveyance dated 27 February 1969 referred to above contains the following provision:-

"4. IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or any other purpose of any adjoining or neighbouring property of the Vendor."

Title Number : EX296977

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 5 FEB 2020 at 21:05:25 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX296977 |
| Address of Property | : 6 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC UK Bank PLC |

Title Number : EX296977

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# Title number EX296977

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## A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

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"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

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# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC UK Bank PLC referred to in the Charges Register.

# C: Charges Register

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

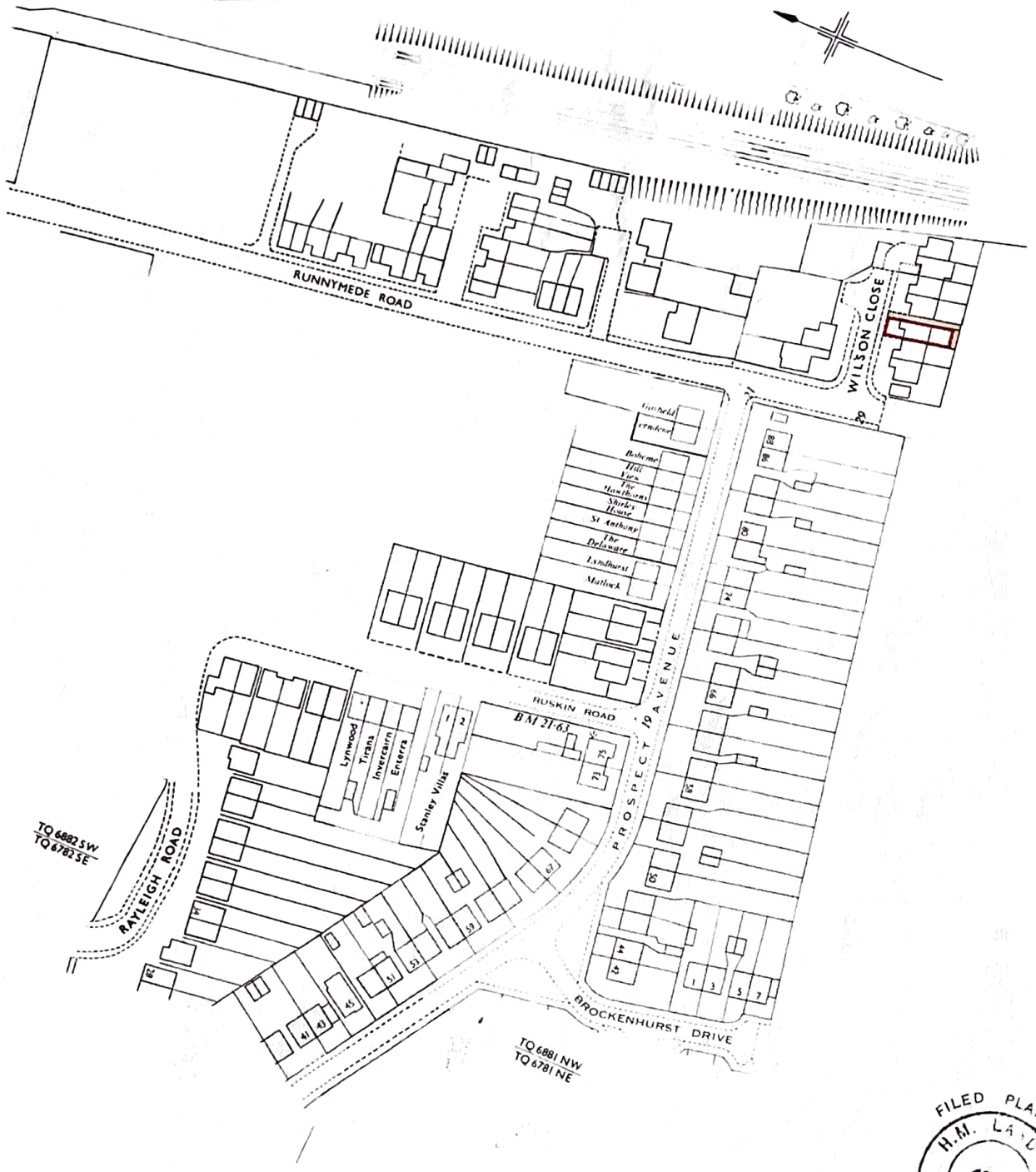
1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (05.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

# H.M. LAND REGISTRY

| | | TITLE NUMBER | |
|---|---|---|---|
| | | EX296977 | |
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1 1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




FILED PLAN H.M. LAND REGISTRY 080 7/24

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HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images.The quality and accuracy of any print will depend on your printer, your computer and its print settings.This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs. Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane**
**2) Land on the south side of 3 & 3 Wilson Close, Stanford-le-Hope**

Name and Address for Service:

This is the statement of case of Kay and Richard Butcher. The address for service of documents is care of Kay and Richard Butcher of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

Applicant Reference Number: DJS/SS/48104.HAY

Tribunal Reference Number: REF/2020/0535

Date: 28 June 2021

Skeleton Argument – Respondent

The merits of an appeal should always be considered by the appeal authority in terms of the principles of procedural and substantive fairness. In considering this appeal, it is necessary that the appeal authority consider the merits of the appeal insofar as it relates to its comprehensive background, enquiry and investigation into the alleged Right of Way. This is no longer the same issue as once before. The Claimant has since acquired the said land from St Clere's School. Ownership is not in question and Right of Way should be formal. All other neighbouring persons have acquired the same said land to the rear of their own properties. This is claim is an isolated incident among the neighbouring community.

When considering merits, it must be determined whether the appeal has been lodged within the prescribed period. This is a frivolous appeal and the Respondent asks the Judge to look at the motives
- such as bad faith or for delays in reference to the Statement of Case. The latest Statement of Case should be levelled against the extended amount of time the Claimant was afforded in preparation .

The Respondent submits that the appeal is totally devoid of merit, weak at best and serves only to pull on heartstrings in reference to the

Appellant who is an elderly widowed lady. The joint Respondents are "Key Workers" for and on behalf of the country. They have worked hard and for long hours during the pandemic, which is an important and comparable point to be made.

When a reasonable body of information has been requested such as the Appellants Statement of Case, it must be considered whether, once obtained, it has a good prospect of success. It is considered that appeal should not be allowed. A Hearing itself would undoubtedly be a waste of the courts precious time and resources. Where the question of Ownership is no longer in dispute; the Respondent continues to offer a key, access to the right of way in question has not been restricted and it has not been used by the Claimant, prior and post dispute.

The Statement of Case is almost the very same document as submitted before, in particular the Judge had concluded it was not sufficient which is why the Claimant was afforded more time despite the Respondent contesting to an extension in reference to a case which has unnecessary dragged on now, for approx. 4 years. The document does not contain any legal merit whatsoever, pursuant to the facts of the case, it therefore merely serves as a "witness statement" i.e. hearsay. The issue of whether this appeal is frivolous is a question of law.

GUIDELINES TO FOLLOW WHEN CONSIDERING THE MERITS OF AN APPEAL

- Grounds for appeal. 3.1 Rule 30.12 (hearing of appeals) sets out the circumstances in which the …
- Permission to appeal. 4.1 FPR 30.3 (Permission) sets out the circumstances when permission to …
- Human Rights. 5.2 Where the appellant seeks – (a) to rely on any issue under the Human Rights Act …the Respondent have the right to private and peaceful enjoyment of their property without interference. Anyone could have come into our garden, as our fences were down, unknown to us, which is trespass and breach of our Human Rights i.e. right to private life and peaceful enjoyment of property.

Common law dedication can occur where there is evidence of use but no evidence that the use has been challenged. In this case, there has been zero "usage". The Respondent submits that any claimed usage between 1983 and 2016 has not been proven and it is therefore contested. It remains to be seen

Furthermore, it is more useful to have any past usage formalised. This section refers to the dedication of a way being presumed after it has been used without interruption, there is also evidence to the contrary.

The Claimant was merely prompted to make an application for a right of way that they claim to have used previously, because they find that the way is obstructed by a locked gate. This is a result of change of ownership. The Respondents continue to offer the Claimant a key to access the way.

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

The Claimant has failed to show she actually uses the way, without interruption, and for the specified full period. There isn't sufficient evidence (by the Claimant) that there is a dedicated right of way, historically or otherwise. The way has come about through not being challenged.

If you wish successfully to claim a right of way, you need to be able to show:

- Usage
- use ('enjoyment') for the full specified period, and so long as there is good evidence of use throughout the same period
- no permission was given by the landowner. In this case, the Respondents.

Where permission has been given it should be difficult if not impossible to claim that the way is a right of way. It would depend on how widely known it was that permission was granted, to whom it was granted, and for how long the permission was in place and whether it has been formalised. There has been a continuous period of none usage so a right of way must be refused.

Interruptions to use can be made by the landowner, or an agent acting on his or her behalf, such as by locking a gate or erecting a notice forbidding use, or orally challenging use by the Claimant. To prevent

dedication, such interruptions would need to be made with the intention of preventing public use of the
way.

The Claimant must ensure that their application includes some evidence of use right up to the date of application. At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house. Similarly, the Respondent were not informed on completion of the said property by previous owner, Land Registry and/or neighbors.

It could be argued that the cessation of use of the claimed way during that time constitutes a break in the use and enjoyment of the way. It will be better if evidence of use covering any period describes the impact on use of the way at that time and now, rather than overlooking it.

The way is not recorded and mistakes were made as acknowledged by the Land Registry and Ordnance Survey . Furthermore the way is not recorded as a right of way to the public. There are mechanisms in place to correct the dispute issue. The Claimant seeks to show that the way that has been used for many years has become a right of way however it would need to be added to the legal record where they claim the rights already exist. The Claimant has failed to supply sufficient (or any) evidence that the right does exist.

Please see supporting documentation submitted for and on behalf of the Respondent.

| Description | Original/Copies | Date of Document |
|---|---|---|
| Land Registry Extracts attached | Copy extracts | |
| Statement of Case – Kay and Richard Butcher (Respondents) – attached | Copy | 22/06/2021 |
| Complete hardcopy application bundle available on request. | Original and copy documents | 27th July 2011 through to date. |

Yours faithfully

Signed
R. Butcher and K. Butcher
For and behalf of Kay and Richard Butcher

**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs.**
**Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane**
**2) Land on the south side of 3 & 4 Wilson Close, Stanford-le-Hope**

Statement of Case - Kay and Richard Butcher (Respondent)

Name and Address for Service:

This is the statement of case of Kay and Richard Butcher. The address for service of documents is care of Kay and Richard Butcher of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

Applicant Reference Number: DJS/SS/48104.HAY

Tribunal Reference Number: REF/2020/0535

Date: 28 June 2021

We purchased the property on the 27th July 2011 together with the said land to rear (EX-33) which is registered in our names and Land Registry – Title Number EX296977) which was no longer in existence. - signed declaration from previous owner, Vivienne Childs, that it was no longer in use and had never been (26th July 2011).

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

When we moved into the property there was no discussion with neighbors about them using the back of our garden. Correspondence from Penmans always stated that the row was at the back of our garden and, that it was used openly for a period of over 20 years (dated 5th October 1916). Surely if we did not have confirmation from previous owner that lived at 6 Wilson Close for 4 years, and we have never seen Mrs Hayes or spoken of this previously, that this in fact trespassing? Although, Mrs Hayes would not have been able to use the back of the garden due to it being overgrown. Anyone could have been in our garden as fences were down.

**9th May 2016**

New 6ft fencing erected with side access gate, with a lock added for security as most of the fences had become in disrepair and open to persons trespassing onto our property.

**.1st August 2006**

Week commencing 1st August old shed to back of garden and trees, bushes and rubble removed from back of EX-33, and what is now stated to be St. Clare's School grounds EX-16. Area was not accessible before this.

We received our first letter from Penman's/Hayes on the 9th August 2006 stating that we had blocked her row by having a fence built. They stated that on the 24th January 1969 conveyance that there is a granted row for neighbors to use (EX-99), no longer in use) and that Hayes used an additional piece of land purchased by our predecessor (Mr Wade) as a row (EX- xxxix)

**22 August 2016**

We replied with a letter from our Solicitor, Margaret Reynolds, stating that although she had not
used the row, we are willing for her to give notice for use, and we would open gate for her.

**3rd October 2016**

Summer house concrete base was erected.

**5th October 2016**

Penman's' wrote to us stating that their client is willing to agree to the extinguishment of the row running through the middle of our property (EX-77), subject to a formal grant of a row over the piece of land at the back of our property (now EX-16).

**10th October 2016**

Margaret Reynolds (our Solicitor) was unable to proceed as they do not deal with litigation.

**1st November 2016**

We informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her so she could come through at any time. We told her that if ever she needed to come through, all she had to do was knock and we would extend a key, but only with prior notice or an emergency.. We also informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her and that we would appreciate it if she did want to come through, for any reason, she would have to knock and we would extend a key, but only with prior notice. We furthermore informed Penman's that we had sought further advice from Osborne Clarke LLP that they be on standby if the matter reached litigation, as Margaret Reynolds Solicitors do not deal with litigation. The case is now being handled by an independent legal representative.

**19th December 2016**

Letter sent to Penmans to inform them that we would continue to offer a key to the garden gate as and when required, but again with prior notice.

Acknowledgment received on 11th January 2017 from Penmans to inform us they had received a letter dated 19th December 2016.

**16th January 2017**

We wrote to Penmans to inform them that we planned to commence work on a summerhouse project, and that we would continue to do so, as their client had failed to take any action by pursuing a course of conduct.

**18th January 2017**

Letter received from Penmans informing us that their client will seek its removal, and that the row exists.

**23rd February 2017**

We wrote to Penmans informing them that we were4 to make our final payment on our summerhouse on Saturday 18th March 2017 and commencing construction within 21 days. We also confirmed that we would continue to proceed with the planned works, as their client had not taken any action by pursuing a course of conduct/lucrative which were available to her.

**17th March 2017**

We received an email from Penmans stating that our neighbor Mr Sargent, who is a personal friend of Mrs Hayes and resides at no. 2 Wilson Close, that there was access across the far portions to all of the properties that back onto St. Clare's School. This was not known to us when we purchased the property and if indeed was divulged, we would not have proceeded to buy the property.

**24th May 2017**

Land Registry sent us a letter informing us that an application had been made for thee registration of land at the back of our property, under title number EX 210733.

**July 2017**

A letter was sent to Mr. Sargent, asking him not to discuss confidential legal information as regards to our dispute with Mrs. Hayes. Several people had spoken to me, including previous owner Vivian Childs, asking what was going on.

**6th September 2017**

Land Registry sent a further copy of the letter received on the 24th and stated that the application had bee4n made for an easement on the land at the back of 6Wilson Close, which belonged to St. Clares School (EX 16).

**26th September 2017**

We sent objection letter to the Land Registry.

**19th October 2017**

Once again we received a letter from the Land Registry, acknowledging our objection and stated that title number was EX-33 and not EX-16.

**8th November 2017**

The Land Registry sent a letter to us confirming that they had received our application for an extension saying title number affected is EX-2110733.

**14th November 2017**

Due to the confusion of what title land is affected, we requested a copy of thee Land Registry Audit assessment conducted in May 2017.

**18th December 2017**

The Land Registry once again refer to the objection letter we sent and state that the easement would affect EX-33.

**8th January 2018**

We sent a reply to the Land Registry informing them that we were willing to negotiate.

**10th January 2018**

Land Registry letter referring to neighbors e.mail we sent which title number being affected as EX-33.

**29th March 2018**

Received a letter from Land Registry stating that the case was being re4ferred to the Tribunal. affected land being EX-33.

**4th May 2018**

The Land Registry sent us the case summary and letter to confirm that it had been referred to the Tribunal still stating that affected land was EX-33.

**8th May 2018**

We sent a letter to the Land Registry asking them for the outcome of the Ordinance Survey Surveyor's report from May 2017.

**11th May 2018**

We received the Ordinance Survey (copy). Page 3 (5) states that the area coloured pink is the4 private re4ar garden of 6 Wilson Close. It also stated that the metal fence effected by St. Clares School was put up in 2004. We were at work when this survey was undertaken, but all information was provided by Mrs Hayes and our neighbor Mr. Sargent (friend of Mrs Hayes).

**5th July 2018**

Case Summary from Mrs. Hayes in which the Land Registry state that the registrar does not believe that the route, claimed as a row as is EX-16, St. Clare School grounds.

**25th July 2018**

We received Tribunal documents still stating title number EX-33

**7th August 2018**

Mrs Hayes' builder knocked on our door, asking to come through our garden which we could not be accommodated at the time.

**16 August 2018**

Penmans wrote to us to inform us that their client were withdrawing the application of the easement, as it is not under our title, and resubmitted asking for an easement on title plan EX-16.

Penmans also sent us a copy of an email dated 31st May 2018, stating that following a phone call to the Land Registry, that the land at the back of our garden, does not belong to us, a requisition dated 19th July 2017. This was after the Ordinance Survey and not known to us when we purchased the property.

There is now a huge hole where anyone can get through from the back of 6 Wilson Close n Mrs. Hayes' garde4n at number 4 Wilson Close, as we had cut all of the trees and bushes to the back of her garden.

At 19.30pm a strange man was at the back of our garden on the land stated as EX-33 (or possibly EX-16). We did not know who he was and, luckily Mr Butcher was at home at the same time as Mrs. Butcher The man tried to hide himself, and then made known that he was a friend of Mrs Hayes' son.

**14th September 22018**

We wrote a letter to the Land Registry, asking if the May 2017 Ordinance Survey report was accurate, as it states that our garden is up to the metal fence outlining St. Clares School grounds.

**4th October 2018**

A reply received from the Land Registry, stating that they were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place. The easement is on EX-16 (a little late being that our Solicitor , when we moved in, had to transfer Title Deeds EX-33 into our joint name4s and that there4 was no mention in our Survey Report before moving into the property that the land at the back did not belong to us.

The metal fence has now been in place for 19 years, the land uncared for by St. Clares School or anyone else.

**29th January 2020**

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an email asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

Yours faithfully

Signed
R. Butcher and K. Butcher
For and behalf of Kay and Richard Butcher

Title Number : EX210733

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REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX210733 |
| Address of Property | : Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC UK Bank PLC |

Title number EX210733

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC UK Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade

# C: Charges Register continued

contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX296977.

6 (07.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be

## Schedule of restrictive covenants continued

responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

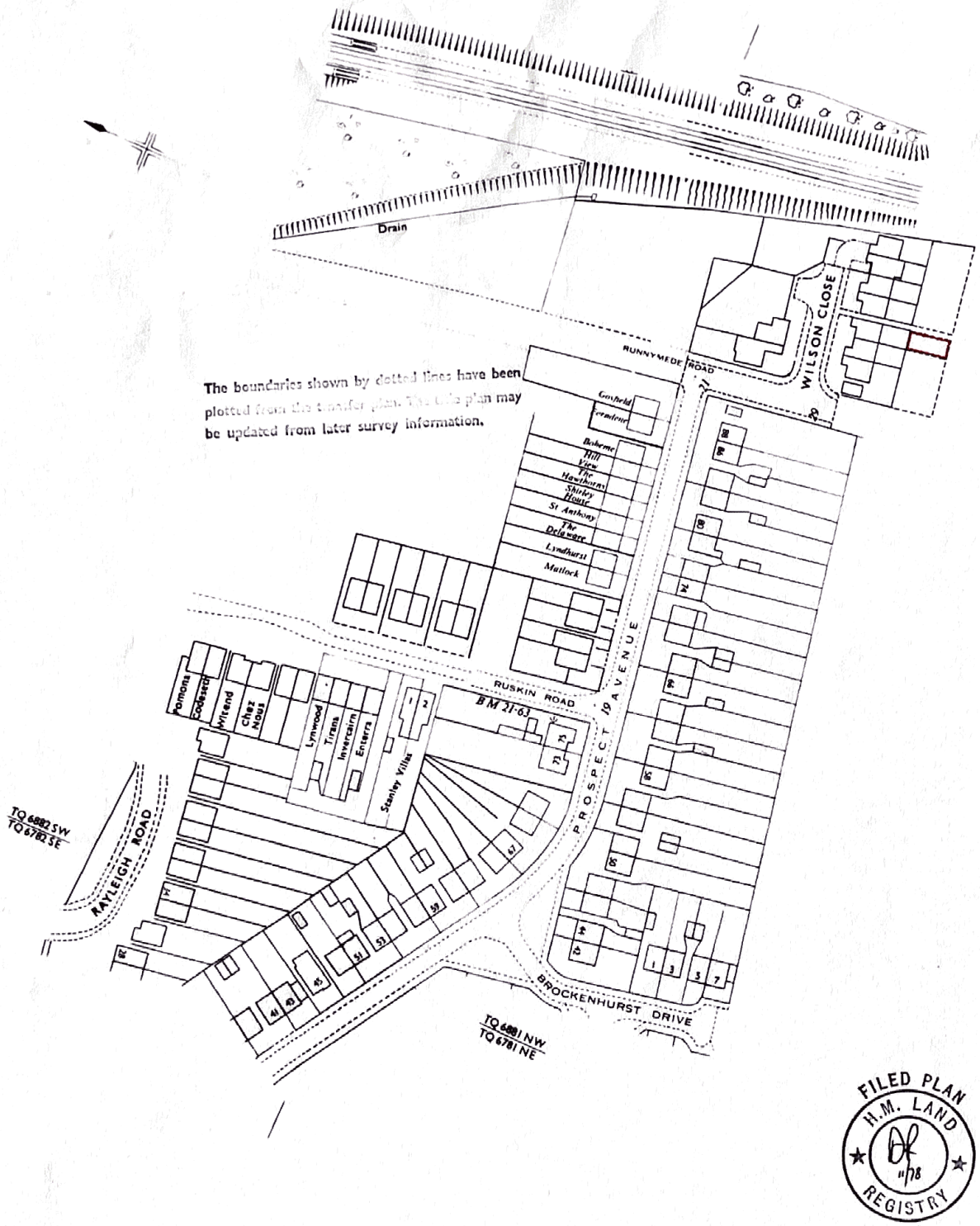
2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

## End of register

# H.M. LAND REGISTRY

| | | | |
|---|---|---|---|
| | | TITLE NUMBER | |
| | | EX210733 | |
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1976 |

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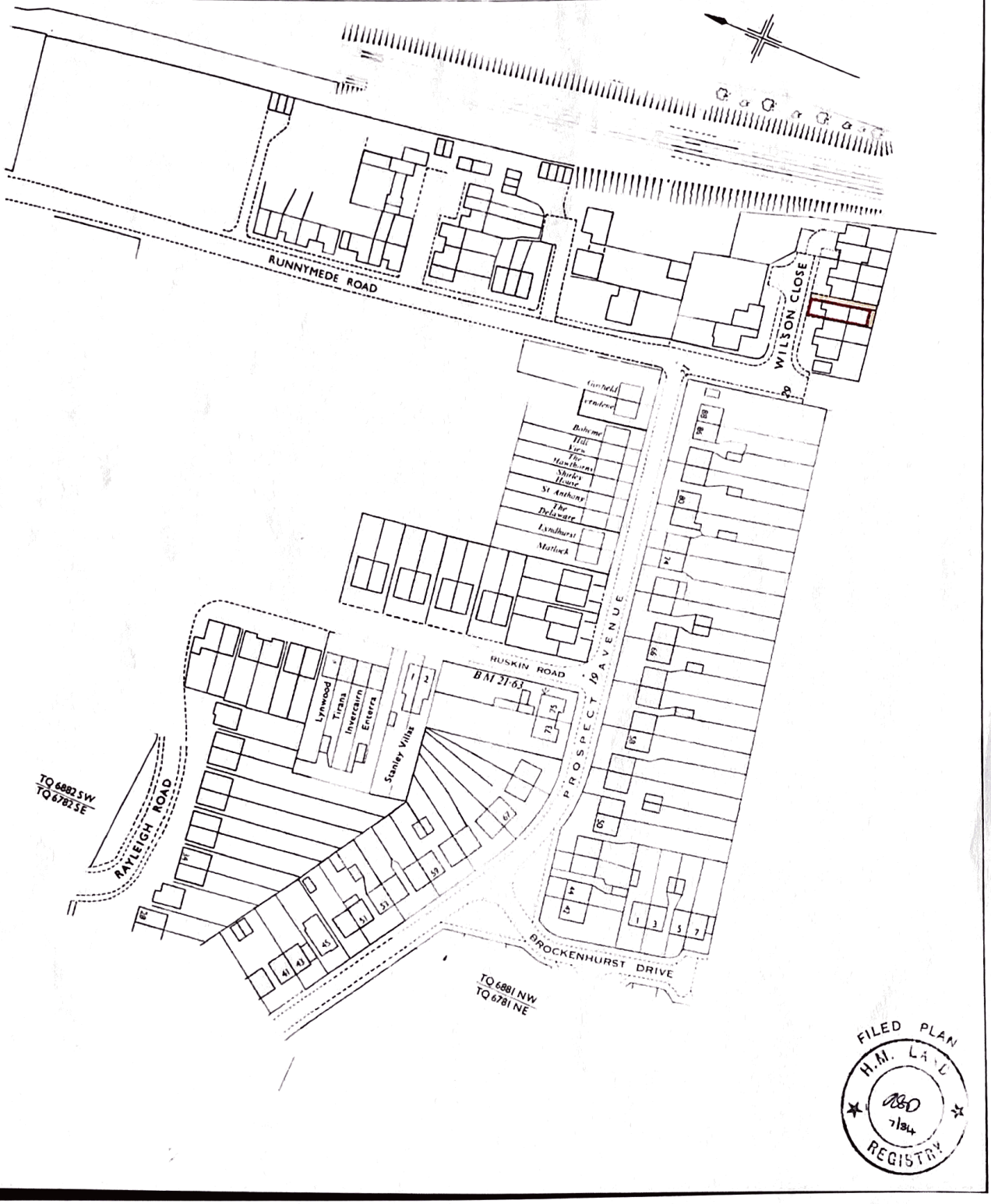
| H.M. LAND REGISTRY | | TITLE NUMBER EX296977 | |
|---|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1 1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




FILED PLAN H.M. LAND REGISTRY 7/84

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# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC UK Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (05.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

# Title number EX296977

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## A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 27 February 1969 made between (1) J. Thom Limited (Vendor) (2) Cyril Ronald Hogger and (3) Ronald William Wade and Joan Evelyn Wade (Purchasers):-

"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the filed plan.

3 The Conveyance dated 27 February 1969 referred to above contains the following provision:-

"4. IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or any other purpose of any adjoining or neighbouring property of the Vendor."

Title Number : EX296977

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 5 FEB 2020 at 21:05:25 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX296977 |
| Address of Property | : 6 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC UK Bank PLC |

Land Registry

# Official copy of register of title

Title number EX296977 Edition date 12.10.2015

- This official copy shows the entries on the register of title on 13 Oct 2015 at 16:55:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 Oct 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry Peterborough Office.

## A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 27 February 1969 made between (1) J. Thom Limited (Vendor) (2) Cyril Ronald Hogger and (3) Ronald William Wade and Joan Evelyn Wade (Purchasers):-

"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the

# A: Property Register continued

filed plan.

3 The Conveyance dated 27 February 1969 referred to above contains the following provision:-

"4. IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or any other purpose of any adjoining or neighbouring property of the Vendor."

# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

Case Reference: REF/2020/0535

URSEL KLARA HAYES Applicant

-v-

KAY BUTCHER and RICHARD JOHN BUTCHER Respondent

STATEMENT OF URSEL KLARA HAYES - APPLICANT

**Name and Address for Service:**

This is the statement of case of Ursel Klara Hayes. The address for service of documents is care of Penmans Solicitors of Stanhope House, High Street, Stanford-le-Hope, Essex SS17 0HA

**Reasons for supporting original Application:**

(1) I purchased 4 Wilson Close Stanford-le-Hope Essex SS17 0LA with my late husband Alan William Hayes on the 17th August 1983. I have been in continuous occupation of this land since that date.

(2) On the 26th January 1969, a conveyance of 4 Wilson Close to my predecessors in title granted them a right of way from the rear of the back garden of 4 Wilson Close to the front of the property which is coloured green on the plan attached hereto. That right of way effectively enabled the then owners of 4 Wilson Close to secure access on foot from the rear of their back garden to the road at the front of 4 Wilson Close.

(3) On the 1st September 1978, the land owner at the rear of my property namely Essex County Council sold off a uniform shaped parcel of land to the owners of numbers 2, 4, 6, 8, 10, 12, 14 and 16 Wilson Close which effectively extended the back gardens of all these properties including my own.

(4) The extension to the back garden as far as number 4 Wilson Close is concerned relates to the area of land coloured blue on the filed plan to my property with title number EX282809.

(5) As aforesaid, I moved to 4 Wilson Close on the 17th August 1983. By then, the rear gardens of my property along with adjoining properties had all been extended as outlined above.

(6) To secure access to the front of my property from my back garden, from the date I took occupation in 1983 to 2016 I used the passageway coloured red on the plan annexed hereto. The rear accessway running across the rear boundary of number 6 Wilson Close was defined by two posts which remain and which extended to a width of 44 inches.

(7) This rear accessway over the areas coloured red and the area coloured green which passes by the side of 6 Wilson Close were used continuously by me on foot only from 1983 until the beginning of July 2016 when the Joint Proprietor of 6 Wilson Close, Richard John Butcher, erected a fence across my rear accessway. Between 1983 and 2016 I had repaired and maintained the Fence separating the rear of number 6 Wilson Close from the access coloured brown and have indeed renewed it twice. Prior to that the owners of number 6 Wilson Close had not had cause to use the access as they had and still have a gate immediately at the rear of the property in the side access fencing.

(8) Mr Butcher has since put down a concrete base and a summerhouse across my accessway over the land coloured red which prevents me from using it at all. He has also installed a gate across my accessway which he has locked.

(9) By virtue of the uninterrupted use of the accessway over the areas coloured red and green (with the exception of the area of land marked green which passes through the middle of Mr Butcher's Property) I believe I have acquired a prescriptive right to use that accessway.

(10) I have also acquired adverse possession over the land tinted blue on the plan under Title No. EX992488 which now forms the rear of my garden.

**Documents which are important to the Applicant's case of which the Tribunal or any other party will require in order properly to understand the Applicant's case [NOTE; copies of the documents in this list should also be supplied – rule 30(1)(b)]**

| Description | Original/ Copy | Date of document | Parties | Page Number |
|---|---|---|---|---|
| Photos | copies | 2020 | | |
| Statement of Frederick Sergeant | Copy | 2.5.2017 | | |
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I believe/the Applicant believes that the facts contained in this Statement are true

Signed

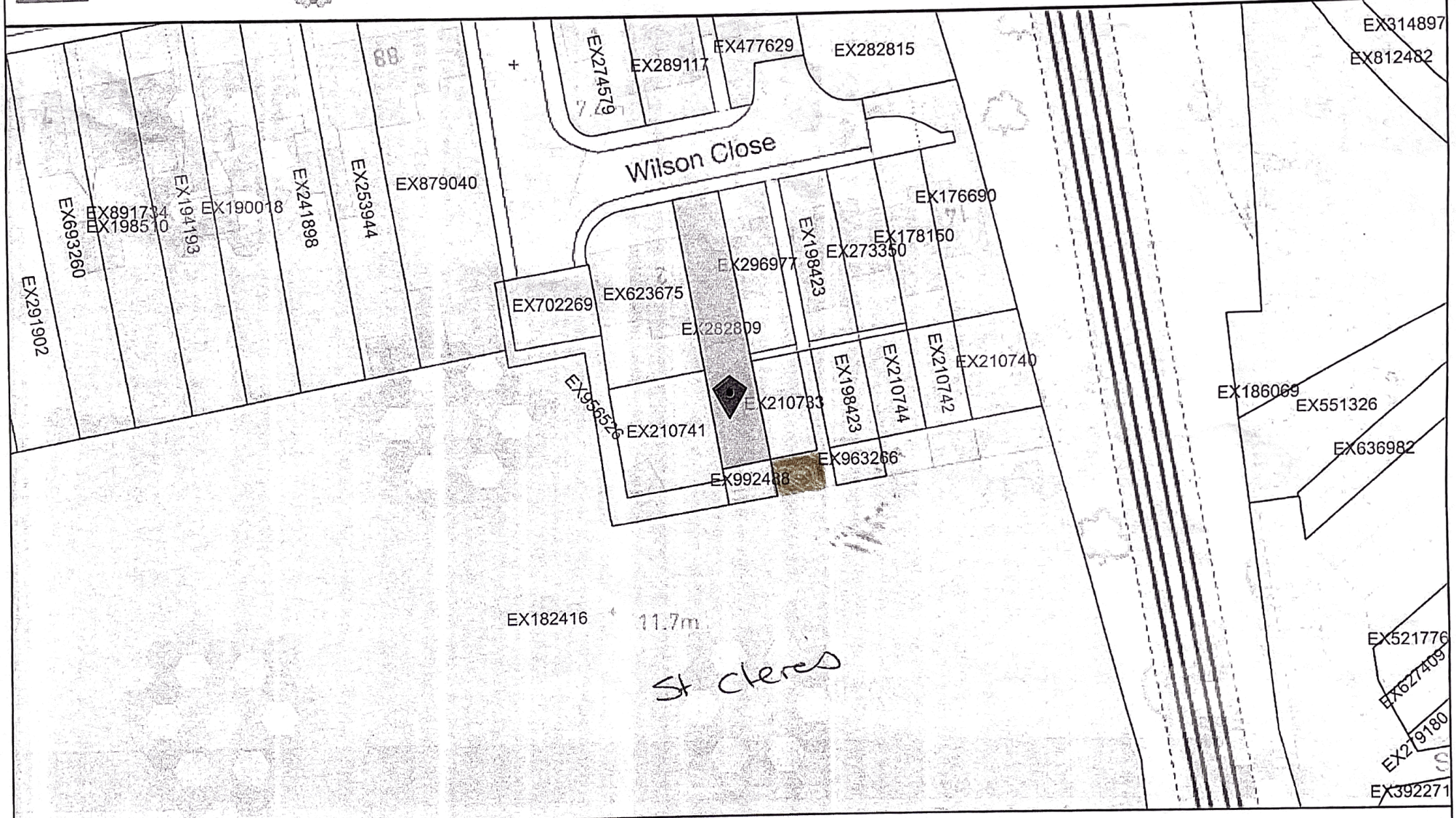
……..
Applicant/(Applicant(s)/representative)
I am the Applicant/Applicant's Representative
And my relationship to the Applicant is

……...

BETA HM Land Registry

# MapSearch Snapshot






PLAN

Map scale 1:625

0 2 4 6 8 12 16 20m

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Data last updated 10:00pm 21 JULY, 2021

Title Number : EX992488

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 4 DEC 2019 at 14:30:18 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX992488 |
| Address of Property | : land on the south side of 4 Wilson Close, Stanford-Le-Hope (SS17 0LA) |
| Price Stated | : Not Available |
| Registered Owner(s) | : URSEL KLARA HAYES of 4 Wilson Close, Stanford-Le-Hope SS17 0LA. |
| Lender(s) | : None |

Title number EX992488

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# A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south side of 4 Wilson Close, Stanford-Le-Hope (SS17 0LA).

2 Transfers of adjoining land reserve rights of entry for the purpose of constructing drains and laying cables thereunder and of inspecting, maintaining repairing and renewing the same and the free passage and running of water, soil and electricity.

# B: Proprietorship Register

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

## Title absolute

1 (07.05.2019) PROPRIETOR: URSEL KLARA HAYES of 4 Wilson Close, Stanford-Le-Hope SS17 0LA.

# C: Charges Register

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

1 The land is subject to rights of drainage of water and soil, if any, in favour of adjoining owners to the North.

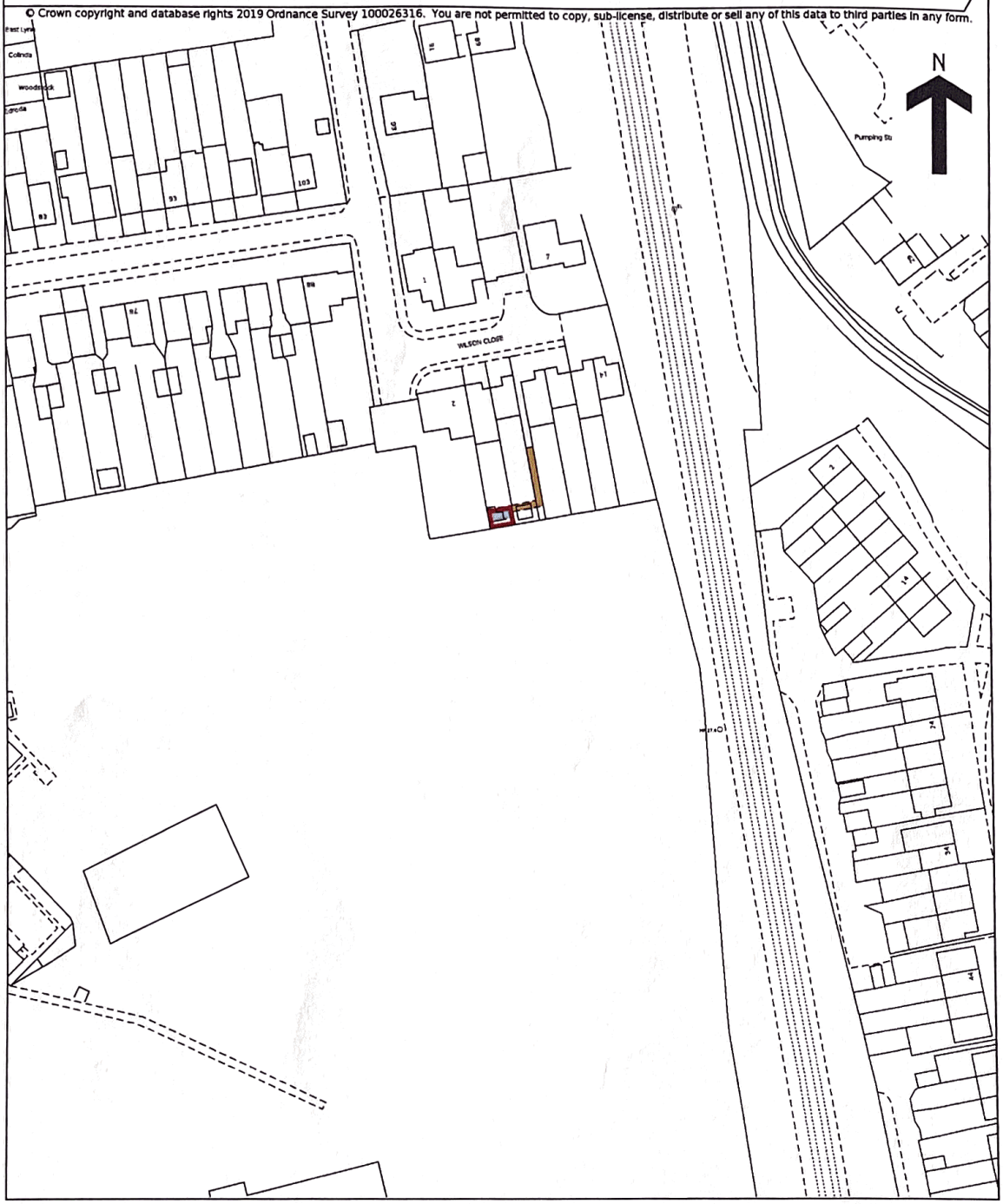
2 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

## End of register

# HM Land Registry
# Current title plan

Title number **EX992488**
Ordnance Survey map reference **TQ6881NW**
Scale **1:1250**
Administrative area **Thurrock**

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This title is dealt with by HM Land Registry, Peterborough Office.

Title Number : EX282809

This title is dealt with by HM Land Registry, Peterborough Office.

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REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX282809 |
| Address of Property | : 4 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Price Stated | : Not Available |
| Registered Owner(s) | : ALAN WILLIAM HAYES and URSEL KLARA HAYES of 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA. |
| Lender(s) | : None |

Title number EX282809

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 8 JAN 2020 at 11:15:57. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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# A: Property Register

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

THURROCK

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land tinted pink on the filed plan has the benefit of the rights granted by but is subject to the exceptions and reservations contained in a Conveyance thereof dated 24 January 1969 made between (1) J. Thom Limited (2) Cyril Ronald Hogger and (3) David John Cook.

*NOTE: Original filed.*

3 The Conveyance dated 24 January 1969 referred to above contains provisions as to any right or easement of light or air or otherwise.

# B: Proprietorship Register

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

## Title absolute

1 (17.08.1983) PROPRIETOR: ALAN WILLIAM HAYES and URSEL KLARA HAYES of 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA.

# C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land tinted blue on the filed plan and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmunds Tolhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the terms of release are set out in the Schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 1 September

# C: Charges Register continued

1978 made between (1) Essex County Council and (2) Michael Sydney John Onyett and Yasmin Sylvia Onyett contains restrictive covenants and reserves rights of drainage and rights in respect of water and electricity supply services.

NOTE: No copy of the Transfer referred to is held by Land Registry.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

## Schedule of restrictive covenants continued

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10 The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is 'T' marked.

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

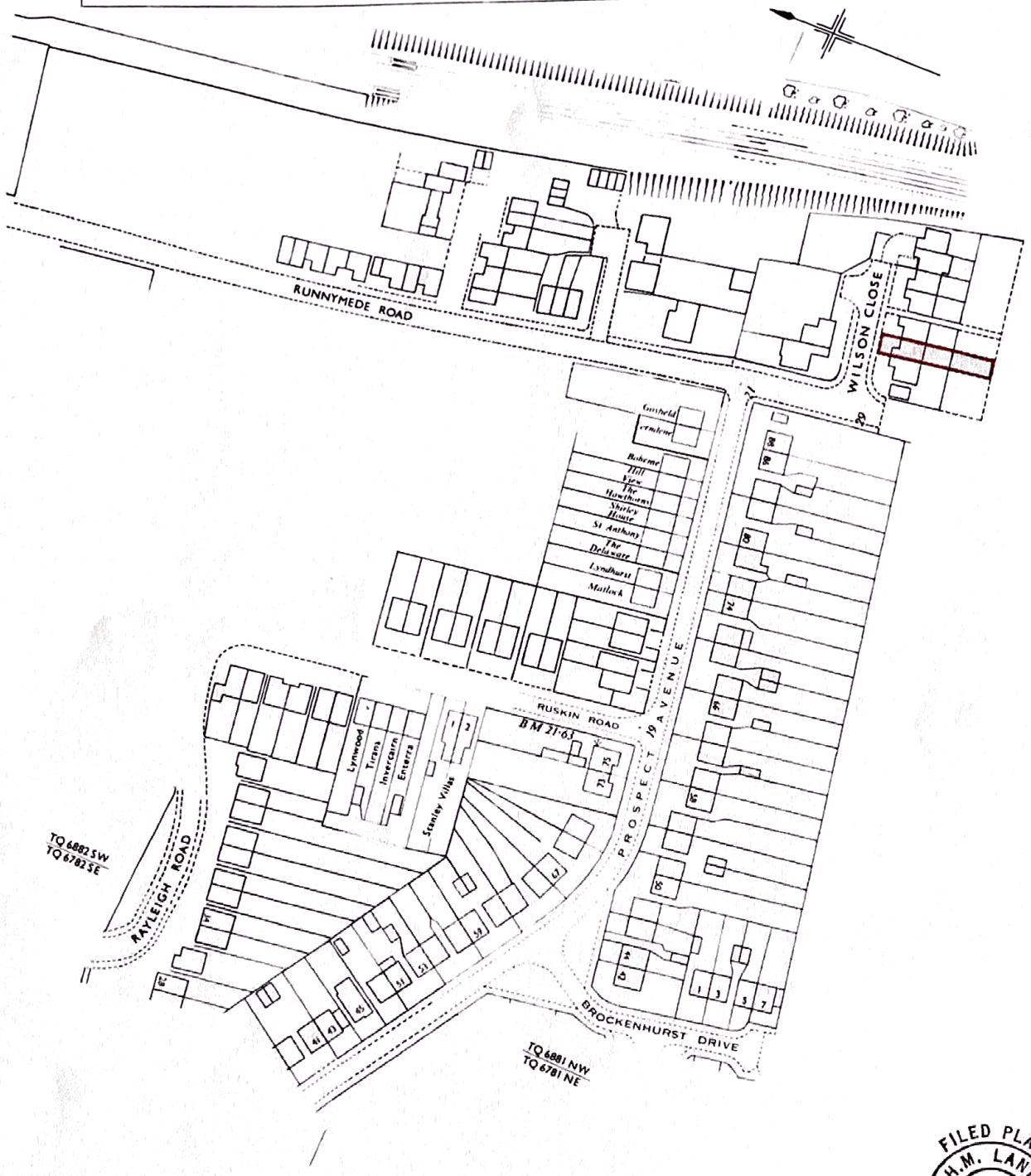
"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the Second Schedule to the said Deed of Conveyance."

## End of register

# H.M. LAND REGISTRY

| TITLE NUMBER | |
|---|---|
| EX 282809 | |

| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
|---|---|---|---|
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1983 |




FILED PLAN H.M. LAND REGISTRY 2-84

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HM Land Registry

# Official copy of register of title

Title number EX182416 Edition date 07.05.2019

- This official copy shows the entries on the register of title on 18 DEC 2019 at 18:34:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Jul 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St Clere's School, Butts Lane, Stanford-le-Hope (SS17 0NW).

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

3 Unless otherwise stated below transfers of the parts edged and numbered in green on the filed plan reserve rights of entry for the purpose of constructing drains and laying cables thereunder and of inspecting, maintaining repairing and renewing the same and the free passage and running of water, soil and electricity.

4 (09.12.1998) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered EX608012 in green on the filed plan dated 30 October 1998 made between (1) The Govering Body of St Clere's School and (2) Lee Stuart Sandford:-

"Except and reserved to the seller in fee simple (for the benefit of the sellers Lessees and all (if any) others as may from time to time be authorised by the seller to inuse (sic) and enjoy them) as the pertinences to the land retained by the seller the right (in common with the buyer the buyer's Lessees and all others from time to time authorised by the buyers Lessees or any of them) of:-

1.1 free passage and running of water and soil in and through the sewers drains and channels now constructed or at any time within the period of eighty years commencing on the date of the transfer of the property to the buyer to be constructed on or through or under the property and

1.2 free and uninterrupted use of all gas oil and water pipes and all electricial telephone and other wires and cables now constructed or at any time within the said period to be constructed on through or under the property for all purposes constructed with the development use and enjoyment of the retained land together with the right for the seller (in common as mentioned above and with or without surveyors agents and workmen) at all times and from time to time upon reasonably prior

# A: Property Register continued

written notice (save in the case of emergency) to enter and for so long as is necessary to remain on the property to inspect and make connections to and disconnections from the service media for all purposes connected with the development use and enjoyment of the retained land provided that the person exercising the right of entry shall:

(i) cause as little inconvenience to the buyer and the buyers Lessees as practicable in the circumstances and

(ii) make good or cause to be made good as soon as practicable thereafter and free of cost to the buyer and the buyers Lessees any damage caused to the property but not so as to be liable to the buyer or the buyers lessees for any disturbance inconvenience or loss of business to them resulting from or consequential on any property exercise of right of entry and the making good of any damage caused to the property"

5 (19.06.2006) The land has the benefit of the rights granted by a Transfer of the land edged and numbered EX769722 in green on the title plan dated 21 March 2006 made between (1) The Governing Body of St Clere's School and (2) Gary Carpenter which rights are in identical terms to those contained in the Transfer dated 30 October 1998 referred to above.

# B: Proprietorship Register

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

## Title absolute

1 (12.09.2011) PROPRIETOR: ST CLERE'S CO-OPERATIVE ACADEMY TRUST (Co. Regn. No. 07703865) of St. Cleres School, Butts Lane, Stanford-Le-Hope, Essex SS17 0NW.

2 (12.09.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT.

3 (12.09.2011) RESTRICTION: Until 1 May 2024 no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the Big Lottery Fund of 1 Plough Place, London EC4A 1DE or their conveyancer.

# C: Charges Register

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

1 The land is subject to rights of drainage of water and soil, if any, in favour of adjoining owners to the North.

2 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 A Conveyance of the land tinted blue on the filed plan dated 7 April 1903 made between (1) Frederick Morley Hill (Vendor) and (2) Edward Evans (Purchaser) contains covenants details of which are set out in

# C: Charges Register continued

the schedule of restrictive covenants hereto.

5 A Conveyance of the land tinted yellow on the filed plan dated 18 May 1903 made between (1) Frederick Morley Hill (Vendor) and (2) Edward James (Purchaser) contains covenants identical with those contained in the Conveyance dated 7 April 1903 referred to above.

NOTE: A T mark affects the northern boundary of the land tinted yellow on the filed plan.

6 A Conveyance of the land tinted pink on the filed plan and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendors) and (2) William Woodburn Wilson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmunds Tolhurst and (2) William Woodburn Wilson the said covenants were expressed to be released.

NOTE: Original deed filed.

7 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

8 (07.10.2014) The land is subject to the rights granted by a Deed dated 2 October 2014 made between (1) St Clere's Co-Operative Academy Trust and (2) Eastern Power Networks PLC .

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 7 April 1903 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Vendor that he the Purchaser his heirs and assigns will at all times hereafter abide by perform fulfil and keep all and every the conditions and stipulations subscribed at the foot of these presents.

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots as shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendors nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendors one of such plans to be retained by the Vendors and the other returned to the Purchaser.

3. No tavern hotel inn public house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendors to be built or carried on upon any plot.

4. The Purchaser will have to make good any damage to the roads and footpaths occasioned through his building on his plots immediately after the erection of any house and in default the Vendors shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

## Schedule of restrictive covenants continued

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than sixty feet of the front building line nor more than one house on any plot nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement on this Conveyance) of the Vendors. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendors or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendors have formed the roads and the Purchaser shall pay his proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendors shall have power to make the same and the Purchaser shall on demand repay the Vendors the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendors reserve to themselves a strip of land two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale. And also reserve the right to carry any drains water pipes or works through the land at any time.

10. The Vendors reserve to themselves the power of allowing a variation in the Plans and Conditions.

NOTE: The T marks referred to affect the Eastern and Western boundaries of the land tinted blue on the filed plan.

2 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

NOTE: The stipulations referred to are identical with those contained in the Conveyance dated 7 April 1903 referred to above.

## Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 1 | 19.01.1999 edged and | School Building at St Clere's School, Butts Lane, | 04.11.1998 25 years from | EX610318 |

## Schedule of notices of leases continued

| Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|
| numbered 1 in blue | Stanford-le-Hope | 4.11.98 | |

## End of register

# HM Land Registry Official copy of title plan

Title number **EX182416**
Ordnance Survey map reference **TQ6881NW**
Scale **1:2500**
Administrative area **Thurrock**

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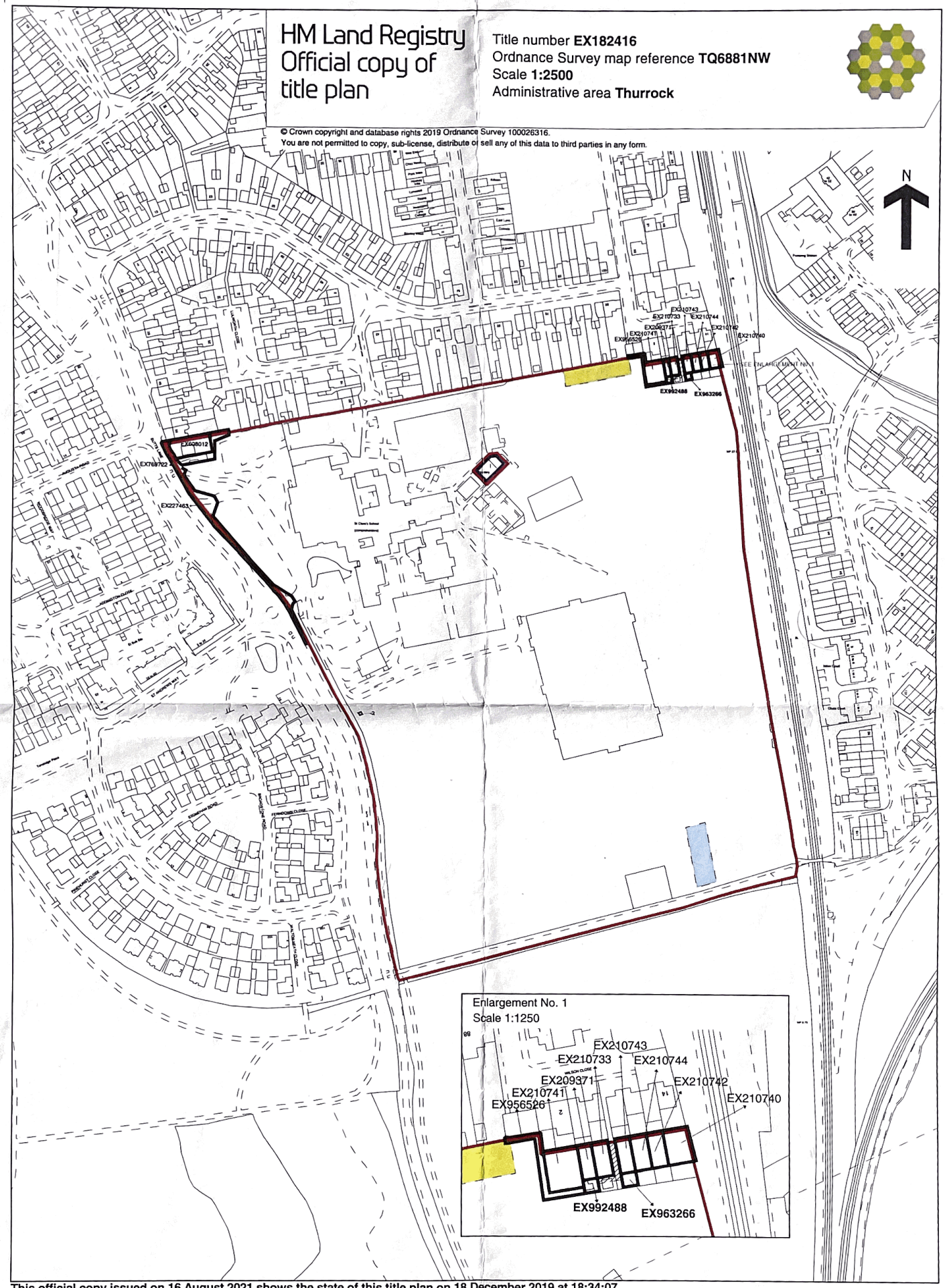


**This official copy issued on 16 August 2021 shows the state of this title plan on 18 December 2019 at 18:34:07.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by HM Land Registry, Durham Office.**

**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs. Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane**
**2) Land on the south side of 3 & 3 Wilson Close, Stanford-le-Hope**

Name and Address for Service:

This is the statement of case of Kay and Richard Butcher. The address for service of documents is care of Kay and Richard Butcher of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

Applicant Reference Number: DJS/SS/48104.HAY

Tribunal Reference Number: REF/2020/0535

Date: 28 June 2021

Skeleton Argument – Respondent

The merits of an appeal should always be considered by the appeal authority in terms of the principles of procedural and substantive fairness. In considering this appeal, it is necessary that the appeal authority consider the merits of the appeal insofar as it relates to its comprehensive background, enquiry and investigation into the alleged Right of Way. This is no longer the same issue as once before. The Claimant has since acquired the said land from St Clere's School. Ownership is not in question and Right of Way should be formal. All other neighbouring persons have acquired the same said land to the rear of their own properties. This is claim is an isolated incident among the neighbouring community.

When considering merits, it must be determined whether the appeal has been lodged within the prescribed period. This is a frivolous appeal and the Respondent asks the Judge to look at the motives
- such as bad faith or for delays in reference to the Statement of Case. The latest Statement of Case should be levelled against the extended amount of time the Claimant was afforded in preparation .

The Respondent submits that the appeal is totally devoid of merit, weak at best and serves only to pull on heartstrings in reference to the

Appellant who is an elderly widowed lady. The joint Respondents are "Key Workers" for and on behalf of the country. They have worked hard and for long hours during the pandemic, which is an important and comparable point to be made.

When a reasonable body of information has been requested such as the Appellants Statement of Case, it must be considered whether, once obtained, it has a good prospect of success. It is considered that appeal should not be allowed. A Hearing itself would undoubtedly be a waste of the courts precious time and resources. Where the question of Ownership is no longer in dispute; the Respondent continues to offer a key, access to the right of way in question has not been restricted and it has not been used by the Claimant, prior and post dispute.

The Statement of Case is almost the very same document as submitted before, in particular the Judge had concluded it was not sufficient which is why the Claimant was afforded more time despite the Respondent contesting to an extension in reference to a case which has unnecessary dragged on now, for approx. 4 years. The document does not contain any legal merit whatsoever, pursuant to the facts of the case, it therefore merely serves as a "witness statement" i.e. hearsay. The issue of whether this appeal is frivolous is a question of law.

GUIDELINES TO FOLLOW WHEN CONSIDERING THE MERITS OF AN APPEAL

- Grounds for appeal. 3.1 Rule 30.12 (hearing of appeals) sets out the circumstances in which the …
- Permission to appeal. 4.1 FPR 30.3 (Permission) sets out the circumstances when permission to …
- Human Rights. 5.2 Where the appellant seeks – (a) to rely on any issue under the Human Rights Act …the Respondent have the right to private and peaceful enjoyment of their property without interference. Anyone could have come into our garden, as our fences were down, unknown to us, which is trespass and breach of our Human Rights i.e. right to private life and peaceful enjoyment of property.

Common law dedication can occur where there is evidence of use but no evidence that the use has been challenged. In this case, there has been zero "usage". The Respondent submits that any claimed usage between 1983 and 2016 has not been proven and it is therefore contested. It remains to be seen

Furthermore, it is more useful to have any past usage formalised. This section refers to the dedication of a way being presumed after it has been used without interruption, there is also evidence to the contrary.

The Claimant was merely prompted to make an application for a right of way that they claim to haveused previously, because they find that the way is obstructed by a locked gate. This is a result of change of ownership. The Respondents continue to offer the Claimant a key to access the way.

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on theTitle Deeds.

The Claimant has failed to show she actually uses the way, without interruption, and for the specified full period. There isn't sufficient evidence (by the Claimant) that there is a dedicated right of way, historically or otherwise. The way has come about through not being challenged.

If you wish successfully to claim a right of way, you need to be able to show:

- Usage
- use ('enjoyment') for the full specified period, and so long as there is good evidence ofuse throughout the same period
- no permission was given by the landowner. In this case, the Respondents.

Where permission has been given it should be difficult if not impossible to claim that the way is a right of way. It would depend on how widely known it was that permission was granted, to whom it was granted, and for how long the permission was in place and whether it has been formalised. There has been a continuous period of none usage so a right of way must be refused.

Interruptions to use can be made by the landowner, or an agent acting on his or her behalf, such as by locking a gate or erecting a notice forbidding use, or orally challenging use by the Claimant. To prevent

dedication, such interruptions would need to be made with the intention of preventing public use of the
way.

The Claimant must ensure that their application includes some evidence of use right up to the date of application. At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house. Similarly, the Respondent were not informed on completion of the said property by previous owner, Land Registry and/or neighbors.

It could be argued that the cessation of use of the claimed way during that time constitutes a break in the use and enjoyment of the way. It will be better if evidence of use covering any period describes the impact on use of the way at that time and now, rather than overlooking it.

The way is not recorded and mistakes were made as acknowledged by the Land Registry and Ordnance Survey . Furthermore the way is not recorded as a right of way to the public. There are mechanisms in place to correct the dispute issue. The Claimant seeks to show that the way that has been used for many years has become a right of way however it would need to be added to the legal record where they claim the rights already exist. The Claimant has failed to supply sufficient (or any) evidence that the right does exist.

Please see supporting documentation submitted for and on behalf of the Respondent.

| Description | Original/Copies | Date of Document |
|---|---|---|
| Land Registry Extracts attached | Copy extracts | |
| Statement of Case – Kay and Richard Butcher (Respondents) – attached | Copy | 22/06/2021 |
| Complete hard copy application bundle available on request. | Original and copy documents | 27th July 2011 through to date. |

Yours faithfully

Signed
R. Butcher and K. Butcher
For and behalf of Kay and Richard Butcher

Ex 33 land to rear of our property in our names
Ex 77 our garden which merges with Ex 33
Ex 16 St Clere's School grounds

**(1) EX182416 (2) EX992488 AND (3) EX282809**

**Ursel Klara Hayes (Applicant) vs.**
**Kay Butcher and Richard John Butcher (Respondent)**

**1) St Clere's School, Butts Lane**
**2) Land on the south side of 3 & 4 Wilson Close, Stanford-le-Hope**

Statement of Case - Kay and Richard Butcher (Respondent)

Name and Address for Service:

This is the statement of case of Kay and Richard Butcher. The address for service of documents is care of Kay and Richard Butcher of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

Applicant Reference Number: DJS/SS/48104.HAY

Tribunal Reference Number: REF/2020/0535

Date: 28 June 2021

We purchased the property on the 27th July 2011 together with the said land to rear (EX-33) which is registered in our names and Land Registry – Title Number EX296977) which was no longer in existence. - signed declaration from previous owner, Vivienne Childs, that it was no longer in use and had never been (26th July 2011).

Seller's property information pack which was filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

When we moved into the property there was no discussion with neighbors about them using the back of our garden. Correspondence from Penmans always stated that the row was at the back of our garden and, that it was used openly for a period of over 20 years (dated 5th October 1916). Surely if we did not have confirmation from previous owner that lived at 6 Wilson Close for 4 years, and we have never seen Mrs Hayes or spoken of this previously, that this in fact trespassing? Although, Mrs Hayes would not have been able to use the back of the garden due to it being overgrown. Anyone could have been in our garden as fences were down.

**9th May 2016**

New 6ft fencing erected with side access gate, with a lock added for security as most of the fences had become in disrepair and open to persons trespassing onto our property.

**.1st August 2006**

Week commencing 1st August old shed to back of garden and trees, bushes and rubble removed from back of EX-33, and what is now stated to be St. Clare's School grounds EX-16. Area was not accessible before this.

We received our first letter from Penman's/Hayes on the 9th August 2006 stating that we had blocked her row by having a fence built. They stated that on the 24th January 1969 conveyance that there is a granted row for neighbors to use (EX-99), no longer in use) and that Hayes used an additional piece of land purchased by our predecessor (Mr Wade) as a row (EX- xxxix)

**22 August 2016**

We replied with a letter from our Solicitor, Margaret Reynolds, stating that although she had not
used the row, we are willing for her to give notice for use, and we would open gate for her.

**3rd October 2016**

Summer house concrete base was erected.

**5th October 2016**

Penman's' wrote to us stating that their client is willing to agree to the extinguishment of the row running through the middle of our property (EX-77), subject to a formal grant of a row over the piece of land at the back of our property (now EX-16). (EX - 33 ?)

**10th October 2016**

Margaret Reynolds (our Solicitor) was unable to proceed as they do not deal with litigation.

**1st November 2016**

We informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her so she could come through at any time. We told her that if ever she needed to come through, all she had to do was knock and we would extend a key, but only with prior notice or an emergency.. We also informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her and that we would appreciate it if she did want to come through, for any reason, she would have to knock and we would extend a key, but only with prior notice. We furthermore informed Penman's that we had sought further advice from Osborne Clarke LLP that they be on standby if the matter reached litigation, as Margaret Reynolds Solicitors do not deal with litigation. The case is now being handled by an independent legal representative.

**19th December 2016**

Letter sent to Penmans to inform them that we would continue to offer a key to the garden gate as and when required, but again with prior notice.

Acknowledgment received on 11th January 2017 from Penmans to inform us they had received a letter dated 19th December 2016.

**16th January 2017**

We wrote to Penmans to inform them that we planned to commence work on a summerhouse project, and that we would continue to do so, as their client had failed to take any action by pursuing a course of conduct.

**18th January 2017**

Letter received from Penmans informing us that their client will seek its removal, and that the row exists.

**23rd February 2017**

We wrote to Penmans informing them that we were to make our final payment on our summerhouse on Saturday 18th March 2017 and commencing construction within 21 days. We also confirmed that we would continue to proceed with the planned works, as their client had not taken any action by pursuing a course of conduct/lucrative which were available to her.

**17th March 2017**

We received an email from Penmans stating that our neighbor Mr Sargent, who is a personal friend of Mrs Hayes and resides at no. 2 Wilson Close, that there was access across the far portions to all of the properties that back onto St. Clare's School. This was not known to us when we purchased the property and if indeed was divulged, we would not have proceeded to buy the property.

**24th May 2017**

Land Registry sent us a letter informing us that an application had been made for thee registration of land at the back of our property, under title number EX 210733. (our land)

**July 2017**

A letter was sent to Mr. Sargent, asking him not to discuss confidential legal information as regards to our dispute with Mrs. Hayes. Several people had spoken to me, including previous owner Vivian Childs, asking what was going on.

**6th September 2017**

Land Registry sent a further copy of the letter received on the 24th and stated that the application had bee4n made for an easement on the land at the back of 6Wilson Close, which belonged to St. Clares School (EX 16). (not Ex 33 as stated in May)

**26th September 2017**

We sent objection letter to the Land Registry.

**19th October 2017**

Once again we received a letter from the Land Registry, acknowledging our objection and stated that title number was EX-33 and not EX-16.— St Cleres ours

**8th November 2017**

The Land Registry sent a letter to us confirming that they had received our application for an extension saying title number affected is EX-2110733.(ours)

**14th November 2017**

Due to the confusion of what title land is affected, we requested a copy of thee Land Registry Audit assessment conducted in May 2017.

**18th December 2017**

The Land Registry once again refer to the objection letter we sent and state that the easement would affect EX-33(our land)

**8th January 2018**

We sent a reply to the Land Registry informing them that we were willing to negotiate.

**10th January 2018**

Land Registry letter referring to neighbors e.mail we sent which title number being affected as EX-33.

**29th March 2018**

Received a letter from Land Registry stating that the case was being re4ferred to the Tribunal. affected land being EX-33.

**4th May 2018**

The Land Registry sent us the case summary and letter to confirm that it had been referred to the Tribunal still stating that affected land was EX-33.

**8th May 2018**

We sent a letter to the Land Registry asking them for the outcome of the Ordinance Survey Surveyor's report from May 2017.

**11th May 2018**

We received the Ordinance Survey (copy). Page 3 (5) states that the area coloured pink is the4 private re4ar garden of 6 Wilson Close. It also stated that the metal fence effected by St. Clares School was put up in 2004. We were at work when this survey was undertaken, but all information was provided by Mrs Hayes and our neighbor Mr. Sargent (friend of Mrs Hayes). (This includes ex 77, ex 33, no mention of Ex-16 St Clare's grounds)

**5th July 2018**

Case Summary from Mrs. Hayes in which the Land Registry state that the registrar does not believe that the route, claimed as a row as is EX-16, St. Clare School grounds.

**25th July 2018**

We received Tribunal documents still stating title number EX-33 (our land)

**7th August 2018**

Mrs Hayes' builder knocked on our door, asking to come through our garden which we could not be accommodated at the time.

**16 August 2018**

Penmans wrote to us to inform us that their client were withdrawing the application of the easement, as it is not under our title, and resubmitted asking for an easement on title plan EX-16.

Penmans also sent us a copy of an email dated 31st May 2018, stating that following a phone call to the Land Registry, that the land at the back of our garden, does not belong to us, a requisition dated 19th July 2017. This was after the Ordinance Survey and not known to us when we purchased the property.

There is now a huge hole where anyone can get through from the back of 6 Wilson Close n Mrs. Hayes' garde4n at number 4 Wilson Close, as we had cut all of the trees and bushes to the back of her garden.

At 19.30pm a strange man was at the back of our garden on the land stated as EX-33 (or possibly EX-16). We did not know who he was and, luckily Mr Butcher was at home at the same time as Mrs. Butcher The man tried to hide himself, and then made known that he was a friend of Mrs Hayes' son.

**14th September 22018**

We wrote a letter to the Land Registry, asking if the May 2017 Ordinance Survey report was accurate, as it states that our garden is up to the metal fence outlining St. Clares School grounds.

**4th October 2018**

A reply received from the Land Registry, stating that they were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place. The easement is on EX-16 (a little late being that our Solicitor , when we moved in, had to transfer Title Deeds EX-33 into our joint names and that there was no mention in our Survey Report before moving into the property that the land at the back did not belong to us.

The metal fence has now been in place for 19 years, the land uncared for by St. Clares School or anyone else.

**29th January 2020**

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an email asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

Yours faithfully



Signed
R. Butcher and K. Butcher
For and behalf of Kay and Richard Butcher

My Notes

No row was informed to us on completion of moving to this property by previous owner, Land Registry or neighbors.

Anyone could have come into our garden, as our fences were down, unknown to us, which is tresspass. Mrs Hayes came into the garden when Mrs. Butcher was in, only once we had cleaned the back and demanded we open the gate for her. Land Registry conflicting title numbers EX-33 or EX-16?

Have Mr and Mrs Butcher got squatters rights? If deemed,Title Number EX-16 as they have occupied the land and cleared it? Also, poor Land Registry details when purchasing the back of the garden.

At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house.

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, from xxxxxxx informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an e.mail asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

**SUMMARY**

HAYES details

Title Number : EX992488

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 4 DEC 2019 at 14:30:18 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX992488 |
| Address of Property | : land on the south side of 4 Wilson Close, Stanford-Le-Hope (SS17 0LA) |
| Price Stated | : Not Available |
| Registered Owner(s) | : URSEL KLARA HAYES of 4 Wilson Close, Stanford-Le-Hope SS17 0LA. |
| Lender(s) | : None |

# Title number EX992488

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## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south side of 4 Wilson Close, Stanford-Le-Hope (SS17 0LA).

2 Transfers of adjoining land reserve rights of entry for the purpose of constructing drains and laying cables thereunder and of inspecting, maintaining repairing and renewing the same and the free passage and running of water, soil and electricity.

## B: Proprietorship Register

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

### Title absolute

1 (07.05.2019) PROPRIETOR: URSEL KLARA HAYES of 4 Wilson Close, Stanford-Le-Hope SS17 0LA.

## C: Charges Register

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

1 The land is subject to rights of drainage of water and soil, if any, in favour of adjoining owners to the North.

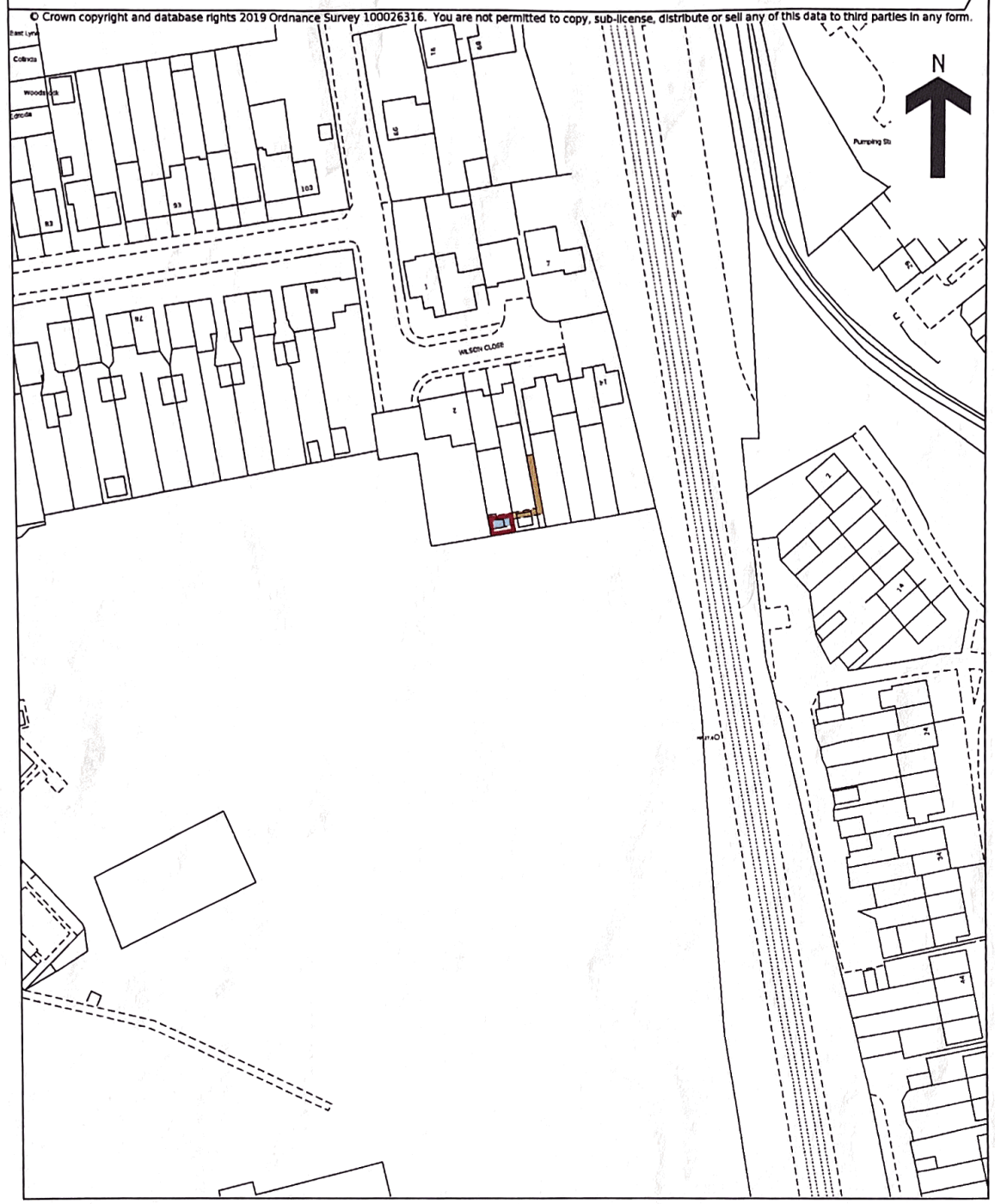
2 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

## End of register

# HM Land Registry
# Current title plan

Title number **EX992488**
Ordnance Survey map reference **TQ6881NW**
Scale **1:1250**
Administrative area **Thurrock**

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This title is dealt with by HM Land Registry, Peterborough Office.

Title Number : EX282809

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 8 JAN 2020 at 11:15:57 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX282809 |
| Address of Property | : 4 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Price Stated | : Not Available |
| Registered Owner(s) | : ALAN WILLIAM HAYES and URSEL KLARA HAYES of 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA. |
| Lender(s) | : None |

Title number EX282809

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 8 JAN 2020 at 11:15:57. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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# A: Property Register

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

THURROCK

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land tinted pink on the filed plan has the benefit of the rights granted by but is subject to the exceptions and reservations contained in a Conveyance thereof dated 24 January 1969 made between (1) J. Thom Limited (2) Cyril Ronald Hogger and (3) David John Cook.

*NOTE: Original filed.*

3 The Conveyance dated 24 January 1969 referred to above contains provisions as to any right or easement of light or air or otherwise.

# B: Proprietorship Register

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

## Title absolute

1 (17.08.1983) PROPRIETOR: ALAN WILLIAM HAYES and URSEL KLARA HAYES of 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA.

# C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land tinted blue on the filed plan and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmunds Tolhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the terms of release are set out in the Schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 1 September

# C: Charges Register continued

1978 made between (1) Essex County Council and (2) Michael Sydney John Onyett and Yasmin Sylvia Onyett contains restrictive covenants and reserves rights of drainage and rights in respect of water and electricity supply services.

NOTE: No copy of the Transfer referred to is held by Land Registry.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

## Schedule of restrictive covenants continued

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10 The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is 'T' marked.

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the Second Schedule to the said Deed of Conveyance."

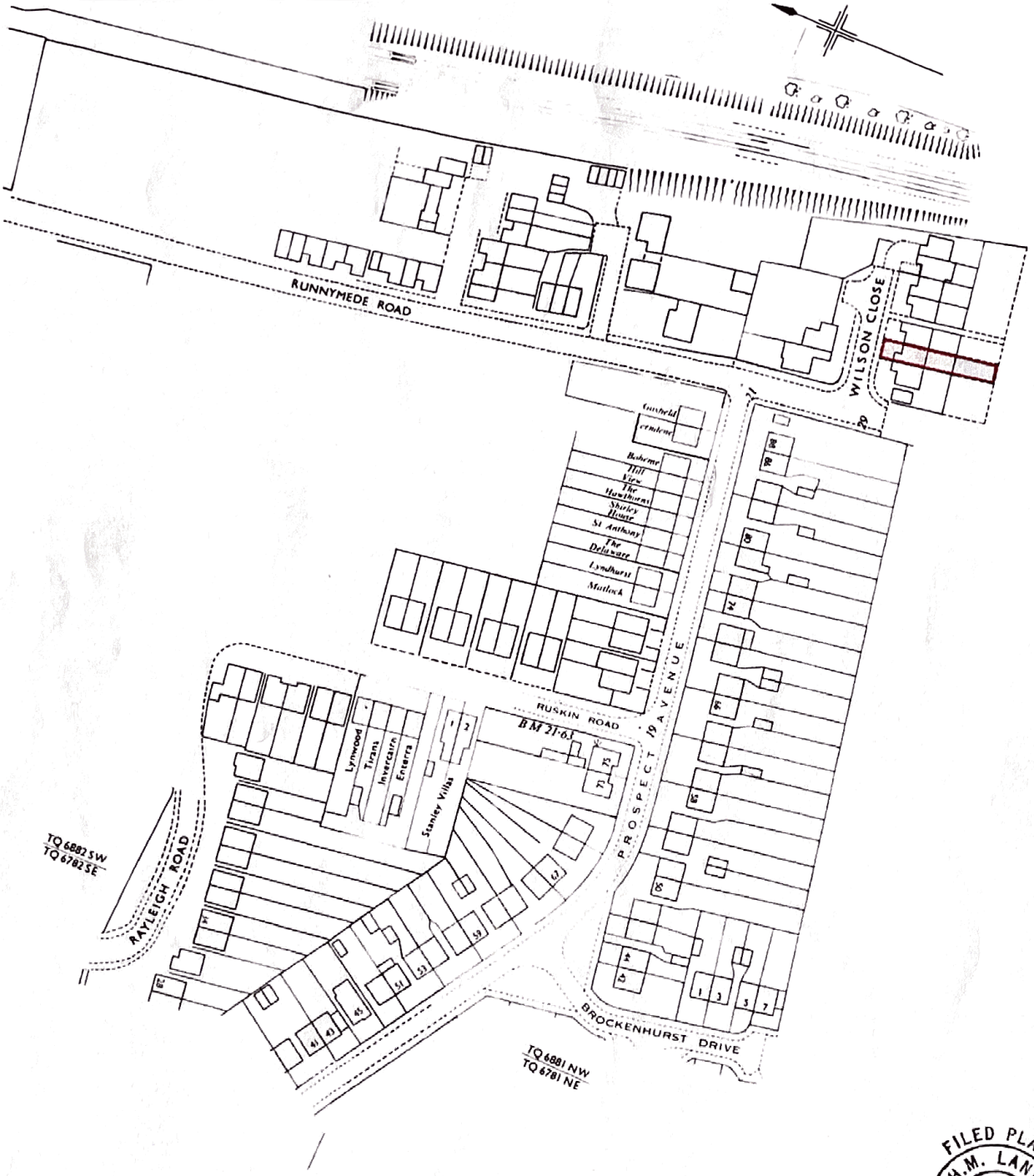
## End of register

# H.M. LAND REGISTRY

TITLE NUMBER

EX 282809

| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
|---|---|---|---|
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1983 |




FILED PLAN H.M. LAND REGISTRY 2-84

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Received Parcel 4 n fogg on 18th
FRIDAY 19th NOVEMBER 18:00 hrs
knocked on mrs Hayes door
to give her Parcel.
She answered - I apologised for
horse alarm going off the
weekend before.
She said she did not hear it. I said
I am surprised as it seemed to have
woke everyone else in the
close up.
mrs Hayes thanked me for
parcel. I left to continue
emptying my car boot of
shopping. —

**Butcher Kay**

**From:** lumpy99uk <lumpy99uk@yahoo.com>
**Sent:** 17 March 2017 07:55
**To:** stanford@penmanslaw.co.uk
**Subject:** Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

23rd February 2017

Your Ref no. MDH.JD.48104/HAY

Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

Dear Penmans

Further to our recent correspondence & in the interests of keeping you continuly informed we are due to make payment on our said Summerhouse on saturday 18th

March 2017 with a view to commenting construction within 21 days.

Yours faithfully

Mr and Mrs Butcher

Sent from my Samsung Galaxy smartphone.

**Butcher Kay**

**From:** richard butcher <lumpy99uk@yahoo.com>
**Sent:** 06 June 2017 16:28
**To:** Butcher Kay
**Subject:** Fw: SUGGESTED WORDING FOR LYOU TO PUT INTO A LETTER FOR NEIGHBOUR AND SEND COPY ONLY TO SOLICITOR X
**Attachments:** image001.png

Sent from Yahoo Mail on Android

On Tue, 6 Jun 2017 at 16:20, Laura Butcher
<laura@CROSSLANDFOX.COM> wrote:

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Dear Mr [Insert]

It has come to our attention, that a confidential legal dispute, between ourselves and Mrs Hayes, has been breached. Several people, including the previous owner, Vivian Charles, have been approached by you for information pertaining to 6 Wilson close, a property owned by us.

We are reasonable hard working people who are genuinely saddened by this dispute which, unfortunately, continues to alginate us from the Close. In the interest of salvaging any relationship with our neighbours of proximity and the wider community, we respectfully request this ongoing legal dispute remain confidential to the parties involved which does not include yourself. Any further attempt to intervene with the course of proceedings could be deemed as malicious.

We reserve the right to bring the above point to the attention of the Court. In the meantime, a copy of the same has been sent to Penmans Solicitors.

CC Penmans Solicitors

Kind regards

Laura Butcher

Director

Crossland Fox Limited. First Floor, The Lansdowne Building, No 2 Lansdowne Road, Croydon, CR9 2ER.

T: 0208263 6096. M: 07803 285200. E: laura@crosslandfox.com. www.crosslandfox.com

Crossland FoxCrossland Fox OISC

**Fred Sargeant**
**2 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**Richard and Kay Butcher**
**6 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Dear Mr. Sargeant

It has come to our attention, that a confidential legal dispute, between ourselves and Mrs Hayes, has been breached. Several people, including the previous owner, Vivian Childs, have been approached by you for information pertaining to no. 6 Wilson close, a property owned by us.

We are reasonable hard working people who are genuinely saddened by this dispute which, unfortunately, continues to alginate us from the Close. In the interest of salvaging any relationship with our neighbours of proximity and the wider community, we respectfully request this ongoing legal dispute remain confidential to the parties involved which does not include yourself. Any further attempt to intervene with the course of proceedings could be deemed as malicious.

We reserve the right to rely on the contents of this letter should this matter progress to the attention of the Court. In the meantime, a copy of the same has been sent to Penmans Solicitors.

CC Penmans Solicitors

Yours faithfully

Mr and Mrs Butcher

Judith B. Curley Soc.LC (Licensed Conveyancer)
Susan Bond (Licensed Conveyancer)

Solicitors and
Commissioners for Oaths

Stanhope House
High Street
Stanford-le-Hope
Essex SS17 0HA

DX: 34603 Stanford-le-Hope
Fax: (01375) 641107
email: stanford@penmanslaw
Tel: (01375) 677777 (4 lines)

Mr & Mrs R Butcher
6 Wilson Close
Stanford-le-Hope
Essex
SS17 0LA

Our ref: MDH.JW.48104/HAY

Your ref:

18 January 2017

Dear Sir/Madam

**Re: Right of Way over 6 Wilson Close, Stanford-le-Hope**

We acknowledge receipt of your letter of 16 January 2017 sent by email. In regard to the fourth paragraph of your letter, we do not understand your comment "adverse possession of unburdened land cannot be met without proof of benefit and therefore continue to dispute any suggestion that the right of way has been distinguished". There is no question of any land being acquired by adverse possession and do not consider that an act of obstructing a right of way that has been used since 1984 is considered to be "acting reasonably". Can you please let us know what you mean by virtue of "formalised agreement through the Land Registry". So far, we have only received from Margaret Reynolds a copy of the Declaration that was dated 26 July 2011. That refers to the right of way granted by the builders in 1969 and not the right of way which our Client enjoyed since 1984, which is directly at the rear of your property.

In regard to the fifth paragraph, we fail to see that a right of way enjoyed since 1984 is considered unreasonable access and we will be pleased to know the statutory authority for your "extended rights of security and privacy of the property".

In regard to the penultimate paragraph of your letter, a key to the side gate would almost certainly offer a degree of security for both properties, but our Client is under no obligation to give prior notice. The right of way exists.

Clearly, your ultimate intention is to erect a summerhouse irrespective of our Client's rights over the right of way enjoyed by our Client. Your conclusion that our Client's rights have not been infringed are total nonsense, otherwise there would have been no correspondence in this matter and you construct the summerhouse at your own risk, as our Client will seek its removal.

Cont…

We strongly advise that you seek further legal advice.

Yours faithfully

Penmans Solicitors

Our office hours are 9.00am to 1.00pm and 2.00pm to 5.00pm Monday to Friday.

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

23rd February 2017

Your Ref no. MDH.JD.48104/HAY

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA**

Dear Penmans

We acknowledge receipt of your letter dated 18th January 2017.

To clarify, the arguments that we have put forward since the inception of this matter has been two-fold, namely; that your client has abandoned her right of way and; that our title with regards to the land at the rear is not burdened and you cannot have a benefit without a burden and therefore, we dispute that the rights have been extinguished. Our position has been confirmed and reaffirmed to us by Legal Representatives, not limited to M. Reynolds Solicitors.

The question of infringement appears to be a matter of interpretation and is for the Courts to decide. Access will not be reinstated outside of a court decision – an unnecessary and petty endeavour when both the gate and its lock have now been in existence since May 2016.

Simply put, your client is seeking access to land she has now not had full access to for almost a year, a redundant task in itself. In any event, we continue to offer a reasonable work around. Outside of this, and unless your client takes action by pursuing a course of conduct whereby there are an array of injunctive mechanisms available to her, we see no reason whatsoever to cease the planned works on our summer house and furthermore, why this petty matter should continue any longer.

Yours faithfully

Mr and Mrs Butcher

**Penmans Solicitors**
**Stanhope House**
**High Street**
**Stanford Le Hope**
**Essex**
**SS17 0HA**

**Richard and Kay Butcher**
**6 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**EA LC BUTCHER 14617.2**

**Your Ref no. MDH.JD.48104/HAY**

**19th December 2016**

Dear Penmans Solicitors

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Further to our letter dated, 01 November 2016, we are yet to hear back from you with respect to the above aforementioned dispute, on-going since August 2016. This lack of response leads us to believe the matter is now closed.

The purpose of this subsequent letter is to inform your client, via yourself, that we plan to continue works on our land in early 2017. Our previous offer to extend a key as and when required but with prior notice, remains. Your client simply need knock on our door to unlock the gate, furnishing her with the desired access.

Given the costs associated with our continued land project, it would be unreasonable for your client to wait until such time, before clarifying their intention to take litigation action, if triggered by your client, against us.

We will deem this matter to be fully closed, unless we are informed otherwise, on Friday 23rd December 2016.

Yours faithfully

Mr and Mrs Butcher

ci
SELF-ISSUE
INSURANCE

Legal & Contingency Limited | 60 Fenchurch Street, London, EC3M 4AD
DX: 843 London/City | Tel: 020 7397 4363 | Fax: 020 7397 4364
enquiries@conveyancinginsurance.co.uk | www.conveyancinginsurance.co.uk

Richard Butcher
6 Wilson Close
Essex England
SS17 0LA

Date: 21/11/2017

Our ref: CI620

Dear Mr Butcher,

**Claim Number: CI620**
**Insured: Richard Butcher**
**Property: 6 Wilson Close, Stanford-le-Hope, Essex, England, SS17 0LA**
**Policy number: DT-PP48671**

I write further to our previous correspondence and thank you for the additional information which you have kindly provided.

**Background to the Claim:**

The facts are that you purchased the Property in August 2011.

Having reviewed your conveyancing documentation, it appears that the policy was issued because the garden to the rear of the Property registered under title number EX210733 is subject to a number of restrictive covenants, details of which were unavailable from the Land Registry and so the policy was recommended by your Solicitors.

Your conveyancing solicitors confirmed that the land under title number EX296977 is subject to rights of ways granted over a pathway to the rear.

In August 2016, you were contacted by Penmans Solicitors acting on behalf of the owner of 4 Wilson Close. They advised that the situation in respect of the rights of way was as follows:

- By way of a conveyance dated 24th January 1969, 4 Wilson Close had the benefit of rights of way over land to the rear of title number EX26977.
- In 1978, the gardens for a number of properties in Wilson Close were extended, at which point, the rights of way were then ran across your title number EX210733 albeit no formal deed altering the rights was ever drafted
- You have been provided a B13 notice from the Land Registry in respect of rights of way which the owner of 4 Wilson Close wishes to register over St Clere's School albeit on review, the Statutory Declaration enclosed with letter does not reflect this

You are seeking our assistance under the terms of the policy and believe that the neighbours rights have been extinguished via non-use.

ci
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INSURANCE

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**Cover Under the Policy:**

In order to aid with the understanding of the Policy, I feel it would be of benefit to set out the background to and the purpose of the policy.

In undertaking investigations before you purchase of the Property, your conveyancing solicitors discovered that the title to the Property is, or may be, subject to unknown rights, easements, restrictive covenants or other matters which could adversely affect your use of the Property ('an Adverse Interest'). As such, they decided that it was appropriate or necessary to deal with the issue by way of insurance.

The policy is designed to be issued by solicitors and licensed conveyancers provided certain criteria can be met. The policy is often issued in order to allow for the purchase of the Property to proceed where the mortgagee (the Lender) requires a policy to be in place before they will advance the mortgage loan. Its primary concern is to assist with issues which may arise should anyone enforce, or attempt to enforce an Adverse Interest.

**The cover provided in relation to your circumstances:**

The policy was issued with an Inception Date of the 8th August 2011.

The policy provides cover in the event of financial loss directly due to the enforcement or attempted enforcement of an Adverse Interest.

Having reviewed your papers in full I would comment as follows:

- The original claim made by Penmans on behalf of your neighbour at 4 Wilson Close does not relate to adverse possession as you have suggested in letters earlier this year.
- Your neighbour is purely claiming the benefit of a right of way over title number EX210733 as per a) her title deeds and/or b) as acquired by prescription
- Prescriptive rights are an overriding interest and there is no legal requirement that such rights be noted on the burdened title
- The letter from the Land Registry dated 24th May 2017 and sent with reference Y802DLP relates to an application which details Richard John Butcher and Kay Butcher as the applicant. I have no further information surrounding what the application related to nor the outcome of the same
- The letter from the Land Registry dated 6th September 2017 and sent with reference Y802DLP appears to relate to rights to be registered over St Clere's school however, on further review the reference to the school appears to be an error. You are correct in that the

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application relates to rights to be registered over title number EX210733, I apologise for the error

- The statement of Vivienne Childs only relates to access rights over EX296977 which she claims was no longer in use at the time of her purchase in 2007. This statement does not relate to access rights over the land under title EX210733 which the neighbour is now claiming

In this instance the owner of 4 Wilson Close is claiming a right of way as per a conveyance dated 26th January 1969 which is noted on their title, failing which they are alleging a prescriptive right of way.

It is important to note that prescriptive rights of way are not generally noted on your title and are considered to be legal interests in the land over which they run and are enforceable at law. The following link provides some very helpful guidance from the Land Registry on this point from which you will see that 'prescription' is the acquisition of a right through long use or enjoyment: https://www.gov.uk/government/publications/easements-claimed-by-prescription/practice-guide-52-easements-claimed-by-prescription

I am afraid that the Exclusions of the policy are clear in that the policy will not cover any claims in respect of "loss arising from any rights and/or easements which were being exercised by any third party...at the Inception Date".

In this case, as I have said above, the statement from Vivienne Childs does not actually comment on the rights to the rear of title number EX210733. Indeed, having reviewed the photos it does look as though there were gates between the properties for some time until you appear to have constructed a summer house blocking the access and locked the gate leading to the Property.

As the owner of 4 Wilson Close was exercising a right of way prior to the issuance of the policy, there is no claim under the policy as these rights were already being exercised over your land at the Inception Date.

Furthermore, the conditions with the policy do state that an insured must give notice of a claim as soon as reasonably practicable (and this matter seems to have been ongoing since early 2016) and to not make any admissions of liability, offer, promise or payment or incur any costs or expenses without prior written consent of the Insurer.

I maintain that even if the claim were valid, our position to deal with the matter has been prejudiced by the protracted correspondence, the construction of the summer house and the padlocking of the gate.

For the sake of clarity, I am sorry to advise you that I am unable to assist with the current issues which you are experiencing.

Should you wish to discuss this further, or in the event of any queries, please do not hesitate to contact me by telephone on 0207 397 4343 or by email on claims@legal-contingency.co.uk.

ci
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Yours sincerely

Laura A. Thomas

**Laura Thomas- GCILEx**
**Senior Claims Technician**
**Legal & Contingency Limited**

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LEGAL & CONTINGENCY
EXPERTS IN LEGAL INDEMNITIES

Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

Dear Penmans Solicitors

We thank you for your letter dated 16th August 2018. It has come as no surprise to us, you have since withdrawn your client's application for the easement in respect of land in our title.

The land and its boundary belong to us, as a matter of fact. This was discernible by the Surveyor Report conducted by Land Registry in May 2017. Unfortunately, we did not receive a copy of this Report until May 2018, placing parties on an unequal footing and ourselves in a disadvantageous position.

In December 2017, it is extremely concerning that the Land Registry contradicted their own Report findings, based on facts wholly misrepresented by you on the hearsay of your client. We have since escalated with the Land Registry, directly and separately.

We now understand, you are withdrawing your application for the easement in respect of land in our title and are resubmitting your application in respect of the land belonging to St Clere's Academy. We start with asking your client for a clear and undisputed record that the land belongs to St Clere's Academy. Your client should be prepared to explain, in particular:

Burdens of an Encroachment: The exact scope of their new claim to easement and the legal boundary lines [to and from];

Record & Survey: Whether there is a new survey?

Use: Why is it reasonably necessary? It has been an undisputed area until now.

In the meantime, we remain are confident this case will continue to go nowhere not only because it is without basis but because the neighbouring properties, 2, 8, 10, 12 and 14 are of dispute of equal value to "land at the back" belonging to neighbouring properties. They would be bound to the same easement terms. There is also the potential that your client is in breach of their own planning permission and our rights to privacy, having extended the scope in constructing a door/balcony area to the top of the extension to the rear of their property.

Yours faithfully

Mr and Mrs Butcher

Mrs Hayes

4 Wilson Close,

Stanford Le Hope,

Essex

SS17 0LA

Richard and Kay Butcher

6 Wilson Close,

Stanford Le Hope,

Essex

SS17 0LA

C/O Penmans Solicitors

Dear Mrs Hayes

We write in respect of the visit we received by your builder on Tuesday 07th August 2018. He kindly informed us about your forthcoming planned works regarding the removal of your garden shed.

As discussed, we would be more than happy to extend any necessary access needed for him to complete the said work, making it more accessible, convenient and cost effective for yourselves. If you would simply extend to us the dates, we will facilitate access on these days/times.

Despite the ongoing albeit unnecessary (in our option) legal proceedings, we maintain, as we always have done, that you need only ask for access and it shall be granted.

I trust this further clarifies our position on the matter.

Yours faithfully

Mr and Mrs Butcher

HM Land Registry
Peterborough Office

Richard Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

**Sent by email**

Email sent to:
lumpy99uk@yahoo.com

Date
11 December 2017

Your ref
none

Our ref
EX210733/FR/023/SP/AW/PB
Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Dear Mr. Butcher

Thank you for your message and emails.

At this stage we are waiting to hear from you with details of why you said in your objection that the applicant's claim to have acquired a right of way was "unfounded and without merit". We requested this clarification in our letter of 19 October.

We have also indicated to you that we do not believe the claimed right of way passes over land within the red edging of your title plan. You dispute this and it was agreed in a telephone conversation that you would provide a plan showing how the right of way affects your property.

This additional information, if you wish us to consider it, must be lodged with us on or before 16 December 2017.

Yours sincerely

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

HM Land Registry
Peterborough Office
PO Box 75
Glocester GL14 9BD

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

26th September 2017

Your Ref: Y802DLP

Sent via email, peterborough.office@landregistry.gov.uk and Royal Mail Special Delivery (tracking no. AF588498153GB)

**Re: Objection to B13 Notice of an application to register easements or other rights**

| | |
|---|---|
| **Title number(s):** | EX296977 and EX210733 (with consideration made to, EX282809 and EX182416) |
| **Property:** | Land At The Back Of 6 Wilson Close, Stanford-Le-Hope (SS17 OLA) |
| **Applicant:** | Ursel Klara Hayes |
| **Applicant's address:** | 4, Wilson Close, Stanford-Le-Hope |
| **Applicant's legal or other representative:** | Penmans Solicitors<br>Stanhope House<br>High Street<br>Stanford Le Hope<br>Essex<br>SS17 0HA |
| **Objector:** | Richard and Kay Butcher |
| **Objector's address:** | 6, Wilson Close, Stanford-Le-Hope, SS17 OLA |
| **Applicant's legal or other representative:** | N/A.<br>On this basis, we kindly ask you to remain mindful, throughout the consideration with respect to the scope available to the HM Land Registry under the Doctrine of Evidential Flexibility.<br><br>Specifically, should you require any further information, please do not hesitate to contact The Objector. |

**Summary of core facts:**

The property is freehold. The title numbers are EX296977 and EX210733 registered at the HM Land registry with 'Absolute' title which confirms the rightful owner and guarantees ownership.

In both instances, the Objector (either through purchase or having acquired by 'adverse possession') own the land titles.

The Land Registry keeps a formal record of the legal title to a property and defines and describes the property, the address, and the rights benefiting the property such as any rights of way, a lease, and other positive rights attached to this property for which there are none.

**Objections - Merger of Title**

The dominant title number EX296977 merged the title number EX210733 to create common ownership in favor of the Objector. Any claim by the Applicant should therefore be destroyed in favour of the registered title EX296977. The register contains no other beneficial owners of this piece of land.

All occupants to the property have been in full and undisturbed possession and enjoyment of it continuously without any claim. If there had been any intention on the part of the Applicant to secure a right of way this could have been established well before now, but this is NOT the case.

The property was previously occupied by Vivienne Childs who purchased the property on the 10th January 2007 to include EX296977. A copy of her signed declaration dated the 26th of July 2011 is enclosed.

Her predecessor, Frank John Wade acquired the garden land to rear of the passage way in 1984 at which time the land title number EX182416 was incorporated in the overall garden. The filed plan title number EX296977 shows a passage way to the rear which is no longer in existence.

A copy of the transfer of land filed plan made between Mr Wade and Essex Council on the 11 September 1978 is enclosed. Here, the Objector has the right to exclude others from crossing the land even if the Applicant had been walking across it for 10 years (which the Applicant hasn't – this is only a recent development).

Moreover, the right of way in the conveyance dated 24 January 1969 does not state "at all times and for all purposes".

The Objector therefore submits that there is no evidence on Land registry or otherwise that the land was to be sold subject to the restrictive covenants that were imposed on the property by the provisions of any [legal or otherwise] document.

The Objector considers the historic position with regards to the Applicant's claim to a right of way is qualified, clear and NOT open to interpretation.

Pursuant to the Limitations Act 1980, there is no 'shared' occupation of the land between the Objector and the Applicant. (Powell v McFarlane and Another). The Objector and only the Objector, have occupied it. This is further supported considering it become part of the Objector's garden by virtue of their predecessor to the property.

In the case of Buckingham Country council v Moran 1990, when the objector took over the property from Ms Childs, her predecessor, Mr Wade also occupied this piece of land exclusively.

Essentially by having exclusive possession for 12 years, the Objector acquired it (if they didn't have before) a right to the land. Particularly s.15 of the Limitations Act 1980 confirms that after 12 years of adverse possess of the land, any other claims by the Applicant, to the land, are extinguished.

Moreover, the Applicant has failed in her duty to evidence; -

- ***Consent, formal grant and/or enjoyment of a right of way directly to the rear of the Objectors property since 1984***

The Objector has no knowledge of the outcome of the Report from the Ordnance Survey surveyor who visited to the said property or, the documentation submitted and relied upon by the Applicant to support their claim to a right of way through easement.

It is therefore difficult if not impossible for the Objector to fully defend the Applicant's claims.

- ***A clear intent to use the easement***

The Applicant has not had the easement access to the land she claims for over a year now, since early 2016.

- ***Whether and how her rights have been infringed***

A gate is not considered an obstruction of a right of way, provided that the Applicant has the means of opening and/or unlocking the gate.

The Objector's made a previous attempt to negotiate by offering the Applicant a key to the gate as and when required but with prior notice.

The Applicant is similarly not entitled to easement permitting the opening and closing of the gates at all times and for all purposes [conveyance dated 24 January 1969].

Moreover, in the Buckinghamshire case, there was a lock added to the gate. In this instance, the Objector further asserted possession of the land, and have now themselves added a lock.

- ***Enough of an action by the Objector to occasion substantial interference***

In comparison, the Objector has continuously reminded the Applicant's solicitor in writing that their client's only one such use (for which this dispute arose) substantially interfered with their reasonable enjoyment of their property.

The Objector came home after a long day at work as a nurse to find the Applicant in their garden. The gate was simply a means to which the Objector could make their property safe and secure by reference to the reasonable needs of the Objector.

- ***The amount of inconvenience/loss, if any, she is suffering***

The Applicant has not had her desired access to for over a year now. Why does she need the access she is claiming through easement?

**Details of application:**

It is therefore submitted by the Objector that the Applicant's claim to a right of way is unfounded and without merit. The Applicant is NOT entitled to the easement.

**Copy documents accompanying case summary:**

The property was previously occupied by Vivienne Childs who purchased the property on the 10th January 2007 to include EX296977. A copy of her signed declaration dated the 26th of July 2011 is enclosed.

A copy of the transfer of land filed plan made between Mr Wade and Essex Council on the 11 September 1978 is enclosed.

We thank you for your kind consideration in advance. Please do contact us should you have any further questions.

Signed: R Butcher Richard and Kay Butcher ("Objector"). Dated: 26th September 2017.

***Form LRHRG -CVP***
***Applicant / Respondent (Delete as applicable)***

Case Number: REF/2020/0505

PROPERTY CHAMBER, FIRST-TIER TRIBUNAL

LAND REGISTRATION ACT 2002

PARTICULARS REQUIRED IN CONNECTION WITH A REMOTE HEARING

Title Number: (1) EX182416 (2) EX992488 AND (3) EX282809

Property: 1) St Clere's School, Butts Lane 2) Land on the south side of & 3) 4 Wilson Close, Stanford-le-Hope

| | | | | |
|---|---|---|---|---|
| (1) | Name of Counsel (if any) representing your Client | | | |
| (2) | Name of Solicitor who will attend the Hearing whether or not Counsel is briefed | | | |
| (3) | Name, address and occupation of any witnesses to be called on your Client's behalf | | Name and Address | Occupation |
| | | (1) | | |
| | | (2) | | |
| | | (3) | | |

*[continue on a separate sheet if required]*

Minimum estimate .....

Maximum estimate.....

**o avoid**

Please give dates to avoid between April 2022 to July 2022. If there are sp
when you, your solicitor, counsel or other representative or witnesses can
nearing you must inform the office of the Tribunal now, or a hearing date w
without further reference to you. If, after returning this form but before
given a hearing date you become aware of more dates to avoid, you should
office in writing immediately

You should be prepared to explain the reasons for the unsuitability of any d
xclusions of long periods will not be accepted.

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**etails**

you do not have a legal representative, please fill in below your up to da
ails. Please continue to update us with any subsequent changes, bearing
y need to contact you at short notice

ephone .....

bile.....270

ail.....

Fax .....

Print name.....

**Remote hearing**

(7) Unless a judge otherwise orders, the case will be listed for a remote hearing using CVP internet conferencing technology. Due to restrictions arising from the coronavirus pandemic, face to face hearings will be held only in exceptional circumstances. The desirability of the Judge viewing the site is NOT a reason for the hearing not to be a remote hearing. Parties or their representatives will be expected to take steps to ensure the parties, the representatives and witnesses can join a hearing over the internet. If you consider there are truly exceptional circumstances making it essential for the hearing to be conducted face to face then you should set them out here:-

.....

.....

**Video of Site**

(8) Is it necessary for the Judge to view the land in question?

☐ YES
☐ NO

If "yes", is there any reason why you cannot provide a video recording of the site for viewing by the judge?

.....

.....

**Interpreters**

(9) If you or any of your witnesses require interpreters please specify below

(i) the required language and
(ii) any specific dialect

.....

.....

**Please Note:**

1. The Tribunal expects you to reply promptly and fully to the above questions. **The completed form should be returned by email to the Tribunal within 14 days of receipt**.

2. If you do not wish to proceed with the case you should apply for a stay of proceedings, giving grounds. In the absence of a stay, the Tribunal will fix a hearing and will expect you to be ready.

3. **Please note that after a hearing date is fixed, the Tribunal will not be willing to postpone or adjourn it, even with the consent of all parties, except for the most compelling reasons (such as illness of an essential participant supported by a medical certificate, or a hearing of a court of superior jurisdiction). Any postponement application must be supported by full grounds and supporting evidence if available.**

4. The parties must keep the Tribunal informed of any prospect of settlement or withdrawal of the case. If possible, the parties should notify this office of any settlement or withdrawal no later than 2 days before the hearing to enable arrangements to be made to cancel the hearing.

5. The Tribunal hearing is a judicial hearing to decide the dispute. The Tribunal's decision is legally binding on the parties. There is, however, a right of appeal, with permission, to the Lands Chamber of the Upper Tribunal

6. The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 apply. Information about the Rules and other important matters can be found in the explanatory leaflet previously sent to you.

7. The Tribunal has power at any stage to direct any party to commence court proceedings.

8. If at any time parties cease to have legal representation at any time, PLEASE notify this office with their telephone contact details, bearing in mind we may need to contact you urgently.

Print name.....

Signature.....

Confirmation of Address for service

.....

.....

***Form LRHRG -CVP***
***Applicant / Respondent (Delete as applicable)***

Case Number: REF/2020/0505

PROPERTY CHAMBER, FIRST-TIER TRIBUNAL

LAND REGISTRATION ACT 2002

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(1) Name of Counsel (if any) representing your Client

(2) Name of Solicitor who will attend the Hearing whether or not Counsel is briefed

(3) Name, address and occupation of any witnesses to be called on your Client's behalf

| | Name and Address | Occupation |
|---|---|---|
| (1) | | |
| (2) | | |
| (3) | | |

*[continue on a separate sheet if required]*

Minimum estimate .....

Maximum estimate.....

**o avoid**

Please give dates to avoid between April 2022 to July 2022. If there are sp
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office in writing immediately

You should be prepared to explain the reasons for the unsuitability of any d
exclusions of long periods will not be accepted.

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**letails**

you do not have a legal representative, please fill in below your up to da
tails. Please continue to update us with any subsequent changes, bearin
y need to contact you at short notice

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Minimum estimate .....

Maximum estimate.....

**to avoid**

Please give dates to avoid between April 2022 to July 2022. If there are sp
when you, your solicitor, counsel or other representative or witnesses cann
hearing you must inform the office of the Tribunal now, or a hearing date w
without further reference to you. If, after returning this form but before
given a hearing date you become aware of more dates to avoid, you should
office in writing immediately

You should be prepared to explain the reasons for the unsuitability of any d
exclusions of long periods will not be accepted.

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**details**

you do not have a legal representative, please fill in below your up to dat
tails. Please continue to update us with any subsequent changes, bearing
ay need to contact you at short notice

lephone .....275

bile.....

Fax .....

Print name.....

**Remote hearing**

(7) Unless a judge otherwise orders, the case will be listed for a remote hearing using CVP internet conferencing technology. Due to restrictions arising from the coronavirus pandemic, face to face hearings will be held only in exceptional circumstances. The desirability of the Judge viewing the site is NOT a reason for the hearing not to be a remote hearing. Parties or their representatives will be expected to take steps to ensure the parties, the representatives and witnesses can join a hearing over the internet. If you consider there are truly exceptional circumstances making it essential for the hearing to be conducted face to face then you should set them out here:-

.....

.....

**Video of Site**

(8) Is it necessary for the Judge to view the land in question?

☐ YES
☐ NO

If "yes", is there any reason why you cannot provide a video recording of the site for viewing by the judge?

.....

.....

**Interpreters**

(9) If you or any of your witnesses require interpreters please specify below

(i) the required language and
(ii) any specific dialect

.....

.....

**Please Note:**

1. The Tribunal expects you to reply promptly and fully to the above questions. **The completed form should be returned by email to the Tribunal within 14 days of receipt.**

2. If you do not wish to proceed with the case you should apply for a stay of proceedings, giving grounds. In the absence of a stay, the Tribunal will fix a hearing and will expect you to be ready.

3. **Please note that after a hearing date is fixed, the Tribunal will not be willing to postpone or adjourn it, even with the consent of all parties, except for the most compelling reasons (such as illness of an essential participant supported by a medical certificate, or a hearing of a court of superior jurisdiction). Any postponement application must be supported by full grounds and supporting evidence if available.**

4. The parties must keep the Tribunal informed of any prospect of settlement or withdrawal of the case. If possible, the parties should notify this office of any settlement or withdrawal no later than 2 days before the hearing to enable arrangements to be made to cancel the hearing.

5. The Tribunal hearing is a judicial hearing to decide the dispute. The Tribunal's decision is legally binding on the parties. There is, however, a right of appeal, with permission, to the Lands Chamber of the Upper Tribunal

6. The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 apply. Information about the Rules and other important matters can be found in the explanatory leaflet previously sent to you.

7. The Tribunal has power at any stage to direct any party to commence court proceedings.

8. If at any time parties cease to have legal representation at any time, PLEASE notify this office with their telephone contact details, bearing in mind we may need to contact you urgently.

Print name.....

Signature.....

Confirmation of Address for service

.....

.....

**Land Registration Division**

**Property Chamber**

**F.A.Q.**

*Communicating with us*

**Q.** How can I communicate with the Tribunal about my case?

**A.** Until further notice, please communicate with the Tribunal by email only. Emails should be sent to landregistration@justice.gov.uk and **must** have the Tribunal's reference number (beginning with "REF" or "REC" at the beginning of the email subject box). You **must copy** to the other party or parties **any email** you send to the Tribunal unless they do not have an email address.

**Q.** Can I telephone the Tribunal?

**A.** While the office of the Tribunal remains closed, it is not possible for you to communicate with the Tribunal by telephone

**Q.** Will the Tribunal answer letters sent by post or dx?

**A.** While the office of the Tribunal remains closed, the Tribunal has no access to letters or other documents sent by post or by dx and so is unable to answer them. If you have sent a letter and not received a reply, please email the Tribunal. You must copy your email to the other party or parties.

*New Cases*

**Q.** I understand that an application I made to HM Land Registry or an application to HM Land Registry to which I have objected has been referred to the Tribunal. I have not yet heard anything from the Tribunal. When will I hear something from the Tribunal?

**A.** The Tribunal's offices are closed until further notice and the Tribunal has no access to post delivered to the offices. There will be cases that were sent to the Tribunal by HM Land Registry after the offices closed or received shortly before the offices closed but not processed before the offices closed. We are unable to tell you at present when such a case reference will be processed and when the Tribunal will be able to write to you about it.

*Directions About Court Proceedings*

**Q.** I have received notice from the Tribunal that the Tribunal intends to make a direction under Land Registration Act 2002 s. 110(1) for the commencement of court proceedings but I have heard nothing further from the Tribunal. What should I do?

**A.** Please email the Tribunal, giving the case reference number and attaching a copy of the notice your received from the Tribunal. You must copy your email to the other party or parties. The Tribunal will then consider the matter and reply to you.

**Q.** I have received an order from the Tribunal requiring me to commence court proceedings by a specified date. I am unable to meet the deadline because of matters related to the pandemic. What should I do?

**A.** Please email the Tribunal and apply for an extension of time for commencing the proceedings. You should give the case reference number, attach a copy of the case summary and any statements of case (if you have them) and a copy of the order, and explain why you require the extension of time. You must copy your email to the other party or parties.

**Q.** I have received a letter from the Tribunal stating that the Case Summary indicates a party has already commenced court proceedings and that the Tribunal is minded to adjourn the Tribunal proceedings. I have heard nothing further from the Tribunal. What should I do?

**A.** Please email the Tribunal with a copy of the Case Summary, the letter from the Tribunal and any details you have of the court proceedings. You must copy your email to the other party or parties. The Tribunal will then consider the matter and reply to you.

**Q.** My case in the Tribunal has been stayed pending the outcome of court proceedings. The court proceedings have now come to an end. What should I do?

**A**. Please email the Tribunal explaining what has happened, attaching a copy of the notice from the Tribunal staying the proceedings and a copy of the final order of the court. You must copy your email to the other party or parties

*Compliance with Directions*

**Q.** Is my case stayed because of the coronavirus pandemic?

**A.** Proceedings before the Tribunal have **not** been stayed generally. If your case is stayed, you will be notified of this by email.

**Q.** Do I need to comply with directions and time limits made by the Tribunal in my case?

**A.** Yes. The Tribunal expects you to comply with any directions made by it within the time specified for compliance unless and until a stay or an extension of time for compliance has been granted by the Tribunal. If you need an extension of time, you should apply by email to the Tribunal, setting out your reasons for applying and copying your email to all other parties. You must copy your email to the other party or parties.

*Applying for Directions*

**Q.** I wish to make an application for a specific direction concerning preparation of my case. How should I apply and how will the application be considered?

**A.** You should apply by email, copying your email to the other party or parties. The Tribunal will consider your application and make a decision on that application, after seeking any further information it may require. As is usual in proceedings before the Tribunal, it will not normally be necessary for there to be any form of hearing before the Tribunal determines the application for directions. If a hearing to consider your application for directions is necessary, the Tribunal will consider holding a remote hearing by telephone or video conferencing.

*Witness Summonses*

**Q.** My case is listed for hearing. I am concerned that a witness may not attend. What should I do?

**A.** Due to the uncertainty caused by the coronavirus pandemic, the Tribunal is not currently minded to issue witness summonses requiring witnesses to attend a hearing. If you consider a witness summons is necessary, you should apply to the Tribunal by email four weeks prior to the date your hearing is listed to begin. Please set out in your email what attempts you have made to obtain the agreement of the witness to attend, the details of reply you have received from the witness, and any relevant information you have as to the health and personal circumstances of the witness (for example, whether the witness is likely to be required to self-isolate). You must copy your email to the other party or parties.

*Hearings*

**Q.** I have heard from the Tribunal that the hearing of my case has been postponed. How long will I have to wait for a hearing?

**A.** We cannot be certain at present when your hearing will take place. Our aim is to re-list cases postponed from March and April in the period August to October 2020 and cases postponed from May in the period September to November 2020.

**Q.** Can my case be decided on the papers without a hearing?

**A.** The Tribunal will consider whether a case can be determined on the papers. If your case involves a material dispute of fact, it is unlikely to be possible for the Tribunal to make a decision on the papers alone.

**Q.** Can my case be heard by video conference?

**A.** The Tribunal is working towards being able to hear cases by video-conferencing. This will not be suitable for all cases. For example, it will not be possible where a site visit by the judge is essential for a just determination of the dispute. You will be informed by the Tribunal if it intends to hear your case by video conferencing.

*Hearings listed from 1st June 2020 onwards*

**Q.** My case is listed for hearing on a date after 31st May 2020. When will I know whether a face to face hearing is to go ahead on that date or is to be postponed or replaced by a video hearing?

**A.** The Tribunal will inform you at least 28 days prior to the hearing date if the hearing is to be postponed or held by video conferencing. Unless you hear to the contrary, you should assume that the hearing will go ahead on the date and at the place set out in the letter from the Tribunal previously sent to you.

*Consent Orders*

**Q.** I have reached agreement with the other party to settle the dispute between us. Can the Tribunal make a final order by consent while the office is closed?

**A.** Yes, provided that both parties have an email address to which the Tribunal can send the final order.

*Final Orders and Decisions*

**Q.** My case has been heard and I am waiting for the Decision. How will I receive the Decision and Order?

**A.** The Tribunal is not at present able to send out paper copies of its Decisions and Orders. A copy of the Decision and Order, each signed electronically by the judge, will be sent to you by email.

**Q.** Will a copy of the final Order made in my case be sent to HM Land Registry?

**A.** Yes. The Tribunal has made arrangements with HM Land Registry to enable it to send orders to HM Land Registry electronically while the Tribunal's offices remain closed.

*Appeals*

**Q.** I have received a copy of the Decision and Order in my case from the Tribunal and would like to appeal. How should I apply for permission to appeal?

**A.** You should apply for permission to appeal by email to the Tribunal. You must attach a digital copy of the Decision and Order to your email seeking permission to appeal.

**Q.** What is the time limit for applying for permission to appeal?

**A.** The time limit remains as set out in Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. You must send your email applying for permission to appeal to the Tribunal so that it is received within 28 days after the Tribunal sent you the Decision. You must copy your email to the other party or parties.

**Q.** Due to the effects of the coronavirus pandemic, I shall not be able to apply for permission to appeal within 28 days of the Tribunal sending me its Decision. What should I do?

**A.** You may apply to the Tribunal by email for an extension of time for applying for permission to appeal. You must set out in your email why you require an extension and what grounds of appeal you consider you may have. You must copy your email to the other party or parties.

15th April 2020





















**Butcher Kay**

**From:** richard butcher <lumpy99uk@yahoo.com>
**Sent:** 01 April 2022 12:30
**To:** Butcher Kay
**Subject:** Fw: REF/2020/0535 Ursel Klara Hayes Vs Kay Butcher and Richard John Butcher

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Land Registration" <landregistration@justice.gov.uk>
**To:** "stanford@penmanslaw.co.uk" <stanford@penmanslaw.co.uk>, "lumpy99uk@yahoo.com" <lumpy99uk@yahoo.com>
**Sent:** Fri, 1 Apr 2022 at 12:18
**Subject:** REF/2020/0535 Ursel Klara Hayes Vs Kay Butcher and Richard John Butcher

Applicant Ref: DJS/SS/48104.HAY

Respondent Ref:

Dear Sir/Madam

The above scheduled Hearing will take place remotely via internet video call using Cloud Video Platform (CVP). It will commence on the 8th June 2022 at 10:00 am.

You should not attend the Tribunal centre in person.

In order to access the CVP Tribunal Hearing Room you will need to use this link:

https://meet.video.justice.gov.uk/go/eb517db5-3def-4538-99e6-75d9e644e095/

**Before the hearing:**

Connecting

- In order to access the CVP Tribunal Hearing Room using the link set out above you must make sure that you use Google Chrome as your browser as this is the preferred browser for video hearings. You can find more information about joining court hearings on Gov.uk
- If you are using an Apple device and do not have Google Chrome, then you will need to use Safari as your browser

Witnesses

If you intend to call any witnesses, you need to have served witness statements in accordance with the directions made by the Tribunal and:

- Send them the attached CVP link telling them how to join the hearing and advising them to use Google Chrome as the browser or, if they are using an Apple device and do not have Google Chrome, then the Safari browser
- Ensure that each witness is available both at the time given below for the connection test and at the time fixed at the pre-trial review for them to give their evidence

Connection Tests

On the day of the hearing we will run a test with all parties.

- The Applicant and/or their representative and their witnesses will need to connect using the link on the 8th June 2022 at 9:00am.

- The Respondent and/or their representative and their witnesses will need to connect using the link on the 8th June 2022 at 9:15 am.

- If you have any problems or issues on the day of the hearing, then please contact the tribunal via email landregistration@justice.gov.uk

**What happens at the hearing?**

- Once the test has been completed the Tribunal clerk will confirm a start time with you.

Our Ref: QCAS/TXB/H4483/19557
Your Ref:

Mr and Mrs Butcher
6 Wilson Close
Stanford-Le-Hope
Essex
SS17 0LA

**PLEASE QUOTE OUR FULL REFERENCE ON ALL CORRESPONDENCE**

28 July 2015

Dear Mr and Mrs Butcher

**Remortgage of: 6 WILSON CLOSE STANFORD-LE-HOPE ESSEX SS17 0LA**

**Remortgage to: HSBC Bank plc**
**Account Number: 40058834722035**

We note from our investigations of title that there are multiple title numbers affecting the main title which covers additional land. We are required to investigate this additional land and ensure that the charge in favour of our client is also secured against this land. These investigations are not covered under the fees free product you have secured with the lender. At this stage we envisage the disbursements to be: -

1. £6.00 per additional title number for a copy of the register and plan.
2. £3.00 for the Land Registry search for each additional title number.

Please forward a cheque for the sum of £9.00 made payable to QCAS, or return the completed PDQ form in order that we may continue with your remortgage transaction.

Yours sincerely

QCAS Remortgages
**QCAS Remortgages**
**For and on behalf of QCAS**
**(A division of Shulmans LLP)**

**tbegum@qcas.co.uk**
**TEL: 0843 658 4417** **for specific enquiries**
**FAX: (0843) 658 4410**

# Shulmans LLP Payment Request Form

*124$H00000000004483$19557
*

Matter Number – H4483/19557
Case Owner - TXB

Borrower Address
6 Wilson Close
Stanford-Le-Hope
Essex
SS17 0LA

To be completed by the borrower

| | |
|---|---|
| Credit or Debit Card? | |
| Name of card holder | |
| Card Number | |
| Expiry Date ( MM / YY ) | __ __ / __ __ |
| Start Date / Valid From ( MM / YY ) | __ __ / __ __ |
| Card Issue Number | __ __ |
| Card Security Code (the last three digits on the back of the card) | |
| Amount to be charged to account excluding charges (Credit Card Payments will be subject to a 3.00% charge plus VAT (minimum £4.50 payment) and Debit Card payment will be subject to a charge of 1.00% plus VAT (minimum £4.50 payment)) | |
| Signature of cardholder | |

---

*Shulmans use only*

*Matter Number* _____

*Reason Payment Required* _____

*Amount Required* £_____

*Credit Card Administration Charge* £_____
*(3.00% plus VAT of amount required, minimum charge £4.50)*

*Debit Card Administration Charge* £_____
*(1.00% plus VAT (minimum charge £4.50))*

*Amount to charge to card* £_____

*Submitted by:* _____ *Date:* _____

*Processed by:* _____ *Date:* _____

*Posted by:* _____ *Date:* _____

# Shulmans LLP Payment Request Form

*124$H00000000004483$19557
*

Matter Number – H4483/19557
Case Owner - TXB

Borrower Address
6 Wilson Close
Stanford-Le-Hope
Essex
SS17 0LA

To be completed by the borrower

| | |
|---|---|
| Credit or Debit Card? | HSBC DEBIT CARD |
| Name of card holder | MR R J BUTCHER |
| Card Number | 4659 4425 2916 5276 |
| Expiry Date ( MM / YY ) | 12 / 17 |
| Start Date / Valid From ( MM / YY ) | 12 / 14 |
| Card Issue Number | |
| Card Security Code (the last three digits on the back of the card) | 108 |
| Amount to be charged to account excluding charges (Credit Card Payments will be subject to a 3.00% charge plus VAT (minimum £4.50 payment) and Debit Card payment will be subject to a charge of 1.00% plus VAT (minimum £4.50 payment)) | £9.00 |
| Signature of cardholder | |

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*Shulmans use only*

*Matter Number* _____

*Reason Payment Required* _____

*Amount Required* £_____

*Credit Card Administration Charge* £_____
*(3.00% plus VAT of amount required, minimum charge £4.50)*

*Debit Card Administration Charge* £_____
*(1.00% plus VAT (minimum charge £4.50))*

*Amount to charge to card* £_____

*Submitted by:* _____ *Date:* _____

*Processed by:* _____ *Date:* _____

*Posted by:* _____ *Date:* _____

# METHODS FOR PAYMENT OF MONIES TO SHULMANS

## 1. BANKERS DRAFT, BUILDING SOCIETY CHEQUE or PERSONAL CHEQUE

A Bankers Draft, Building Society cheque or a personal cheque do not act as cleared funds and will take 5 working days to clear through our account. This should be made payable to "Shulmans". We require this **no later than 5 WORKING days prior to completion. Please note if we receive the cheque within 5 working days of completion**, completion cannot take place on the day arranged. This will be delayed and a further shortfall will be required from you. Please do not make cheques payable to your current lender as we will not be able to complete on this basis.

## 2. DIRECT DEBIT/CREDIT CARD

Please note that the maximum limit is £1000.00. Please complete in full the attached form. Please note that we cannot accept any liability for delayed completions due to incorrect information provided on this form. We will require the authority to take the payment **no later than 4 WORKING days prior to completion**. We can accept this by fax.

Credit Card Payments will be subject to a 3.00% charge plus VAT (minimum £4.50 payment) and Debit Card payment will be subject to a charge of 1.00% plus VAT (minimum £4.50 payment).

## 3. TELEGRAPHIC TRANSFER or FASTER PAYMENT

Your bank may charge you for this facility. We can accept **this no later than 1pm on the day of completion**. Please confirm in writing if you have sent payment via this method. Our Bank details to quote are:-

Barclays Bank plc

PO Box 100

Leeds

Sort code 20-48-46

Account number 10807044

Payee: Shulmans

Ref: **TXB/H4483/19557** (this reference must be quoted)

**Please note these are the only methods of payment we are able to accept.**

**We cannot accept any payments direct into our account or office by way of cash, nor can we accept payment from Third Parties**

# METHODS FOR PAYMENT OF MONIES TO SHULMANS

## 1. BANKERS DRAFT, BUILDING SOCIETY CHEQUE or PERSONAL CHEQUE

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**Please note these are the only methods of payment we are able to accept.**

**We cannot accept any payments direct into our account or office by way of cash, nor can we accept payment from Third Parties**

We purchased the property on the 27th July 2011 together with the said land to rear (EX-33) which is registered in our names and Land Registry – Title Number EX296977) which was no longer in existence. - signed declaration from previous owner, Vivienne Childs, that it was no longer in use and had never been (26th July 2011).

Seller's property information pack which wads filled in by the previous owner, Vivian Childs, issued by Penman's Solicitor on the 9th June 2011, stating that no neighbors need to come onto your land to repair or decorate building, or maintain the boundaries. Also that there are no formal or informal arrangements which give someone else rights over the property furthermore, that the property does not benefit from any access ways or footpaths. Declaration that there are no restrictive covenants on the Title Deeds.

When we moved into the property there was no discussion with neighbors about them using the back of our garden. Correspondence from Penmans always stated that the row was at the back of our garden and, that it was used openly for a period of over 20 years (dated 5th October 1916). Surely if we did not have confirmation from previous owner that lived at 6 Wilson Close for 4 years, and we have never seen Mrs Hayes or spoken of this previously, that this in fact trespassing? Although, Mrs Hayes would not have been able to use the back of the garden due to it being overgrown. Anyone could have been in our garden as fences were down.

**9th May 2016**

.New 6ft fencing erected with side access gate, with a lock added for security as most of the fences had become in disrepair and open to persons trespassing onto our property.

**.1st August 2006**

.Week commencing 1st August old shed to back of garden and trees, bushes and rubble removed from back of EX-33, and what is now stated to be St. Clare's School grounds EX-16. Area was not accessible before this.

.We received our first letter from Penman's/Hayes on the 9th August 2006 stating that we had blocked her row by having a fence built. They stated that on the 24th January 1969 conveyance that there is a granted row for neighbors to use (EX-99), no longer in use) and that Hayes used an additional piece of land purchased by our predecessor (Mr Wade) as a row (EX- xxxix)

**22 August 2016**

We replied with a letter from our Solicitor, Margaret Reynolds, stating that although she had not
used the row, we are willing for her to give notice for use, and we would open gate for her.

**3rd October 2016**

Summer house concrete base was erected.

**5th October 2016**

.Penman's' wrote to us stating that their client is wiling to agree to the extinguishment of the row
running through the middle of our property (EX-77), subject to a formal grant of a row over the piece of land at the back of our property (now EX-16).

**10th October 2016**

Margaret Reynolds (our Solicitor) was unable to proceed as they do not deal with litigation.

**1st November 2016**

We informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her so she could come through at any time. We told her that if ever she needed to come through, all she had to do was knock and we would extend a key, but only with prior notice or an emergency.. We also informed Penman's Solicitors that Mrs Hayes came into our garden,, uninvited and demanded we open the gate for her and that we would appreciate it if she did want to come through, for any reason, she would have to knock and we would extend a key, but only with prior notice. We furthermore informed Penman s that we had seekedd further notice from Osborne Clarke LLP (xxxxxx) that they be on standby if the matte4r reached litigation, as Margaret Reynolds Solicitors do not deal with litigation.

**19th December 2016**

Letter sent to Penmans to inform them that we would continue to offer a key to the garden gate as and when required, but again with prior notice.

Acknowledgment received on 11th January 2017 from Penmans to inform us they had received a letter dated 19th December 2016.

**16th January 2017**

We wrote to Penmans to inform them that we planned to commence work on a summerhouse project, and that we would continue to do so, as their client had failed to take any action by pursuing a course of conduct.

**18th January 2017**

Letter received from Penmans informing us that their client will seek its removal, and that the row exists.

**23rd February 2017**

We wrote to Penmans informing them that we were4 to make our final payment on our summerhouse on Saturday 18th March 2017 and ccommencingfcconstructionist within 21 days. We also confirmed that we would continue to proceed with the planned works, as their client had not taken any action by pursuing a course of conduct/lucrative which were available to her.

**17th March 2017**

We received an email from Penmans stating that our neighbor Mr Sargent, who is a personal friend of Mrs Hayes and resides at no. 2 Wilson Close, that there was access across the far portions to all of the properties that back onto St. Clare's School. This was not known to us when we purchased the property and if indeed was divulged, we would not have proceeded to buy thee property.

**24th May 2017**

Land Registry sent us a letter informing us that an application had been made for thee registration of land at the back of our property, under title number EX 210733.

**July 2017**

A letteer was sent to Mr. Sargent, asking him not to discuss confidential legal information as re4gards to our dispute with Mrs. Hayes. Several people had spoken to me, including previous owner Vivian Childs, asking what was going on.

**6th September 2017**

Land Registry sent a further copy of the letter received on the 24th and stated that the application had bee4n made for an easement on the land at the back of 6Wilson Close, which belonged to St. Clares School (EX 16).

**26th September 2017**

We sent objection letter to the Land Registry.

**19th October 2017**

Once again we received a letter from the Land Registry, acknowledging our objection and stated that title number was EX-33 and not EX-16.

**8th November 2017**

The Land Registry sent a letter to us confirming that they had received our application for an extension saying title number affected is EX-2110733.

**14th November 2017**

Due to the confusion of what title land is affected, we requested a copy of thee Land Registry Audit assessment conducted in May 2017.

**18th December 2017**

The Land Registry once again refer to the objection letter we sent and state that the easement would affect EX-33.

**8th January 2018**

We sent a reply to the Land Registry informing them that we were willing to negotiate.

**10th January 2018**

Land Registry letter referring to neighbors e.mail we sent which title number being affected as EX-33.

**29th March 2018**

Received a letter from Land Registry stating that the case was being re4ferred to the Tribunal. affected land being EX-33.

**4th May 2018**

The Land Registry sent us the case summary and letter to confirm that it had been referred to the Tribunal still stating that affected land was EX-33.

**8th May 2018**

We sent a letter to the Land Registry asking them for the outcome of the Ordinance Survey Surveyor's report from May 2017.

**11th May 2018**

We received the Ordinance Survey (copy). Page 3 (5) states that the area coloured pink is the4 private re4ar garden of 6 Wilson Close. It also stated that the metal fence effected by St. Clares School was put up in 2004. We were at work when this survey was undertaken, but all information was provided by Mrs Hayes and our neighbor Mr. Sargent (friend of Mrs Hayes).

**5th July 2018**

Case Summary from Mrs. Hayes in which the Land Registry state that the registrar does not believe that the route, claimed as a row as is EX-16, St. Clare School grounds.

**25th July 2018**

We received Tribunal documents still stating title number EX-33

**7th August 2018**

Mrs Hayes' builder knocked on our door, asking to come through our garden which we could not be accommodated at the time.

**16 August 2018**

Penmans wrote to us to inform us that their client were withdrawing the application of the easement, as it is not under our title, and resubmitted asking for an easement on title plan EX-16.

Penmans also sent us a copy of an email dated 31st May 2018, stating that following a phone call to the Land Registry, that the land at the back of our garden, does not belong to us, a requisition dated 19th July 2017. This was after the Ordinance Survey and not known to us when we purchased the property.

There is now a huge hole where anyone can get through from the back of 6 Wilson Close n Mrs. Hayes' garde4n at number 4 Wilson Close, as we had cut all of the trees and bushes to the back of her garden?????

At 19.30pm a strange man was at the back of our garden on the land stated as EX-33 (or possibly EX-16). We did not know who he was and, luckily Mr Butcher was at home at the same time as Mrs. Butcher The mam tried to hide himself, and then made known that he was a frie4nd of Mrs Hayes' son.

**14th September 22018**

We wrote a letter to the Land Registry, asking if the May 2017 OrdanceSurvey report was accurate, as it states that our garden is up to the metal fence outlining St. Clares School grounds.

**4th October 2018**

A re4ply received from the Land Registry, stating that the4y were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place. The easement is on EX-16 (a little late being that our Solicitor , when we moved in, had to transfer Title Deeds EX-33 into our joint name4s and that there4 was no mention in our Survey Report before moving into the property that the land at the back did not belong to us.

The metal fence has now been in place for 19 years, the land uncared for by St. Clare4s School or anyone else.

**29th January 2020**

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, from xxxxxxx informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an e.mail asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

## SUMMARY

No row was informed to us on completion of moving to this property by previous owner, Land Registry or neighbors.

Anyone could have come into our garden, as our fences were down, unknown to us, which is tre4spass. Mrs Hayes came into the garden when Mrs. Butcher was in, only once we had cleaned the back and demanded we open the gate4 for her. Land Registry conflicting title numbers EX-33 or EX-16?

Have Mr and Mrs Butcher got squatters rights? If deemed,Title Number EX-16 as they have occupied the land and cleared it? Also, poor Land Registry details when purchasing the back of the garden.

At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house.

① ~~Moved in~~ ~~on~~ 27TH July 2011 – ~~gardent house spent our monies on house before taking on garden~~ ~~Passageway~~ is registered in our names with land regist

We purchased the property in along with the said land to rear (ex 33) which ~~we have had~~ ~~ROW~~

– Title Number EX296977 had a ~~ROW~~ which was no longer in existance – Signed declaration from previous owner Viviene Childs, that it was no longer in use. (26th July 2011).

– Sellers property information pack which was filled in by previous owner Vivian Childs issued by Penman's Solicitors on 9th June 2011 stating that no neighbours need to come onto your land to repair or decorate building or maintain the boundaries. Also that their are no formal or informal arrangements which give someone else ~~a~~ rights over your property. Also That the property does not benefit from any access ways or footpaths. Declaration that there are no "restrictive covenants" on the title deeds.

– ~~29th January 2020 recieved an application to register easement on ~~the~~ Affected title number EX182416 at the back of our garden which is registered as part of St Clere's co operative ~~Acada~~ Academy Trust. This was unknown to us. At end of statement~~

1

** to be put on page ③ July 2017.
A letter sent to Mr Sargeant asking him not discuss confidential legal dispute as several people had spoken to me including previous owner Vivian Childs asking ~~at~~ what was going on. ~~Also~~ ~~neighbours had become involved~~

At end of letter inform them that we will be having a representative – ~~a lawyer~~ legal who will be present and will be joining us at the hearing.

put at end of page (5)

---

9th May 2016 – new 6ft fencing with a lock added for security erected with side access gate as most of the fences had become in disrepair and open to people trespassing on our property.

---

Week commencing 1st August 2016 – old shed to back of garden and trees, bushes and rubble removed from back of Ex-33 and what is now stated to be St Clere's School grounds Ex-16. Area was not accessable before this.

---

We recieved our first letter from Penmans / Hayes on 9th August 2016 stating we have blocked her Row by having a fence built. They stated the 24th January 1969 conveyance that there is a granted Row for neighbour to use (Ex-77, no longer in use), and that Hayes used an additional piece of land purchased by our predecessors as a Row (? Ex-16). (Mr Wade)

---

22/8/16 we replied with a letter from our Solicitor Margaret Reynolds Partnership – stating that although she has not used the Row, we are willing for her to give notice for use, ~~to~~ and we would open gate for her.

---

5/10/16 Penman's wrote to us that their client is willing to agree to the extinguishment of the Row running through the middle of our property, (Ex-77) subject to a formal grant of a Row over the piece of land at the back of our property (now Ex-16)

3rd Oct 2016 — Summer house concrete base erected

(2)

When we moved in there was no discussion with neighbours about them using the back of our garden.

Correspondence from Permans always stated that the ~~Ea~~ Row was at the back of our garden, and that it was used openly for a period of over 20 years (dated 5/10/16).

Surely if we did not have confirmation from previous owner that lived at 6 Wilson close for 4 years and we have not seen ~~Re~~ Mrs Hayes ~~that this~~ or had spoken of this previously that this in fact trespassing? Although Mrs Hayes would not have been able to use the back of the garden due to it being ~~over~~ overgrown. Anyone could have been in our garden as fences were down.

---

10/10/16 Magaret Reynolds our Solicitor was unable to proceed as they do not deal with litigation.

---

1/11/16 We informed Permans Solicitors that Mrs Hayes came into our garden uninvited and demanded we opened the gate for her, and that we would appreciate if she did want to come through all she had to do is knock and we would extend a key, but only with prior notice.

We also informed Permans that we had

Seeked further advice from osborne clarke & LLP and that they were on standby if the matter reached litigation, as Margaret Reynolds Solicitor do not deal with litigation.

---

19th December 2016

Letter to Remans to inform them that we plan to continue works on our land in early 2017.

- We ~~asked them to~~ continued to offer to extend the key to the garden gate as required but with prior notice. (Giving them time to proceed with an injunction to stop us continuing).

---

Acknowledgement sent back to us on 11th January 2017 from Remans to inform us

- they have recieved a letter dated 19th December 2016.

---

16th January 2017

We wrote to Remans to inform them

- that we plan to commence our summerhouse project, and that we continue to do so as their client had failed to take any action by pursuing a course of conduct.

---

18th January 2017

letter recieved from Remans informing us

- that their client will seek its removal, and that the ROW exists.

---

23rd feb 2017

We wrote to Remans informing them that

- we are due to make our final payment on our summer house on Sat 18th March 2017 + commencing construction within 21 days.

We also informed Permans that we will continue to do our planned works as their client has not taken any action by pursuing a course of conduct / injunctive mechanisms which are available to her.

---

17th March 2017

- Recieved an email from Permans that our neighbour Mr Sargeant who is a personal friend of Mrs Hayes (lives in 2 Wilson Close) that there was access across the rear portions ~~of~~ to all of the properties that back onto St Clere's School. ~~This is the first time~~ This was not known to us when we purchased ~~part~~ property, and we would not have bought property if known.

---

24th May 2017

- Land Registry sent us a letter informing us that an application has been made for the registration of Land at the back of our property under title number EX210733.

---

~~Mr Sargeant from page 1~~

6th Sept 2017

- Land Registry sent us a letter as 24th May 2017, saying the application had been made for an easement on land at the back of 6 Wilson Close which belongs to St Clere School (EX-16).

---

26th Sept 2017

We ~~sent~~ sent objection letter to land registry

---

19th October 2017

Once again recieved letter from land registry acknowledgement of our objection letter and stated the title number is EX-33 ! (Not EX-16)?

---

~~8th November 2017~~

~~We recieved the~~

The land Registry sent us a letter confirming they had recieved our application of an extension ~~following~~ 21.07.33 saying Title number affected is EX-~~33~~.

---

14th November 2017

Due to the confusion of what title land is affected we requested a copy of the land registry Audit ~~conducted in~~ assessment conducted in May 2017.

---

18th Dec 2017

Land registry once again refer to the objection letter we sent and state the easement would affect EX-33.

~~We sent reply saying we were willing to negotiate to the Jan 2018~~

8th Jan 2018

We sent a reply to Land Registry saying are willing to negotiate.

10th Jan 2018

(4)

Land registry letter referring to Negotiations ~~letter~~ to email we sent with Title number being affected as EX-33.

---

29th March 2018

Recieved letter from land registry stating that the case is being referred to the tribunal.

- Affected land being ex-33.

---

4th May 2018

- Land Registry sent us the case summary and letter to confirm that it has been referred to the Tribunal. Still stating that affected land is Ex-33.

---

~~11th August 2018~~ 8th May 2018

- We sent a letter to Land Registry asking them for the outcome of the ~~land Reg. Registry~~ ~~Survey~~ Ordanance Survey Surveyor from May 2017.

---

11th May 2018

We recieved the Ordanance Survey copy.

- Page 3 (5) states that the area coloured pink is the private rear garden of 6 Wilson Close. It also stated that the metal fence erected by St Clere's School was put up in 2004.

We was at work, all information was provided by Mrs Hayes and our neighbour Mr Sargeant (also a close friend of hers).

5/7/18.

Case Summary from Mrs Hayes.

In which Land Registry state that the registrar does not believe that the route claimed as a ROW as is EX-16 – St Clere's School grounds.

---

25th July 2018

Received Tribunal documents still stating title number EX-33.

7th August 2018 Mrs Hayes Builder knocked asking to come through our garden which we could not accomodate at time.

16th August 2018

Pemans wrote to us to inform us that they are withdrawing the application of the easement as A ~~B~~ is not under our title and resubmitted asking for an easement on title plan EX-16.

Pemans also sent us a copy of an email dated 31st May 2018 stating that following a phone call to Land Registry that The land at the back of our garden does not belong to us, a requisition dated 19th July 2017. This was ~~before~~ after the ordanceance Survey and not known to us when we first bought the property.

---

16th August 2018 at 19.30

A Strange man was in the back of the garden on the land stated as EX-33 or ~~EX-16~~. possibly EX-16.

I did not know who he was and luckily Richard came home at the same time. The man tried to hide himself, and then made known that he was a friend of Mrs Hayes Son.

Noticed that ~~next to her~~ there is now a huge hole where anyone can get through from back of 6 wilson close ~~to~~ into mrs Hayes Garden number 12 wilson close. As he had cut all of ~~there~~ the trees ~~and~~ bushes ~~on her side~~ in ~~her garden~~ the back of her garden.

(5)

---

14th Sept 2018

We wrote a letter to Land registry asking if the may 2017 ordonance Survey report was accurate as it states that our garden is upto the metal fence outlining St Clere's School grounds.

---

4th Oct 2018

Reply from Land Registry.

Stating that they were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place, and that the easement is on EX-16. (A little late being our solicitor when we moved in had to transfer title deeds EX-33 into our names and that there was no mention in our surveyor report before moving in that the land at the back did not belong to us.

The metal fence had now been inplace for 14 years, the land uncared for by St Clere's or anyone else.

29th January 2020

Recieved an application to register easement on Affected title number EX182416 at the back of our garden which is registered as part of St Clere's co operative Academy trust. This was unknown to us.

---

18th February 2020 went sent objection to the application of an easement.

---

16th March 2020 land registry pack back sent ~~a letter~~ to say we are willing to negotiate.

---

4th March 2021

letter from Perman's with Applicant's statement by way of service + Mr Sargeant's declaration

---

4th March 2021

Recieved email informing us that Perman's have asked for an extension to file a fuller Statement of case.

---

9th March 2021 — we sent a reply on the 10th March 2021

land registration sent us an email asking us if we agree to the above extension.

KINLY CVP REMOTE HEARING DIRECTIONS

(where CVP Hearing Has Been Listed)

The Tribunal orders as follows:-

As a result of the extraordinary situation caused by the coronavirus pandemic and the necessary changes to how Tribunal hearings are to be conducted the following directions apply. In order to ensure that hearings are run efficiently during this pandemic it is critical that these directions are complied with. Parties are reminded of their duty under Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to help the Tribunal to further the overriding objective and to co-operate with the Tribunal generally. The parties are expected to work collaboratively to assist the Tribunal to further the overriding objective during this crisis. A failure to comply with these directions may result in the hearing having to be adjourned in whole or in part or, in a case of serious non-compliance, a costs sanctions being imposed.

1. The hearing will take place remotely using Kinly CVP unless otherwise directed.

2. The hearing has been listed for a remote hearing. The first day of the hearing is a judicial reading day. The parties should not attend.

3. There is to be a Pre-Trial Review by telephone at 10 am on the date fixed for the Review, to be attended by the parties and their representatives (if any).

4. The Applicant shall not less than 7 days before the date fixed for the Pre-Trial Review, file with the Tribunal an electronic hearing bundle ("the ebundle") in a manner to be notified to the parties by the Tribunal within 7 days of notice of the hearing date being given and also with all other parties in such manner as may be agreed with the parties.

5. The ebundle should contain the following documents

    (1) HMLR Case Summary,
    (2) the Statements of Case,
    (3) the witness statements,
    (4) such of the documents served with the Statements of Case or exhibited to the witness statements or otherwise disclosed by the parties as are necessary for the determination of the matter before the Tribunal,
    (5) a joint statement of issues for determination at the hearing,
    (6) a joint reading list, and
    (7) an agreed chronology and agreed list of relevant people.

6. There is to be no duplication of documents. Where a document was served with the Statement of Case or exhibited to a witness statement, the document should be placed with the other documents in chronological order and a note should be placed after the Statement of Case or witness statement giving the page number where the exhibited document can be found.

7. The ebundle should as a guide not exceed 500 pages in length.

8. The following technical requirements must be observed in respect of the ebundle:

    a. PDF format is to be used;

    b. All documents are to be contained, if possible, within one single PDF file;

    c. The PDF file must be searchable;

    d. Pagination must be computer generated within the PDF, not hand-written

        i. Each page must be numbered sequentially and not by sections;

        ii. Insertions, after compilation of the original bundles, should be using 'legal' numbering (e.g. 13.1,13.2, 13.3 to be inserted between 13 and 14);

    e. Each section of the bundle, and each individual document referenced in the index, should be separately bookmarked.

8. Skeleton arguments must be filed with the Tribunal by email and exchanged no later than 7 days before the Pre-Trial Review. They should not be included within the trial bundle.

9. If the parties intend to refer to authorities a single joint bundle of authorities must be filed by the Applicant with the Tribunal in the manner to be notified to the parties by the Tribunal no later than 7 days before the Pre-Trial Review. The following should be observed:

    a. PDF format is to be used;

    b. All documents are to be contained, if possible, within one single PDF file;

    c. The PDF file must be searchable;

    d. There should be no excessive citation of authority, only authorities which express legal principle rather than the application of such principles should be cited.

10. The Applicant and the Respondent are to inform the Tribunal by email within 7 days of notice of the date of the hearing of the telephone numbers and email addresses of everyone intended to attend the remote hearing.

BY ORDER OF THE TRIBUNAL

*Michael Michell*

Dated this 23rd February 2022

HM Courts &
Tribunals Service

# HMCTS Document Upload Centre – Professional Users Guide

## 1. Purpose

1.1. This guide is being issued to allow you to upload Tribunal's documents (bundles) for use in a Tribunal's hearing, where e-mail restrictions do not allow you to send (in a single e-mail) Tribunal hearing documents.

## 2. How the solution works

2.1. The solution has been designed using a public and private area within Microsoft SharePoint on our eJudiciary.net Microsoft Office 365 tenant.

2.2. The public area is where documents are uploaded. This area has been enabled to allow non-departmental accounts to access folders. This is only by invitation where Tribunal staff will require an e-mail address from you that will be used for login purposes.

2.3. As well as the e-mail address, a pin will be sent to this address that is also needed to gain access and allow you to upload your document(s).

2.4. You will be able to upload single or multiple documents as well as a folder. There is no limit on volume or size and the speed of transfer will be dependant on your internet connection upload speeds.

2.5. As soon as the documents are uploaded they are moved to a private area for Tribunal staff and the judiciary to access only. They are automatically deleted from the private area, so you will not have access to them – nor will anyone else.

## 3. General Important Information – Please ensure you read

3.1. An invitation must have been received from Tribunal staff to one of your e-mail accounts in order for you to use this service. You will need access to the mailbox in order to receive the pin number for access purposes.

3.2. The solution is being made available for electronically submitting Tribunal bundles only. Other documents will not be processed.

3.3. The document being uploaded must be in PDF format only. Any other format will not be accepted by the system. The documents (bundles) should comply with any guidance issued by the Tribunal with regards to their presentation and format.

3.4. The case reference must be entered in the required field when uploading the document. If the case is urgent and you do not have a reference number, please enter 'No Caseno'.

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3.7. Once documents have been uploaded, you must ensure you let the Tribunal staff know it has been completed. Please send to the e-mail address where you received the invitation from.

3.8. If you experience any technical issues with uploading, please let the Tribunal staff know.

HM Courts &
Tribunals Service

## 4. Uploading PDF document(s)

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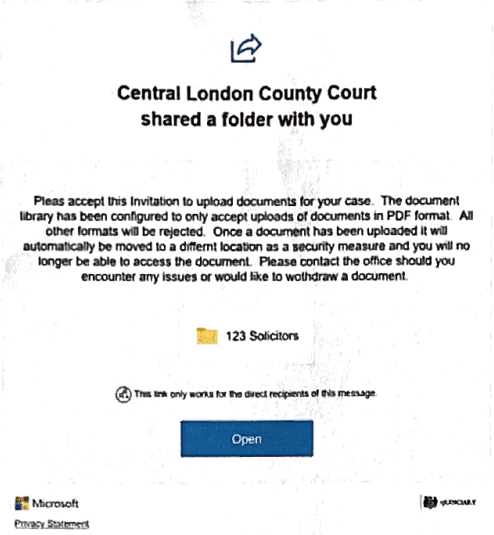


4.2. Click on the button with the folder name or "Open" button to access the document

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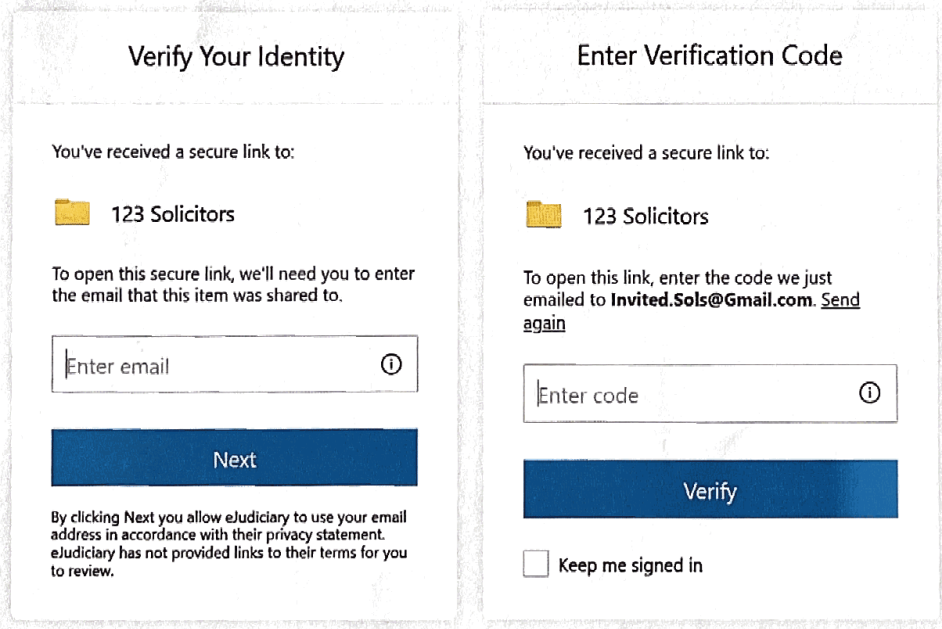


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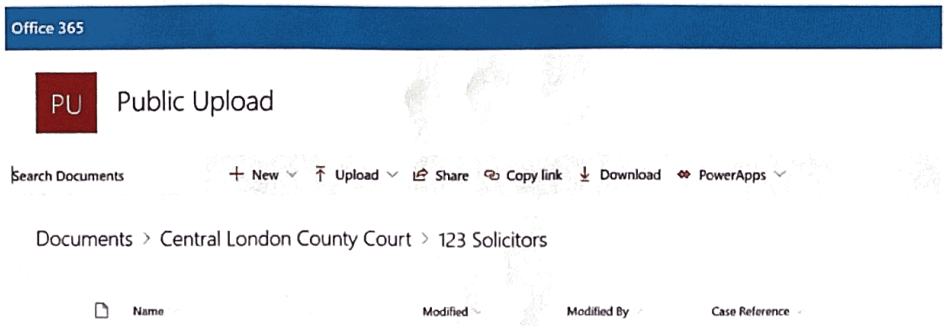


4.7. Once in the upload area select Upload followed by Files.

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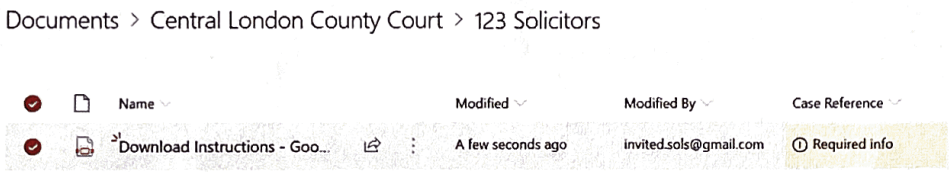


4.10. To enter the case reference number, click on "Required info" and a new pane will appear on the right of the page.

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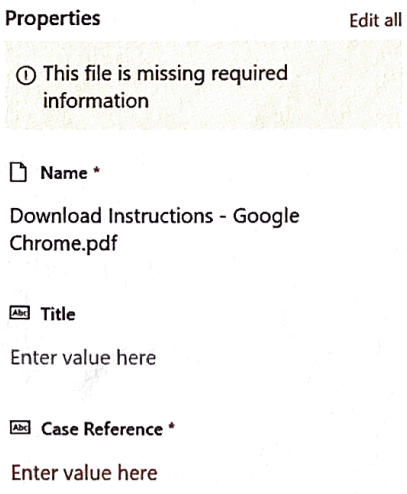


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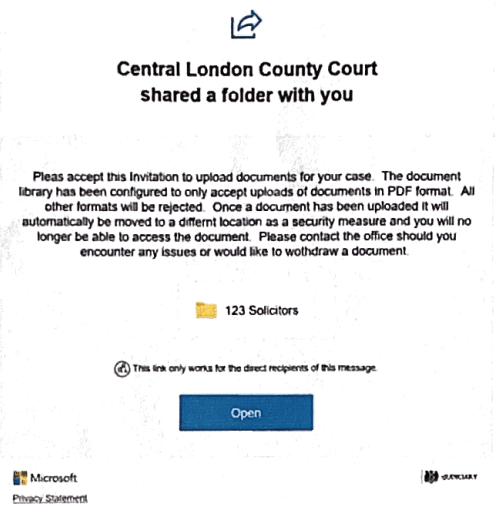


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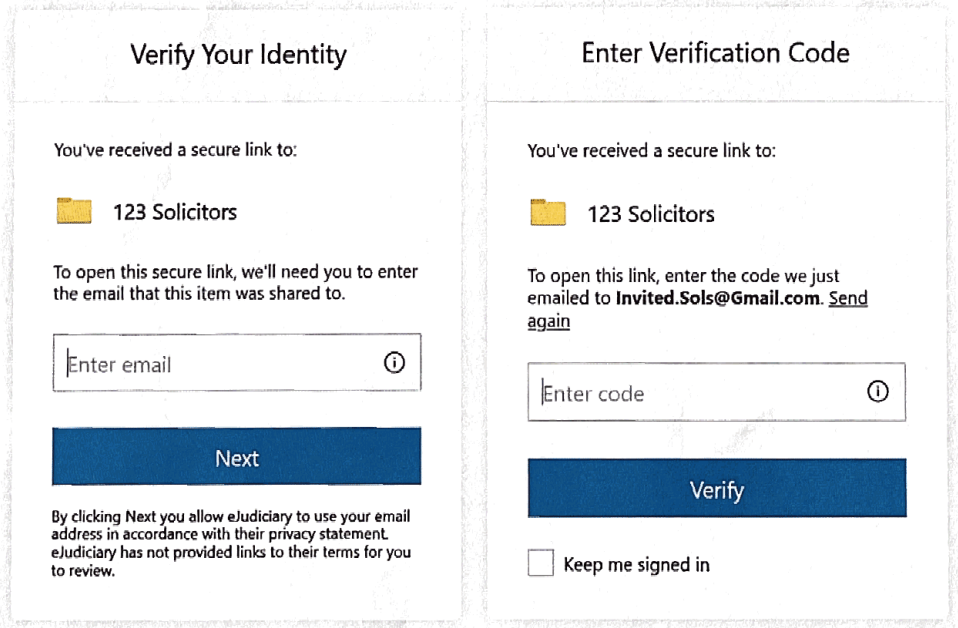


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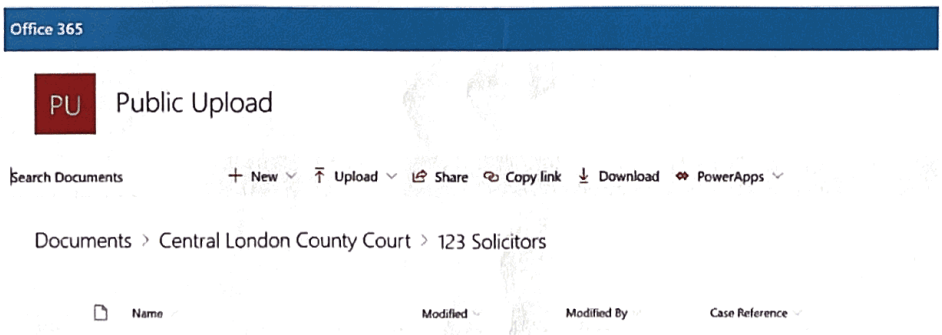


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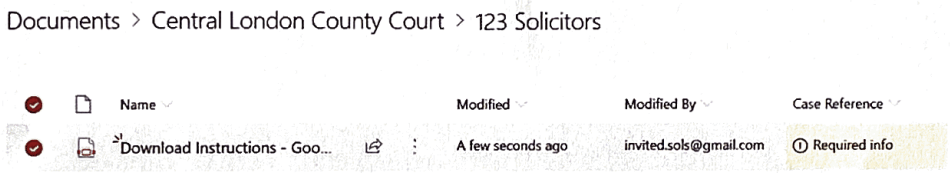


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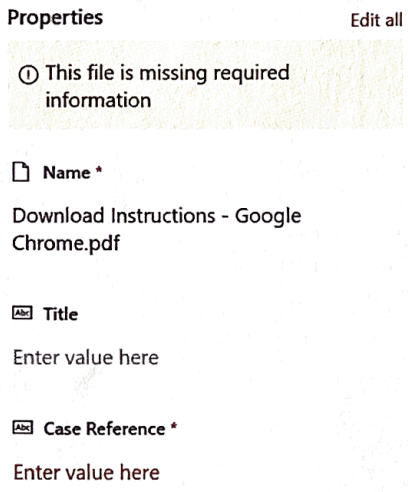
4.12. Click on a different part of the page for the case reference number to be accepted.

4.13. Once the Case Reference has been accepted refresh the page to check if the document has been moved. Depending on the size of the document(s) and your upload speed this could take several minutes.




4.14. Once the upload has been completed, please ensure you e-mail the Tribunal to let them know it has been successfully completed.

## Butcher Kay

**From:** richard butcher <lumpy99uk@yahoo.com>
**Sent:** 23 February 2022 09:41
**To:** Laura B.; Butcher Kay
**Subject:** Fw: REF/2020/0535 Ursel Klara Hayes Vs Kay Butcher and Richard John Butcher
**Attachments:** Order for CVP Hearing.docx; Document Upload Centre - Professional User v2 (005).pdf

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

We have a date!

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Land Registration" <landregistration@justice.gov.uk>
**To:** "stanford@penmanslaw.co.uk" <stanford@penmanslaw.co.uk>, "lumpy99uk@yahoo.com" <lumpy99uk@yahoo.com>
**Sent:** Wed, 23 Feb 2022 at 9:16
**Subject:** REF/2020/0535 Ursel Klara Hayes Vs Kay Butcher and Richard John Butcher

Applicant Ref: DJS/SS/48104.HAY

Respondent Ref:

Dear Sir/Madam

The above case has been listed for a Cloud Virtual Platform (CVP) Hearing.

There is to be a **Telephone Pre-Trial Review on 1st June 2021 at 10am** (time estimate 30 minutes)

At the designated time please call **0800 917 1956** and when instructed join the meeting using the following participant code **55813870**

The presiding Judge will join the meeting at the prescribed time.

The hearing will take place on **8th June 2022** (Judge's reading day and site visit at 2pm is on the 7th June 2022)

A Court Room link will be sent to parties closer to the Hearing date.

This e-mail and any attachments is intended only for the attention of the addressee(s). Its unauthorised use, disclosure, storage or copying is not permitted. If you are not the intended recipient, please destroy all copies and inform the sender by return e-mail. Internet e-mail is not a secure medium. Any reply to this message could be intercepted and read by someone else. Please bear that in mind when deciding whether to send material in response to this message by e-mail. This e-mail (whether you are the sender or the recipient) may be monitored, recorded and retained by the Ministry of Justice. Monitoring / blocking software may be used, and e-mail content may be read at any time. You have a responsibility to ensure laws are not broken when composing or forwarding e-mails and their contents.

Kind regards

**Janet Scott**

**Admin Officer**

Lands Registrations T | HMCTS | 3rd Floor, 10 Alfred Place | London | WC1E 7LR

**Phone:** 02072917250

HM Courts & Tribunals Service

Coronavirus (COVID-19): courts and tribunals planning and preparation

Here is how HMCTS uses personal data about you



M. Reynolds Partnership
Solicitors

24 London Road,
Grays
Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax: 01375 391 808
Email: admin@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Mr and Mrs R Butcher
66a Gordon Road
South Woodford
London E18 1DR

Your ref:
Our ref: MR CWZ Butcher 14617/1
Date: 19 July 2011

Dear Mr and Mrs Butcher

Re; **6 Wilson Close Stanford le Hope Essex**

I understand that there is some urgency in completing your purchase of the above mentioned property from the Seller who is a Teacher and would ideally like completion on the 27th July but Mrs Childs' Seller is in Manilla for the whole of the summer and if Mrs Childs cannot complete on the 27th July she is then suggesting October half term. Obviously if I can resolve this issue I will telephone you.

The second problem relates to the property which falls within two titles, that being the land to the rear under Title Number EX210733 makes up the rear garden and this was not transferred by Mrs Childs' Seller, Frank John Wade, to her at the time of her purchase. I am in the process of dealing with this land separately.

The next problem is the access way shown coloured brown on Title Number EX296977. The land to the rear is now actually incorporated within the garden area but is unregistered land and it is not know who it belongs to and the only way forward is to claim possessory title. The Seller will give a Statutory Declaration as to its use but it is unlikely that the Land Registry will register that piece of land at the present time as they normally require a 12 year period of occupation. Having said this, the Land Registry may be persuaded to inspect the property as inspection will reveal that it is totally within the boundaries of the property. The previous owner, Frank John Wade, purchased the property in 1984 and I believe he had use of the access way as part of his garden since that time.

Yours sincerely

MARGARET REYNOLDS

...nolds
Family Department:
Barbara Kemp F.Inst.L.Ex
Jenny Lapwood G.Inst.L.Ex
Assistant Solicitor:
Alison Coles
Wills Advisor:
Pauline Thomas

Reynolds Partnership Solicitors

**I VIVIENNE CHILDS** of 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. I purchased the property 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA on the 10th January 2007 which property is registered at the HM Land Registry under title number EX296977 and EX210733 (the Property).

2. The filed plan to title number EX296977 shows a passage way to the rear of that title coloured brown on the enclosed plan and marked 'A'. The passage way is no longer in existence and the land actually forms part of the garden and has done so throughout the period of my ownership and the ownership of my predecessor Frank John Wade who acquired the garden land to the rear of the passage way in 1984 at which time the land was incorporated in the overall garden.

3. I have occupied the property including the passage way since the date of my purchase and have been in full and undisturbed possession and enjoyment of it continuously without any claim adverse to my title.

4. The facts stated in this declaration are in my own knowledge.

**AND I MAKE** this solemn declaration conscientiously believing it to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

**DECLARED** by the above named

at Grays

in the County of Essex

this 26 day of July 2011

before me,

R. J. Bradbury

A Commissioner for Oaths/Solicitor

Attwood & Co.
20 London Road
Grays, Essex
RM17 5XY

Title number EX296977

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 12 DEC 2017 at 10:25:42. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

# A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 27 February 1969 made between (1) J. Thom Limited (Vendor) (2) Cyril Ronald Hogger and (3) Ronald William Wade and Joan Evelyn Wade (Purchasers):-

"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the filed plan.

3 The Conveyance dated 27 February 1969 referred to above contains the following provision:-

"4. IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or any other purpose of any adjoining or neighbouring property of the Vendor."

Title Number : EX296977

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 12 DEC 2017 at 10:25:42 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX296977 |
| Address of Property | : 6 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC Bank PLC |

Title number EX296977

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"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the filed plan.

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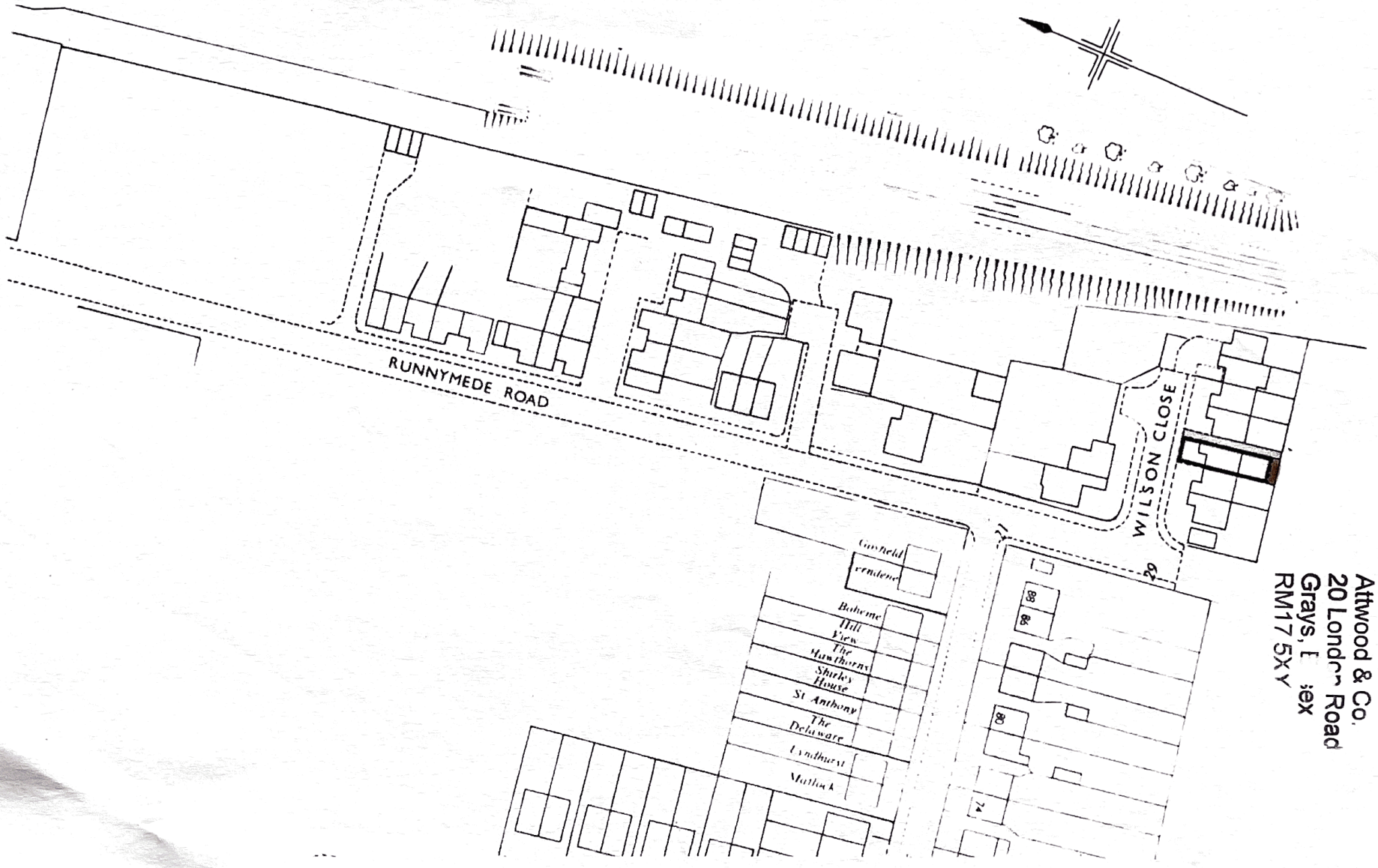
# H.M. LAND REGISTRY

TITLE NUMBER

**EX296977**

| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1:1250 |
|---|---|---|---|
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |

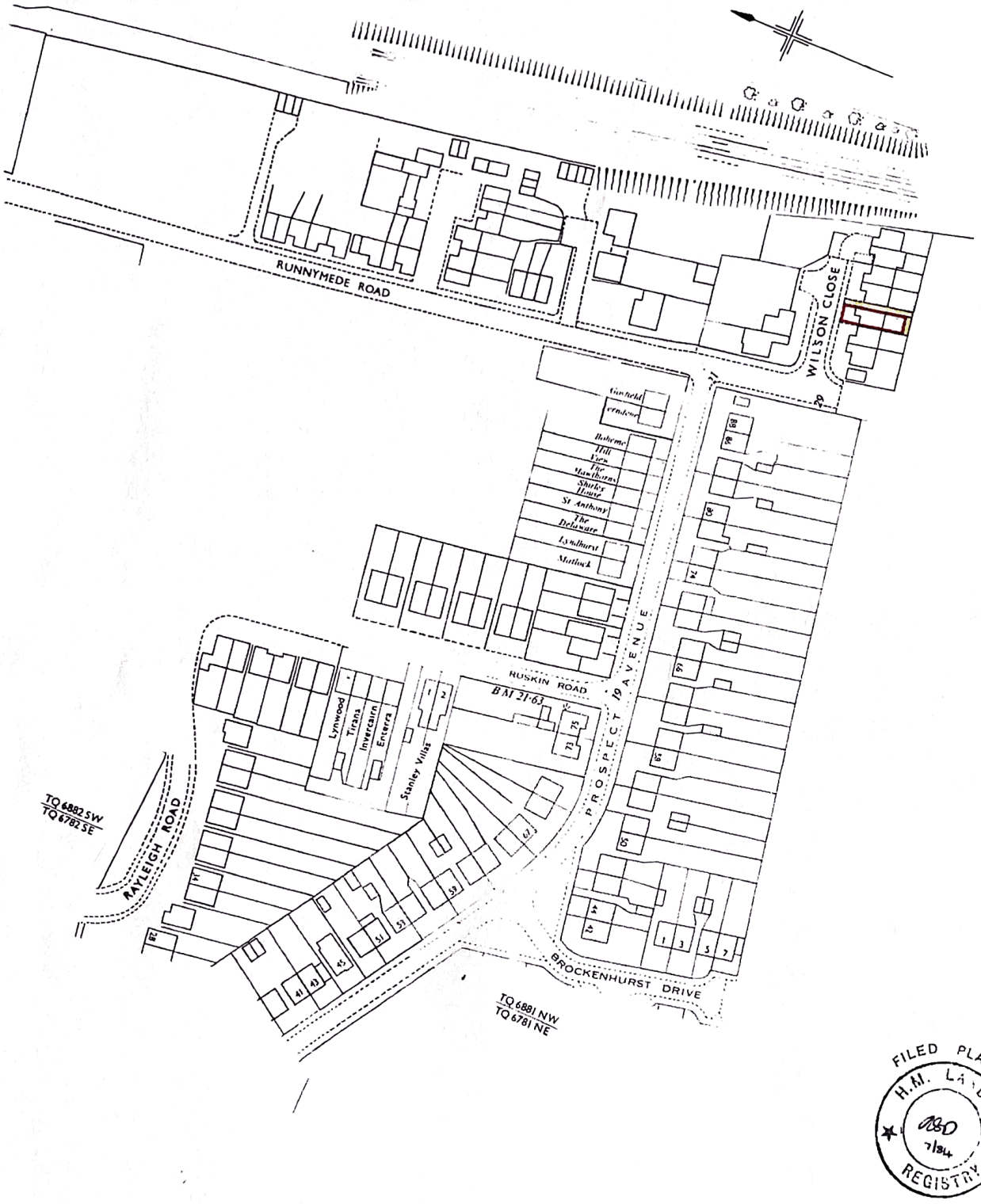



Attwood & Co.
20 London Road
Grays, Essex
RM17 5XY

A4

# H.M. LAND REGISTRY

| TITLE NUMBER | | | |
|---|---|---|---|
| EX296977 | | | |
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1:1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |

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This title is dealt with by HM Land Registry, Peterborough Office.



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# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

# C: Charges Register

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

1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

**22 August 2016**

We replied with a letter from our Solicitor, Margaret Reynolds, stating that although she had not
used the row, we are willing for her to give notice for use, and we would open gate for her.

**3rd October 2016**

Summer house concrete base was erected.

**5th October 2016**

.Penman's' wrote to us stating that their client is wiling to agree to the extinguishment of the row
running through the middle of our property (EX-77), subject to a formal grant of a row over the piece of land at the back of our property (now EX-16).

**10th October 2016**

Margaret Reynolds (our Solicitor) was unable to proceed as they do not deal with litigation.

**1st November 2016**

We informed Penman's Solicitors that Mrs Hayes came into our garden, uninvited and demanded we open the gate for her so she could come through at any time. We told her that if ever she needed to come through, all she had to do was knock and we would extend a key, but only with prior notice or an emergency.. We also informed Penman's Solicitors that Mrs Hayes came into our garden,, uninvited and demanded we open the gate for her and that we would appreciate it if she did want to come through, for any reason, she would have to knock and we would extend a key, but only with prior notice. We furthermore informed Penman s that we had seekedd further notice from Osborne Clarke LLP (xxxxxx) that they be on standby if the matte4r reached litigation, as Margaret Reynolds Solicitors do not deal with litigation.

**19th December 2016**

Letter sent to Penmans to inform them that we would continue to offer a key to the garden gate as and when required, but again with prior notice.

Acknowledgment received on 11th January 2017 from Penmans to inform us they had received a letter dated 19th December 2016.

**16th January 2017**

We wrote to Penmans to inform them that we planned to commence work on a summerhouse project, and that we would continue to do so, as their client had failed to take any action by pursuing a course of conduct.

**18th January 2017**

Letter received from Penmans informing us that their client will seek its removal, and that the row exists.

**23rd February 2017**

We wrote to Penmans informing them that we were4 to make our final payment on our summerhouse on Saturday 18th March 2017 and ccommencingfcconstructionist within *21 days.* We also confirmed that we would continue to proceed with the planned works, as their client had not taken any action by pursuing a course of conduct/lucrative which were available to her.

**17th March 2017**

We received an email from Penmans stating that our neighbor Mr Sargent, who is a personal friend of Mrs Hayes and resides at no. 2 Wilson Close, that there was access across the far portions to all of the properties that back onto St. Clare's School. This was not known to us when we purchased the property and if indeed was divulged, we would not have proceeded to buy thee property.

**24th May 2017**

Land Registry sent us a letter informing us that an application had been made for thee registration of land at the back of our property, under title number EX 210733.

**July 2017**

A lette4r was sent to Mr. Sargent, asking him not to discuss confidential legal information as re4gards to our dispute with Mrs. Hayes. Several people had spoken to me, including pre4vious owner Vivian Childs, asking what was going on.

**6th September 2017**

Land Registry sent a further copy of the letter received on the 24th and stated that the application had bee4n made for an easement on the land at the back of 6Wilson Close, which belonged to St. Clares School (EX 16).

**26th September 2017**

We sent objection letter to the Land Registry.

**19th October 2017**

Once again we received a letter from the Land Registry, acknowledging our objection and stated that title number was EX-33 and not EX-16.

**8th November 2017**

The Land Registry sent a letter to us confirming that they had received our application for an extension saying title number affected is EX-2110733.

**14th November 2017**

Due to the confusion of what title land is affected, we requested a copy of thee Land Registry Audit assessment conducted in May 2017.

**18th December 2017**

The Land Registry once again refer to the objection letter we sent and state that the easement would affect EX-33.

**8th January 2018**

We sent a reply to the Land Registry informing them that we were willing to negotiate.

**10th January 2018**

Land Registry letter referring to neighbors e.mail we sent which title number being affected as EX-33.

**29th March 2018**

Received a letter from Land Registry stating that the case was being re4ferred to the Tribunal. affected land being EX-33.

**4th May 2018**

The Land Registry sent us the case summary and letter to confirm that it had been referred to the Tribunal still stating that affected land was EX-33.

**8th May 2018**

We sent a letter to the Land Registry asking them for the outcome of the Ordinance Survey Surveyor's report from May 2017.

**11th May 2018**

We received the Ordinance Survey (copy). Page 3 (5) states that the area coloured pink is the4 private re4ar garden of 6 Wilson Close. It also stated that the metal fence effected by St. Clares School was put up in 2004. We were at work when this survey was undertaken, but all information was provided by Mrs Hayes and our neighbor Mr. Sargent (friend of Mrs Hayes).

**5th July 2018**

Case Summary from Mrs. Hayes in which the Land Registry state that the registrar does not believe that the route, claimed as a row as is EX-16, St. Clare School grounds.

**25th July 2018**

We received Tribunal documents still stating title number EX-33

**7th August 2018**

Mrs Hayes' builder knocked on our door, asking to come through our garden which we could not be accommodated at the time.

**16 August 2018**

Penmans wrote to us to inform us that their client were withdrawing the application of the easement, as it is not under our title, and resubmitted asking for an easement on title plan EX-16.

Penmans also sent us a copy of an email dated 31st May 2018, stating that following a phone call to the Land Registry, that the land at the back of our garden, does not belong to us, a requisition dated 19th July 2017. This was after the Ordinance Survey and not known to us when we purchased the property.

There is now a huge hole where anyone can get through from the back of 6 Wilson Close n Mrs. Hayes' garde4n at number 4 Wilson Close, as we had cut all of the trees and bushes to the back of her garden?????

At 19.30pm a strange man was at the back of our garden on the land stated as EX-33 (or possibly EX-16). We did not know who he was and, luckily Mr Butcher was at home at the same time as Mrs. Butcher The mam tried to hide himself, and then made known that he was a frie4nd of Mrs Hayes' son.

**14th September 22018**

We wrote a letter to the Land Registry, asking if the May 2017 OrdanceSurvey report was accurate, as it states that our garden is up to the metal fence outlining St. Clares School grounds.

**4th October 2018**

A re4ply received from the Land Registry, stating that the4y were sorry that their records did not fully accord and that it appears the metal fencing (erected in 2004) was put in the wrong place. The easement is on EX-16 (a little late being that our Solicitor , when we moved in, had to transfer Title Deeds EX-33 into our joint name4s and that there4 was no mention in our Survey Report before moving into the property that the land at the back did not belong to us.

The metal fence has now been in place for 19 years, the land uncared for by St. Clare4s School or anyone else.

**29th January 2020**

Received an application to register an easement on affected Title Number EX-182416 at the back of our garden, which is registered as part of St. Clare School Co-Operative Academy Trust. This was not known to us.

**18th February 2020**

Sent objection to the application of an easement.

**4th March 2021**

Letter received from Pen mans with applicant's Statement, by way of service, together with a declaration from Mr Sargent.

We then received an email, from xxxxxxx informing us that Penmans had asked for an extension to file a fuller Statement of Case.

**9th March 2020**

Land Registration sent us an e.mail asking us if we agree to the said extension. We sent a reply on the 10th March 2021.

**16th March 2021**

Sent Land Registry pack back to say we are willing to negotiate.

## SUMMARY

No row was informed to us on completion of moving to this property by previous owner, Land Registry or neighbors.

Anyone could have come into our garden, as our fences were down, unknown to us, which is tre4spass. Mrs Hayes came into the garden when Mrs. Butcher was in, only once we had cleaned the back and demanded we open the gate4 for her. Land Registry conflicting title numbers EX-33 or EX-16?

Have Mr and Mrs Butcher got squatters rights? If deemed,Title Number EX-16 as they have occupied the land and cleared it? Also, poor Land Registry details when purchasing the back of the garden.

At no point has Mrs Hayes stated why she needs access to the back of their property, as she has access to the back of her own garden from her house.

# Penmans Home Contents Form For [redacted]

Ref: JAC

09 JUN 2011

6 WILSON CLOSE
STANFORD LE HOPE

About this form

- On this form you can show the contents of the home area and whether a seller is prepared to include them in the sale. Buyers are likely to want to know this, but the replies are not legally binding. They just show what a seller's plans are and they can change their mind prior to exchange of contracts.
- Someone can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property is finished.
- Please cross through any items listed that are not at the property

## Seller's check of this form

Given that a buyer and mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure that they are as truthful and as accurate as possible.

Please check the boxes below to confirm that:

☑ This form has been completed by the seller(s)

☑ To the best of the seller's knowledge, the answers are true and accurate.

Signed by sellers .....

.....

Date: 9/6/11

## Home essential

(Unless you say otherwise, the buyer will assume that the following items are included in the sale and that the seller will leave them behind once the sale is completed. Please use the comments section to say otherwise.)

| | Comments | | Comments |
|---|---|---|---|
| 1. Central-heating systems | | 2. Radiators; Other wall heaters | |
| 3. Night-storage heaters | | 4. Boilers; Immersion heaters | |
| 5. Windows and window fitments | | 6. Double glazing | |
| 7. Electrical installation, including cables and sockets | | 8. Light switches; Other light fittings | |
| 9. Laminate flooring; Parquet flooring; Floor tiles | | 10. Fires; Fireplaces | |
| 11. Extractor fans and hoods | | 12. Fitted kitchen Cupboards; Kitchen sinks; Other fitted kitchen accessories | |
| 13. Baths; Bathroom sinks; Showers; Toilets; Taps; Plugs; Other items | | 14. Fitted bathroom cupboards | |
| 15. Fitted towel rails; Soap, toothbrush and toilet roll holders | NOT REMAINING | 16. Fitted shelves (BATHROOM) | NOT REMAINING |
| 17. Fitted wardrobes; Dressing tables; Cupboards | | 18. Wall tiles | |
| 19. Door and cupboard handles and knobs | | 20. Fitted hooks and holders | |
| 21. Inside and outside doors and gates (not including baby and toddler gates) | | 22. Greenhouses | |
| 23. Fuel stores | | 24. Outside lights | |
| 25. Other (please give details): | | | |

## Home furnishings

**(For each item, please tick one of the columns only. If your answers depend on which room or area of the property the item is in, please say so)**

| | Included in the sale | To be taken with the seller | To be negotiated |
|---|---|---|---|
| 26. Carpets | ☒ | ☐ | ☐ |
| 27. Rugs | ☒ | ☒ | ☐ |

| | | Included in the sale | To be taken with the seller | To be negotiated |
|---|---|---|---|---|
| 28. | Curtains/net curtains/ pelmets/blinds | ☐ | ☐ | ☑ |
| 29. | Curtain rails | ☐ | ☐ | ☑ |
| 30. | Sofas | ☐ | ☑ | ☐ |
| 31. | Ceiling lampshades | ☐ | ☑ | ☐ |
| 32. | Beds including headboards | ☐ | ☑ | ☐ |
| 33. | Moveable wardrobes | ☐ | ☐ | ☑ |
| 34. | Moveable cupboards | ☐ | ☑ | ☐ |
| 35. | Moveable dressing tables including any mirrors and chairs | ☐ | ☑ | ☐ |
| 36. | Moveable cabinets/bookcases | ☐ | ☑ | ☐ |
| 37. | Dining tables and chairs | ☐ | ☑ | ☐ |
| 38. | Other desks/ tables/chairs | ☐ | ☑ | ☐ |
| 39. | Moveable kitchen accessories | ☐ | ☑ | ☐ |
| 40. | Bathroom cabinets, mirrors/shower curtains/rails | ☐ | ☑ | ☐ |
| 41. | Other mirrors | ☐ | ☑ | ☐ |
| 42. | Moveable bathroom and toilet fittings and accessories | ☐ | ☑ | ☐ |
| 43. | Other (please give details): | | | |

## Home appliances

**(For each item, please tick one of the columns only. If your answers depend on which room or area of the property the item is in, please say so)**

| | | Included in the sale | To be taken with the seller | To be negotiated |
|---|---|---|---|---|
| 44. | Ovens and grills | ☑ | ☐ | ☐ |
| 45. | Cookers/other cooking hobs | ☑ | ☐ | ☐ |
| 46. | Microwave ovens | ☐ | ☑ | ☐ |
| 47. | Fridges | ☐ | ☑ | ☐ |
| 48. | Freezers | ☐ | ☑ | ☐ |
| 49. | Dishwashers | ☐ N/A | ☐ | ☐ |
| 50. | Washing machines | ☐ | ☑ | ☐ |
| 51. | Tumble dryers | ☐ N/A | ☐ | ☐ |
| 52. | Telephone receivers and cables | ☑ | ☐ | ☐ |
| 53. | Aerials/satellite dishes | ☑ | ☐ | ☐ |
| 54. | Other (please give details) | | | |

## Outside the home

| | Included in the sale | To be taken with the seller | To be negotiated |
|---|---|---|---|
| 55. Dustbins | ☑ | ☐ | ☐ |
| 56. Clothes lines/Other clothes dryers | ☑ | ☐ | ☐ |
| 57. Sheds ~~and contents~~ | ☑ | ☐ | ☐ |
| 58. Garden trees/shrubs/plants | ☑ | ☐ | ☐ |
| 59. Garden furniture/ornaments | ☐ | ☑ | ☐ |
| 60. Water butts | ☐ N/A | ☐ | ☐ |
| 61. Other (Please give details) | | | |

# TERMS OF BUSINESS

**Responsibilities**

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

**Email**

Unless you tell us otherwise, you agree to us communicating with you, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) you have given us from time to time. You should be aware that there is a risk that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered.

We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

**Payment**

It is a condition of our retainer that all bills, interim and final, are paid within one month. If a bill is not paid in full within that period we may charge you interest on any amount outstanding from the due date until the date the bill is paid at the rate of interest prescribed for judgments from time to time. In the case of commercial debts we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Where an account is overdue we are entitled to retain any files and documents belonging to you which are in our possession until our account is settled. We also reserve the right to cease working on this and any other matters on which we are acting for you.

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

In some cases, and particularly when litigation is involved or when we may need to incur substantial expense on your behalf we may require you to provide a payment on account of the future likely costs and disbursements.

If instructions for a piece of work are given by more than one person or company, we may recover our fees, disbursements and Value Added Tax from any one or more of them. This includes situations where one person or company instructs us on behalf of another.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

**Debit Card/Credit Card Payments**

Where payment is made by Debit Card we do not propose to charge any administrative fees. Where however payment is made by Credit Card we will charge an administrative fee equivalent to what is charged to us by the provider but limited to 2.5%.

**Costs**

Unless we have agreed otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time.

We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses.

Where applicable, we will charge VAT on our charges and expenses.

**Changes to charge-out rates**

Our hourly charge-out rates are reviewed with effect from 1st May in each year. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue acting for you.

**Costs Estimates and Arrangements**

Any costs estimate we give at any time is a guide to assist you in budgeting. It is not intended to be fixed, unless that is specifically agreed in writing.

Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions change it will no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

## Billing

Unless agreed to the contrary we will normally bill monthly for the work performed to date together with any disbursements we have incurred on your behalf.

## Contentious Matters

You will be responsible to us for our fees and disbursements regardless of any order obtained for payment of your costs by another party. Our costs are likely to exceed the sum which you could recover from any other party to the proceedings. You should also bear in mind that you may be ordered to pay the costs of the other party.

## Cash

We are normally only able to accept cash up to a limit of £500 in any 28 day period / do not normally accept payment in cash. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

## Ending Our Services

You may end your instructions to us at any time by letting us know in writing.

We may decide to stop acting for you only with good reason, for example, if you do not provide us with funds on account or there is a conflict of interest. We will give you reasonable notice if we decide to stop acting for you. If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to minimise disruption to your matter.

However if we stop acting for any reason you will be required to pay for the expenses we have incurred and for the work we have done, even if the original agreement or understanding had been that we would only bill you on completion of the matter.

## Interest On Funds We Hold For You

We will normally credit you with interest on any funds we hold in our client account on your behalf. Our policy on the payment of interest is as follows.

- Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- We will credit you with interest if the amount of interest involved is more than £20
- If we hold sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately.
- We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement. Nor will we account for interest on money held for the Legal Services Commission.[1]

## Joint Clients

If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.

Instructions are understood to be for the purposes of all of those instructing us. We will act on instructions from any one of those clients unless you instruct us otherwise. Liability to pay our costs is joint (all the clients together) and several (each may be liable for the whole amount).

If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

## Your Documents

After the end of the relevant matter please let us know if you would like us to send your file of papers to you. Otherwise we will keep our file of your papers in storage. We will normally destroy it after an appropriate period after the date of the final bill we send to you for the matter without further reference to you, and by agreeing to these terms you authorise us so to do. We will not destroy documents you ask us to hold in safe custody, such as deeds, wills and other important original documents.

We will take care of your deeds, documents and other papers as long as they remain in our possession. However should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However we may charge you for time spent retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers.

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## Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

*Proportional liability*

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

*Third party liability*

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

*No claim against individual employees/partners*

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

*Limitation on exclusions*

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

## Any Concerns

As explained in our accompanying engagement letter, if you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

However if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman (address: PO Box 15870, Birmingham, B30 9EB, Website: www.legalombudsman.org.uk, Telephone: 0300 555 0333) to consider your complaint.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within twelve months of the act or omission complained of.

Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

## Third Parties

Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## Investment and Insurance Advice

M. Reynolds Partnership is not authorised by the Financial Services Authority ("FSA"). We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

*Financial Services and Markets Act ("FSMA")*

If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

*Insurance mediation*

Although we are not authorised by the FSA we are included on the register of exempt professional firms maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FSA website at www.fsa.gov.uk/register.

**Distance Selling Regulations**

If we have not yet met you and you are an individual acting for purposes which are outside your business, the Consumer Protection (Distance Selling) Regulations 2000 apply to our agreement with you. That means that you have the right to cancel our engagement without charge at any time within seven working days of your acceptance of our engagement terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions during the relevant cancellation period.

**Mortgage Fraud**

If we are also acting for your proposed lender in this transaction, we have a duty fully to reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you. You agree to us so doing.

**Review of Files**

From time to time our practice may be audited or checked by our accountants or our regulator, or by other organisations. These organisations are required to maintain confidentiality in relation to your files.

**Governing Law and Jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

# TERMS OF BUSINESS

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Where applicable, we will charge VAT on our charges and expenses.

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We will take care of your deeds, documents and other papers as long as they remain in our possession. However should any of them be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you we will not normally charge for such retrieval. However we may charge you for time spent retrieving, reading, copying or working on such papers where that is to comply with your instructions in relation to the retrieved papers.

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## Limitations on our Liability

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £3 million or such higher amount as is set out in the letter accompanying these Terms of Business.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

*Proportional liability*

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

*Third party liability*

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

*No claim against individual employees/partners*

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

*Limitation on exclusions*

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

## Any Concerns

As explained in our accompanying engagement letter, if you are not happy with our service or the bill, we hope to be able to resolve the matter to your satisfaction. Details of our complaints procedure are available on request.

However if you are not satisfied with our handling of your complaint you may be able to ask the Legal Ombudsman (address: PO Box 15[illegible]0, Birmingham, B30 9EB, Website: www.legalombudsman.org.uk, Telephone: 0300 555 0333) to consider your complaint.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within twelve months of the act or omission complained of.

Note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

## Third Parties

Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## Investment and Insurance Advice

M. Reynolds Partnership is not authorised by the Financial Services Authority ("FSA"). We are regulated by the Solicitors Regulation Authority ("SRA"), which is the independent regulatory arm of the Law Society of England and Wales. If you are unhappy with any investment advice or insurance advice you receive from us you should raise your concerns with the SRA.

*Financial Services and Markets Act ("FSMA")*

If while we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice. However we may provide some limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the SRA, which is a designated professional body for the purposes of the FSMA.

Our role in any transaction is that of legal adviser and it is not part of our function to give advice on the merits of any transaction in investments. When providing our services we will assume that you have decided or will decide to negotiate or enter into any such transaction solely on the advice you may receive from a person authorised under the FSMA. No communication from us is intended or should be construed as an invitation or inducement to you or to anyone else to engage in investment activity.

*Insurance mediation*

Although we are not authorised by the FSA we are included on the register of exempt professional firms maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FSA website at www.fsa.gov.uk/register.

**Distance Selling Regulations**

If we have not yet met you and you are an individual acting for purposes which are outside your business, the Consumer Protection (Distance Selling) Regulations 2000 apply to our agreement with you. That means that you have the right to cancel our engagement without charge at any time within seven working days of your acceptance of our engagement terms. If you wish to do so you must inform us of your decision to cancel in writing. Your right to cancel our engagement will not apply if you agree to us beginning work in relation to your instructions during the relevant cancellation period.

**Mortgage Fraud**

If we are also acting for your proposed lender in this transaction, we have a duty fully to reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you. You agree to us so doing.

**Review of Files**

From time to time our practice may be audited or checked by our accountants or our regulator, or by other organisations. These organisations are required to maintain confidentiality in relation to your files.

**Governing Law and Jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

M R P

# M. Reynolds Partnership
Solicitors

24 London Road,
Grays
Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax: 01375 391 808
Email: admin@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Mr and Mrs R Butcher
66a Gordon Road
South Woodford
London
E18 1DR

Your ref:
Our ref: MR.A.hc.Butcher 14617/1
Date: 29 June 2011

Dear Mr and Mrs Butcher

**Re: 6 Wilson Close, Stanford le Hope, Essex**

I have now received the draft Agreement from the Seller's solicitors and I am dealing with its approval. At this stage I enclose:-

1. Two plans of the property showing the boundaries of it edged with a thick black line. Will you please confirm to me that the plan does correctly identify the boundaries of the property and its location. Where any boundaries are shown marked inwards with a "T" these will belong to the property and will be your responsibility following completion. You will note from the plans that there are in fact two areas of land that you will be purchasing, the first which is the property itself and the large part of the back garden. There is then a yellow coloured area which represents a passage way to the side and rear of the property. This passage way passes through the middle section of the garden and you will note that there is a further piece of land which is at the rear of the property which is also to be sold as part of the transaction. Please note however that the passage way passes through the middle section of the garden and I am currently trying to ascertain whether or not any other people use this passage way in the surrounding area.

2. A Fixtures Fittings and Contents form showing those items which are included/excluded from the sale. Please read this very carefully and let me know whether or not there are any discrepancies therein.

It is important that access to the property and any garages or outbuildings can easily be obtained without crossing over the land belonging to any neighbour. If, for example, there

is a shared driveway leading to the garage then it is important that the title deeds and documents give rights of way over the adjoining land. If you consider, on looking at any plan I have supplied, or indeed from your inspection of the property, that there is any shared rights whatsoever please advise me in order that I am assured the correct rights have been granted to you.

If the property has been extended or altered in any way, for example, by the removal of internal walls/chimney breast then I will need to check that the appropriate planning permission/building regulation consents have been obtained. Could you please let me know whether or not any extensions or alterations have been carried out to the property since its original construction.

If you feel that the property that you intend to buy would fall within land within a Church of England Parish which has a vicar and also has a Church dating from the medieval period or earlier, then you may wish to instruct us to carry out a Chancel Repair Search. If you feel that this would be relevant to your property then please let this office know and we will inform you of the cost of such a search.

If you have any queries or questions whatsoever then please do not hesitate to telephone the office.

Yours sincerely,

MARGARET REYNOLDS

M. Reynolds Partnership
Solicitors

24 London Road,
Grays
Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax: 01375 391 808
Email: admin@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Mr and Mrs R Butcher
66a Gordon Road
South Woodford
London E18 1DR

Your ref:
Our ref: MR CWZ Butcher 14617/1
Date: 19 July 2011

Dear Mr and Mrs Butcher

Re; **6 Wilson Close Stanford le Hope Essex**

Subject to all outstanding points [please see my letter of even date] I am now in a position to exchange contracts in connection with your purchase of the above mentioned property and I accordingly enclose the Purchase Agreement for signature by you.

In respect of the purchase Agreement and that transaction generally I would like to draw your attention to the following points:-

**The Purchase Contract (Agreement).**

This is in a form incorporating the Standard Conditions of Sale, which are widely used for this type of transaction. The main provisions of the contract are: -

(a). The purchase price is £177,500.00. The price includes the items shown on any list of Fixtures, Fittings and Chattels list attached to the contract.

(b). The completion date will be inserted on exchange of contracts. We will discuss it with you at that time so that a date acceptable to you and your Sellers can be agreed. This date will then be the date upon which the transaction is to be completed. Your Sellers must vacate the property on that date, if they do not vacate earlier, and we must send the completion monies to their Solicitors to reach their bank account by 2.00pm that afternoon. You will be liable to pay interest if cleared funds are not made available to us in time to send the completion monies early enough, so we will need to have received cleared funds from you preferably on the day before the completion date (if any balance is due from you).

(c). You are buying the property in its current state and condition. You must be satisfied about this from your own inspection of the property and from your Surveyors Report. If you expect the Sellers to remedy any defects, this will have to be agreed with them before contracts are exchanged and special provisions added to the Contract.

Your Lender has asked us to point out to you that the Valuation undertaken by their Surveyor may not reveal all of the defects of the property.

Title to the property is freehold. The same is registered at H.M.Land Registry with title absolute.

The property is Freehold. The Title Numbers are EX296977 and Ex210733 and are registered at the HM Land Registry with "Absolute" title, which means that the Land Registry guarantees ownership. You should inspect the property to ensure that the Seller and his immediate family only occupy it and let us know if this is not the case. The property is being sold with vacant possession on completion.

I enclose a plan of the property. Land Registry plans are to a small scale and are not intended to show the precise location of each boundary. This should be checked with the boundaries on site and any significant discrepancies referred to us so that we can seek clarification from your Sellers. If the title documentation deals with the ownership of boundary fences the boundaries that belong to the property are normally marked inward with a "T". If the deeds are silent it may be worth discussing with your new neighbours which boundaries have been maintained by them.

A copy of the Land Registry Entries is enclosed.

**Rights the property is subject to.**

The property is sold subject to all rights apparent upon your inspection of the property.

With regard to Title Number EX296977 I would refer you to the Property Register which sets out rights granted over the pathway to the rear. This is the pathway referred to in my accompanying letter which is actually between the main garden and the garden to the rear.

The garden to the rear under Title Number EX210733 is subject to a number of restrictive covenants (enforceable promises) that were imposed on the property by the provisions of a document dated the 28th December 1934 You may be obliged to observe the restrictions and covenants set out in document if they are still relevant. The Land to the rear is also sold subject to some covenants in Conveyances of the 29th October 1900, the 5th November 1900 but a copy of these documents were not provided to the Land Registry at the time of registration. Technically the land remains subject to these and ideally a restrictive covenant indemnity policy should be take out to cover any claim for a breach of covenant should that ever arise. The cost of an indemnity policy is £82.00.

**Information from the Sellers**

The Solicitors acting for the Sellers have supplied us with a package of information and I attach copies of the following items supplied in that package: -

1. The Sellers Property Information Form/Pre-Contract Enquiries. This gives information about boundaries, disputes, notices, guarantees, services rights and other matters.

2. Replies to Additional Enquiries. I enclose a copy of the Additional Enquiries that I have raised with your Sellers Solicitors and a copy of their responses.

Information from the Local Authority

I have carried a Local Authority Search and have raised enquiries of the Local Council. I have obtained the following information that relates to the property: -

Wilson Close is maintained at the public expense;

The drainage system in the road is maintained by the local water authority but the connection to it from your property is private and will be your responsibility.

I enclose a copy of the water/drainage report for your information.

That the Council have no records as to the draining of the surface water

That no order, scheme or proposal has been made by the Secretary of State for the construction of a new trunk or special road within 200 metres of the property nor have any proposals been made which would involve the alteration or improvement to any existing road, whether or not within an existing highway of a subway, underpass, flyover, footbridge, elevated road or dual carriageway within 200 metres of the property. Likewise, the Council themselves have not approved any such proposals;

No Notice have been issued under the terms of the Public Health Acts, the Housing Acts or Highways Acts which would affect the property

No proceedings have been issued in respect of an infringement of the Building Regulations;

No enforcement or stop notices have been issued by the Council in respect of any breach of planning control;

Please note that the result of my local search will not give any indication as to whether a private developer is developing in or around the surrounding area, nor any applications that have been submitted for neighbouring properties. If there is any land which could potentially be developed or you are concerned regarding any potential planning applications for neighbouring properties, I would suggest that you speak with the Local Authority on this point or alternatively, I can clarify the position with them on your behalf.

The Local Authority deal only with questions relating to planning applications and permissions, enforcement notices, stop notices etc. which relate to the property itself. The Council will not advise on the development of any adjoining or adjacent property.

I enclose herewith a copy of the planning permission supplied to me which affects the property and would ask you to note the terms thereof.

Many local authorities have very informative websites and provide information about the locality including any plans for nearby redevelopment and planning information on neighbouring properties. I would therefore recommend that you access the local authority websites for further information. Two other websites that are very informative are *www.upmystreet.com* and *www.enviroment-agency.gov.uk*.

**Mortgage Deed**

It will be necessary for you to sign a Mortgage Deed prior to EXCHANGE OF CONTRACTS. By signing this document you will be acknowledging that we are to receive the mortgage monies from your Lender on the day of completion. This document secures repayment of the mortgage to your Lender and it is your authorisation for them to take a

mortgage over the property to secure the repayment of the loan to them. Therefore, if following completion of the purchase you do not keep up the repayments under the mortgage or breach any of the mortgage conditions your home may be at risk. If you have any doubts whatsoever regarding signing this document then please do not hesitate to raise them with me. I enclose the Mortgage Deed and I would be grateful if you could sign this in the presence of an independent witness (who should be an adult and not a relative). The witness should then add their signature, name, address and occupation where indicated. Please then return the Mortgage Deed with the Purchase Contract.

If applicable I enclose a copy of the Mortgage Conditions for your information and retention.

I have already explained to you details of your mortgage offer. As a reminder in the event that you are arranging any new life policy or other investment it is essential that the policy is placed on risk immediately Contracts are exchanged and that the acceptance of risk is available prior to exchange of Contracts. A telephone call to the broker, Building Society, or Lender is normally all that is required.

**Insurance.**

If under the terms of your mortgage offer you are arranging your own buildings insurance as opposed to taking advantage of a block policy arranged by the Lender, it is essential that the insurance is in place from exchange of contracts. In most cases, the Lender will require full details of the insurance and will have provided you with some form of handbook, and you must ensure that the requirements are strictly adhered to. I cannot proceed to exchange of Contracts until full details of the buildings insurance are known.

**Deposit and Completion Statement.**

Upon exchange of contracts it is customary for you to pay a deposit equal to 10% of the purchase price to your sellers Solicitors. I should be obliged if you would let me have your cheque in the sum of £17,750 representing the 10% deposit payable. Please supply either a Building Society cheque or Bankers draft, as a personal cheque will take some 8/10 days to clear. All payments should be made payable to **M.Reynolds Partnership.**

I enclose my completion statement which shows the overall monies due from you to enable me to complete the transaction and which I will utilise as the deposit in respect of your purchase. Please supply a Bankers draft or Building Society cheque, as a personal cheque will take some 8/10 days to clear. Any payment should be drawn in favour of M.Reynolds Partnership.

Alternatively you may wish to deal with the payment by way of telegraphic transfer. If you wish to use this method my firm's bank details are:-

Barclays Bank Plc
9 High Street
Grays
Essex

Sort code: 20 34 69

Client account number: 50657182

Please quote your last name as reference in order that the payment may be directed to the correct account.

**Joint Purchase**

As you are buying the property jointly you must decide on one of the two ways in respect of which the land may be held. There are two ways of which the land may be held. One is as Joint Tenant and the other is as Tenants in Common. I enclose a Memorandum that explains the difference between the two. It is essential that I have your specific instructions how you wish to proceed and I would ask that you complete and sign the form and return it to me, with the enclosed agreement. If, however, you require any further clarification simply telephone me.

If your are contributing towards the purchase price of the property in unequal contributions then you may wish to consider whether or not you want to protect your individual contributions in the event of a dispute between you and the property being sold. This can be dealt with by you both entering into a separate Deed of Trust setting out your individual investment in the property. If you require more information on this point, or, you want me to prepare a Declaration of Trust on your behalf then please telephone to discuss this and we can make a mutually convenient appointment to deal with it. There will be a separate fee in connection with the preparation of the Deed of Trust.

I would be obliged if you could read through this letter and enclosures very carefully. If there is any points at all that you would like to discuss, please call me. **If you are happy to proceeds with your purchase and are satisfied with the terms of this report then please sign the purchase contract/agreement where indicated by your initials and return it undated together with the documents referred to on the enclosed checklist.**

I look forward to hearing from you.

Yours sincerely

MARGARET REYNOLDS

Land Registry

# Official copy of register of title

Title number EX210733 | Edition date 27.10.2011

- This official copy shows the entries in the register of title on 4 November 2011 at 16:05:49.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 4 November 2011.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1 - A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Peterborough Office.

## A: Property register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at the back of 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

## B: Proprietorship register

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

### Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 Wilson Close, Stanford-le-Hope, Essex SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (27.10.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 August 2011 in favour of National Westminster Home Loans Limited referred to in the Charges Register.

# C: Charges register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (27.10.2011) REGISTERED CHARGE dated 8 August 2011 affecting also title EX296977.

6 (27.10.2011) Proprietor: NATIONAL WESTMINSTER HOME LOANS LIMITED (Co. Regn. No. 1449354) of Mortgage Centre, P.O. Box 12201, Brindley Place, Birmingham B2 2AG.

# Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground

# Schedule of restrictive covenants continued

plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

# Schedule of restrictive covenants continued

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

# End of register

Land Registry

# Official copy of register of title

Title number EX210733 | Edition date 12.10.2015

- This official copy shows the entries on the register of title on 10 OCT 2016 at 12:45:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Oct 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Peterborough Office.

## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA).

## B: Proprietorship Register

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

### Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

## C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

# C: Charges Register continued

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade contains restrictive covenants and exceptions and reservations.

*NOTE: Original filed.*

5 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX296977.

6 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 28 December 1934 referred to in the Charges Register:-

"THE Purchaser to the intent that this covenant shall be binding so far as maybe the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments hereby covenants with the Vendors that the Purchaser and his successors in title will within three months from the date hereof erect along the Northern boundary of the hereditaments hereby assured a suitable close boarded fence and also will observe and perform the stipulations set out in the Second Schedule hereto.

.....
..

THE CONDITIONS and STIPULATIONS to which the foregoing INDENTURE refers

1. The building line is to be ten feet back from the front boundary line of all the roads and from the flank frontage of all corner plots shown on the plan and nothing but fences of not more than five feet in height shall be erected within ten feet of the roads.

2. No houses shall be erected of any character elevation or description other than those approved of by the Vendor nor of less value than £200. The value of a house or shop is the amount of its nett first cost in materials of labour and construction estimated at the lowest current prices. Before the erection of any houses shall be commenced two drawings of the ground plan and elevation of such proposed houses on linen cloth to the scale of one quarter of an inch to the foot shall be submitted to and approved in writing by the Vendor one of such plans to be retained by the Vendor and the other returned to the Purchaser.

3. No tavern hotel inn public-house beerhouse house for the sale of excisable liquors or shop or business of any kind will be permitted without license from the Vendor to be built or carried on upon any plot.

4. The Purchasers will have to make good any damage done to the roads and footpaths occasioned through their building on their plots immediately after the erection of any house and in default the Vendor shall have power to effect such repairs and sue for and recover the amount expended thereon from the Purchasers respectively.

5. No building of any description other than a dwelling or appurtenant thereto is to be erected upon any of the plots nearer than 60 feet of the front building line nor more than one house on any plot; nor will a

## Schedule of restrictive covenants continued

manufactory of any kind or any noisy noisome or offensive trade or business nor anything causing or leading to a nuisance be permitted to be carried on without the consent in writing (by endorsement of this Conveyance) of the Vendor. No temporary building of any kind to be erected on any plot other than temporary sheds or workshops incidental to the erection of the inn shops or houses. No hut shed caravan house on wheels or other structure adapted or intended for use as a dwellinghouse or sleeping apartment shall be erected made placed or used or be allowed to remain upon any plot and the Vendor or the owner or owners of any of the plots may remove or dispose of any such hut shed caravan house on wheels or other structure as aforesaid and for that purpose may break fences and forcibly enter upon any lands upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or for the use thereof or any damage thereto or to any fence.

6. The Vendor will form the roads and the Purchasers shall pay their proportion of the expense of keeping them in repair.

7. Each Purchaser shall make and maintain the boundary fence on the sides of his Plots marked T at his own expense within three months and in default the Vendor shall have power to make the same and the Purchaser shall on demand repay the Vendor the cost of making and maintaining such fences.

8. Each Purchaser when required so to do is to execute a proper Deed of Covenant for regulating the building upon and fencing his land and the repair of the roads and keeping all the Conditions herein contained with powers for enforcing the performance of the Covenants which Deed and all other Deeds or Muniments of Title relating to the Estate or any of the Plots shall remain in the custody of the Vendor.

9. The Vendor reserves to himself a strip of land of two feet in width at the end of each Plot round the entire boundary of the Estate which strip of land though included in the admeasurement is not included in the sale and also reserves the right to carry any drains water pipes or works through the land at any time.

10. The Vendor reserves to himself the power of allowing a variation in the Plans and Conditions."

NOTE: No boundary of the land in this title is so marked with a T.

2 The following are details of the terms of the release contained in the Deed dated 27 November 1957 referred to in the Charges Register:-

"In pursuance of the said recited terms and in consideration of the premises the Vendors hereby release the said William Woodburn Wilson and his successors in title to the said land from the obligations of the covenant hereinbefore recited on the part of the said William Woodburn Wilson in the said Deed contained and all and every the stipulations set out in the second Schedule to the said Deed of Conveyance."

## End of register

BETA HM Land Registry

# MapSearch Snapshot






Wrong Land Registry Map (before our purchase)

2 4 6 8 12 16 20m

Map scale 1:625

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This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
Data last updated 10:00pm 15 AUGUST, 2017

M. Reynolds Partnership
Solicitors

# H.M. LAND REGISTRY

TITLE NUMBER

**EX296977**

| | | | |
|---|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1:1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




BUILDING + GARDEN
ONLY
Ex 296977.

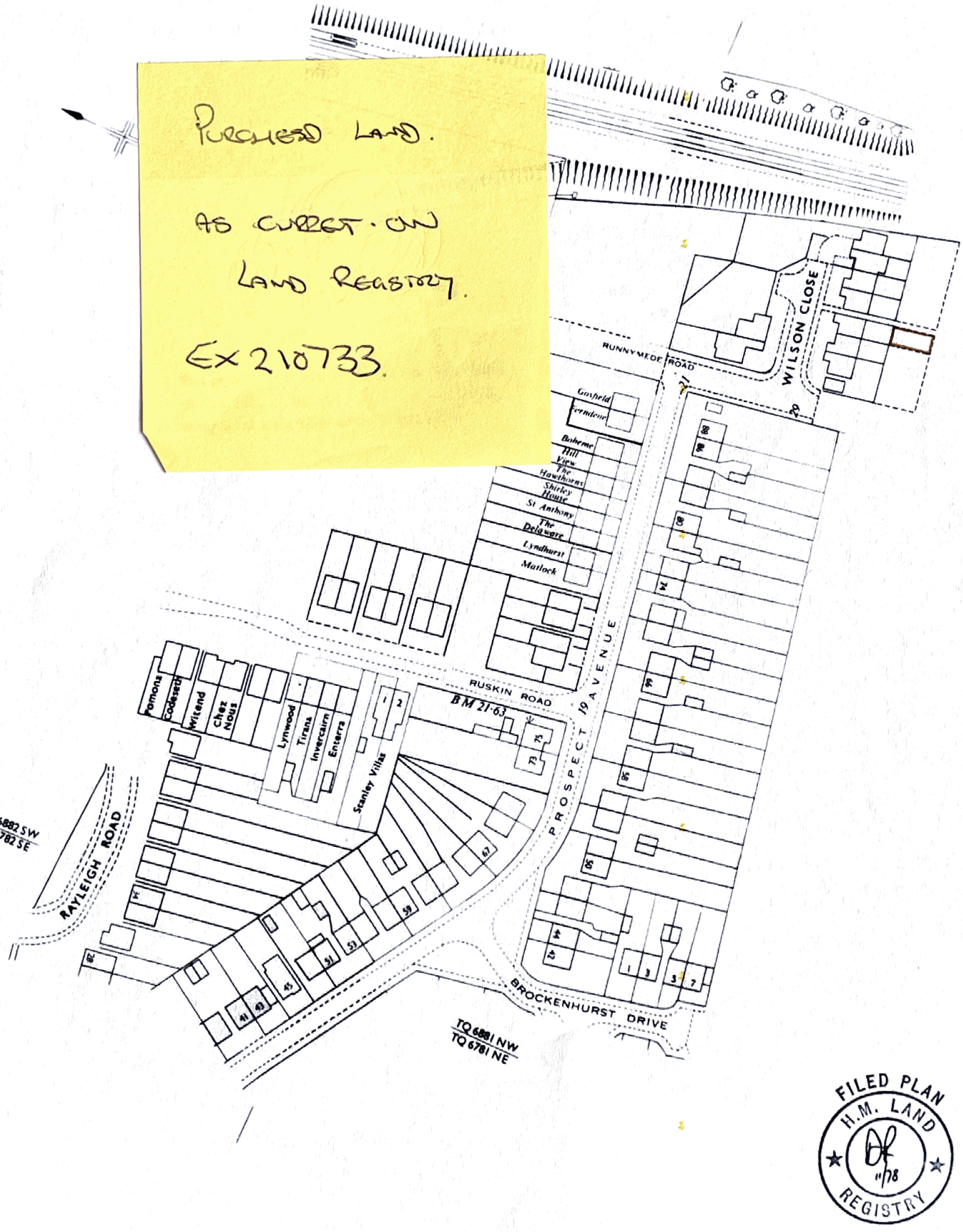
# H.M. LAND REGISTRY

| | | TITLE NUMBER | |
|---|---|---|---|
| | | EX210733 | |
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1976 |

Purchased Land.

As current on Land Registry.

Ex 210733.




FILED PLAN H.M. LAND REGISTRY 11/78



This official copy is incomplete without the preceding notes page.

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

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

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

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

This official copy is issued on 22 August 2016 shows the state of this title plan on 22 August 2016 at 12:27:52. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the Land Registry, Peterborough Office .

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9th MAY 2016

New fencing erected, old removed by Essex fencing

**From:** Richard Butcher [mailto:lumpy99uk@yahoo.com]
**Sent:** 04 July 2016 20:26
**To:** Laura Butcher
**Subject:** Land at the rear

Hi Laura

Here are a couple of pictures of the documents we have regarding the land to the rear of our house, we wonder if you get time you can have a look at them just to make sure we do own it all above board (to your knowledge)

Please see below pics. Pic 1 (EX 296977) was the land registry before we moved in & any money's was paid for the land Dated 2006.

Thank you so much

Richard

Sent from my Samsung Galaxy smartphone.

Please consider the environment before printing this email

Please note that Osborne Clarke converted to a limited liability partnership on 31 October 2015.

Osborne Clarke LLP is a limited liability partnership registered in England and Wales with registered number OC397443 whose registered office is at One London Wall, London EC2Y 5EB. It is authorised and regulated in the UK by the Solicitors Regulation Authority (SRA) and is registered as a recognised body with SRA number 619990. More information about Osborne Clarke LLP can be found on our website here.

The term 'partner' refers to a member of Osborne Clarke LLP. A list of members of Osborne Clarke LLP and their professional qualifications is available for inspection at the registered office. Any advice given by any individual member, employee, or consultant is the responsibility of Osborne Clarke LLP and not the individual.

Osborne Clarke LLP is part of an international legal practice.

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This email is confidential and may also be privileged. It is intended for the use of the addressee only except where the email states it can be disclosed: if you receive this email in error, please accept our apology and delete it.

**Butcher Kay**

**From:** Richard Butcher <lumpy99uk@yahoo.com>
**Sent:** 08 July 2016 13:37
**To:** Butcher Kay
**Subject:** Fwd: RE: Land at the rear



Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Laura Butcher <laura.butcher@osborneclarke.com>
Date: 07/07/2016 14:13 (GMT+00:00)
To: Richard Butcher <lumpy99uk@yahoo.com>
Subject: RE: Land at the rear

I have split up my suggestions into two sections, firstly dealing with Title Ex…977 (the former path which has effectively become part of the property by being incorporated into the garden) and secondly regarding Ex…733.

Ex…977 – unregistered

According to the letter dated 19th July 2011 from MRP Solicitors, this section land is unregistered. Therefore, the best way to proceed is probably to make a claim based on Adverse Possession (sometimes known as 'squatting', although is not as negative as this nickname might suggest). Because the piece of land is unregistered, the law that deals with this is the Limitation Act 1980. How this works is that there must be no 'shared' occupation of the land between you and your neighbours (Powell v McFarlane and Another). You, and only you, must have occupied it (which seems the case considering it has become part of your garden). Essentially, by having 'exclusive possession' for 12 years, you acquire (if you didn't have before) a right to the land! Particularly, s 15 (1) of Limitation Act 1980 confirms that after 12 years of adverse possession of the land, any other claims, such as those from your neighbours, to the land are extinguished.

There seems to be some similarities between your circumstances and Buckinghamshire County Council v Moran 1990 (don't be put off by the date of the case, this is still valid law). Here, the council put a border up between two properties, but left unfenced the border between the two neighbours. In the late 1960s, the predecessor took over maintenance of the 'middle-ground' plot, mowing the grass etc. This appears to work in your favour, as when you took over the property from Ms Childs, there is also an indication that her predecessor, Mr Wade, also occupied this piece of land. Moreover, in the Buckinghamshire case, there was a lock added to the gate so that neighbours could not access it. This again, seems similar to your instance in that you asserted possession of the land, and have now yourselves added a lock!

The concerns highlighted by MRP Solicitors in the July 2011 solicitors may not be realised. It is likely to be unproblematic that the possession period of 12 years has been shared by various people. Powell v McFarlane confirmed that possession can be exercised 'on behalf of several persons jointly.'

Therefore, assuming that this title is still unregistered, the impact of the 12 years means that any claim that your neighbour might have had is destroyed, and that you can apply to be the registered owner!

Ex…733 - registered

This issue appears to be a little bit more difficult, particularly so because this piece of land is registered. Therefore, instead of simply having open and exclusive possession of the land for 12 years, and being entitled as of right to the land, with registered land, there is a period of 10 years which must pass before you can APPLY to be legal owner of the land, this is not guaranteed though.

However, this might not be a problem if this land was included in the sale, Since I think it was, then you have the right to exclude others (ie your neighbours) from crossing the land, subject to any restrictive covenants (can be best understood as 'burdens' on the land). Even if your neighbours had been walking across it for 10 years (which it seems as if they haven't – this is only a recent development), they would only be entitled to apply to become registered owners of the land, and you would simply have to serve a counter-notice to undermine and effectively destroy this claim!

It seems likely in both instances, that you do (either because you purchased it or you have acquired it by adverse possession) own the land! Woohoo!!!!!!

**Laura Butcher**
Immigration Manager
for Osborne Clarke LLP
Osborneclarke.com

E Laura.Butcher@osborneclarke.com
T + 44 207 105 7250
M + 44 7500 815 775

One London Wall, London EC2Y 5EB or DX 466 London

**Butcher Kay**

**From:** Richard Butcher <lumpy99uk@yahoo.com>
**Sent:** 08 July 2016 13:37
**To:** Butcher Kay
**Subject:** Fwd: RE: Land at the rear

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Laura Butcher <laura.butcher@osborneclarke.com>
Date: 07/07/2016 14:13 (GMT+00:00)
To: Richard Butcher <lumpy99uk@yahoo.com>
Subject: RE: Land at the rear

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It seems likely in both instances, that you do (either because you purchased it or you have acquired it by adverse possession) own the land! Woohoo!!!!!!

**Laura Butcher**
Immigration Manager
for Osborne Clarke LLP
Osborneclarke.com

.....

E Laura.Butcher@osborneclarke.com
T + 44 207 105 7250
M + 44 7500 815 775

One London Wall, London EC2Y 5EB or DX 466 London

.....

1st AUGUST 2016

OLD SHED REMOVED +

BACK OF GARDEN

CLEARED BY

DEAN.

M. Reynolds Partnership
Solicitors and Mediators

24 London Road,
Grays, Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web: www.mrpsolicitors.co.uk

15 AUG 2016

Penmans
DX 34603 Stanford le Hope

By Post and Fax: 01375 641107

- Your ref: MDH.JD.48104/HAY
- Our ref: EA EW BUTCHER 14617.2
- Date: 12 August 2016

Dear Sirs,

**Re; Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We have been instructed by Mr and Mrs Butcher in relation to your letter of the 9th August 2016. We will revert to you once we have had an opportunity to look into the matter.

Yours faithfully,

M REYNOLDS PARTNERSHIP

Community Legal Service
resolution specialist
The Law Society Accredited Family Mediation
The Law Society Accredited Conveyancing Quality
The Law Society Accredited Wills & Inheritance Quality

Partners:
Margaret Reynolds
Heather Millane
Harjinder Mann LLB (Hons)
Simon Nykerk L.C
Elena Andreadis LLB (Hons)
Pauline Thomas
Wills Advisor

**I VIVIENNE CHILDS** of 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. I purchased the property 6 Wilson Close, Stanford le Hope, Essex, SS17 0LA on the 10th January 2007 which property is registered at the HM Land Registry under title number EX296977 and EX210733 (the Property).

2. The filed plan to title number EX296977 shows a passage way to the rear of that title coloured brown on the enclosed plan and marked 'A'. The passage way is no longer in existence and the land actually forms part of the garden and has done so throughout the period of my ownership and the ownership of my predecessor Frank John Wade who acquired the garden land to the rear of the passage way in 1984 at which time the land was incorporated in the overall garden.

3. I have occupied the property including the passage way since the date of my purchase and have been in full and undisturbed possession and enjoyment of it continuously without any claim adverse to my title.

4. The facts stated in this declaration are in my own knowledge.

**AND I MAKE** this solemn declaration conscientiously believing it to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

**DECLARED** by the above named

at Grays

in the County of Essex

this 26th day of July 2011

before me,

A Commissioner for Oaths/Solicitor

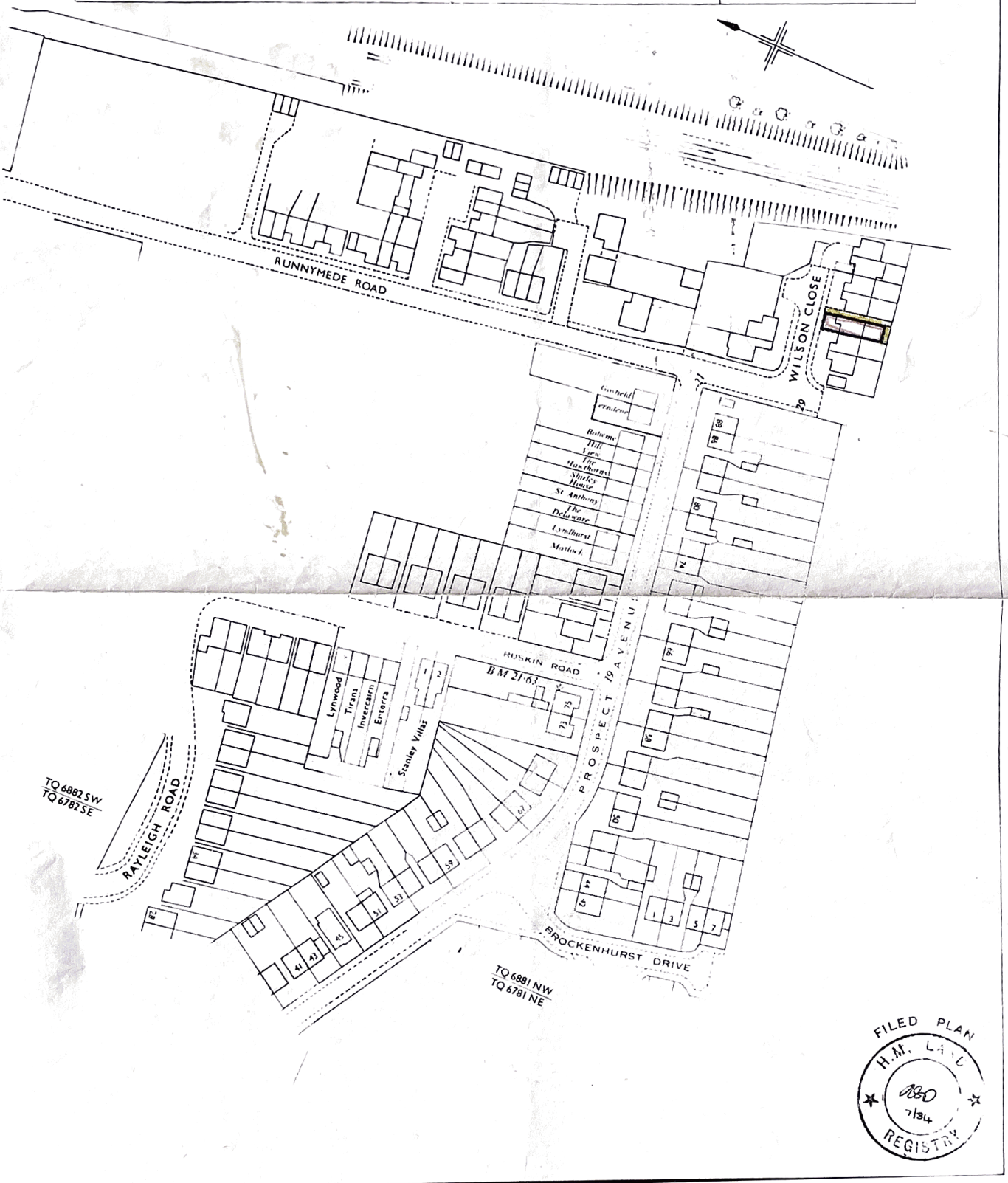
Attwood & Co.
20 London Road
Grays, Essex
RM17 5XY

# H.M. LAND REGISTRY

TITLE NUMBER

**EX296977**

| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1 1250 |
|---|---|---|---|
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




FILED PLAN H.M. LAND REGISTRY 1980 7/84

0183010002

This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground.
For more information see Land Registry Public Guide 7 - *Title Plans*.
This official copy shows the state of the title plan on **9 November 2006** at **15:46:33**. It may be subject to distortions in scale.
Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
Issued on 9 November 2006.
© Crown copyright. Produced by HMLR. Further reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD272728.
This title is dealt with by the **Peterborough District Land Registry.**

Hearer. 0 390 239

Land Registry

# Official copy of register of title

Title number EX296977 | Edition date 12.10.2015

- This official copy shows the entries on the register of title on 12 AUG 2016 at 14:37:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Aug 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Peterborough Office.

## A: Property Register

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

THURROCK

1 (25.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Wilson Close, Stanford-le-Hope (SS17 0LA).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 27 February 1969 made between (1) J. Thom Limited (Vendor) (2) Cyril Ronald Hogger and (3) Ronald William Wade and Joan Evelyn Wade (Purchasers):-

"TOGETHER ALSO with (a) a right of way for all purposes over and along the estate roads leading from its junction with Prospect Avenue at Stanford-Le-Hope aforsaid to the property hereby conveyed until the same shall become a highway repairable by the inhabitants at large (b) a right of way on foot only over and along the passageway coloured green on the said plan the Purchasers and their successors in title being responsible for a proportionate part of the cost of keeping the same in good repair and condition and (c) the right for the Purchasers in common with all other persons having the like right to use all the sewers drains watercourses pipes conduits cables and wires now or hereafter within eighty years from the date hereof to pass under or over any of the adjoining and neighbouring land comprised in the Vendors Estate Together with all easements and rights proper for the repair inspection and reinstatement of the same but subject to the Purchasers paying a fair proportion according to use of the cost of repairing maintaining and reinstating the same in common with all others for the time being entitled to use the same EXCEPT AND RESERVING unto the Vendor and its successors in title and assigns the owner or owners for the time being of the remainder of the land comprised in the Estate the full and free right of use of all sewers drains watercourses pipes conduits cables and wires now or hereafter within Eighty years from the date hereof passing under or over the property hereby conveyed or at any part therof and also the free passage and running of water and soil to and from all parts of the Estate Together with all easements and rights proper for the repair inspection and reinstatement of the said sewers drains watercourses pipes conduits cables and wires but so that the person entering shall make good all damage to the surface of the property hereby conveyed occasioned thereby"

NOTE: The passageway coloured green referred to is tinted brown on the

# A: Property Register continued

filed plan.

3 The Conveyance dated 27 February 1969 referred to above contains the following provision:-

"4. IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or any other purpose of any adjoining or neighbouring property of the Vendor."

# B: Proprietorship Register

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

## Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX210733 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

# C: Charges Register

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

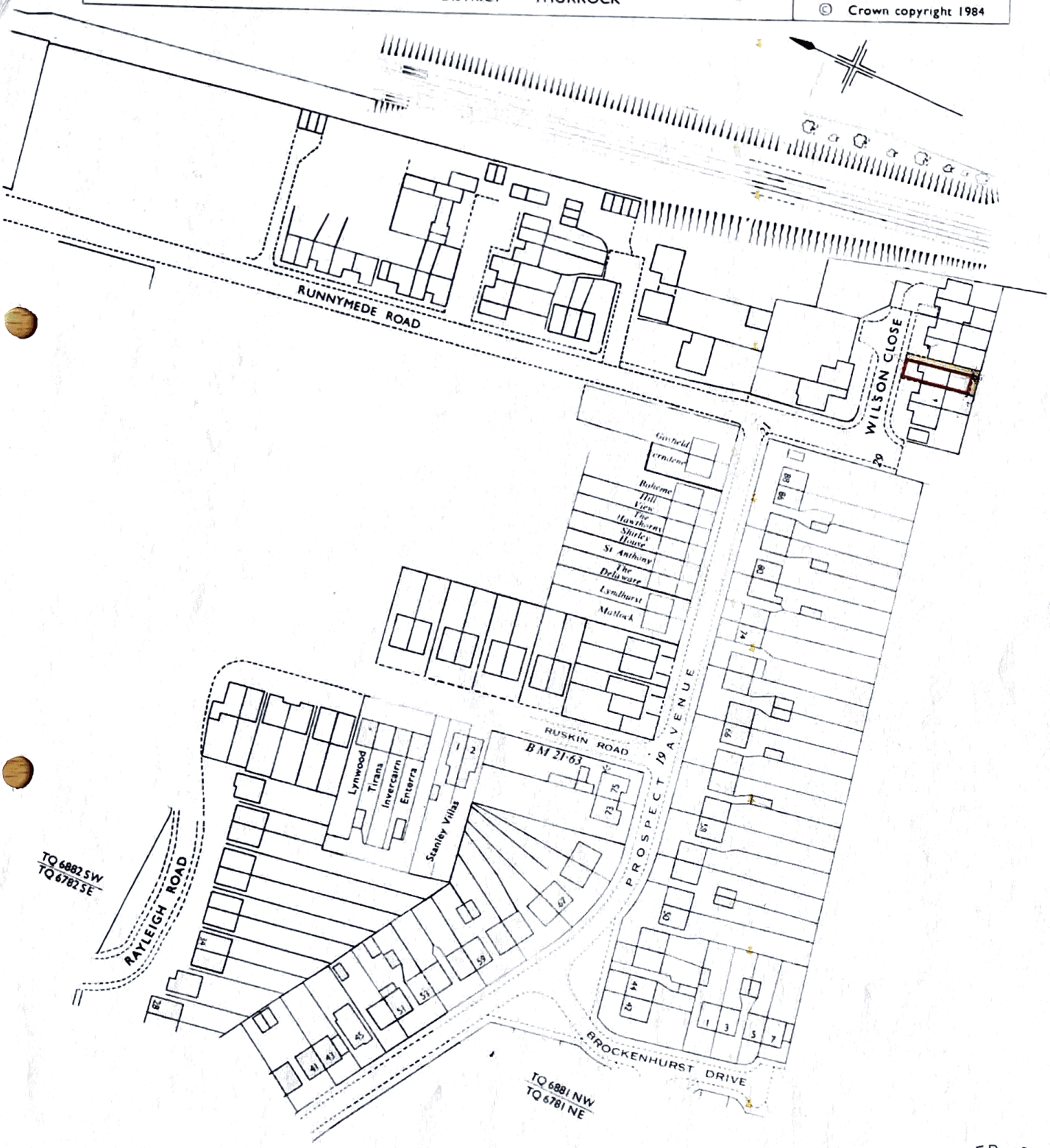
1 (12.10.2015) REGISTERED CHARGE dated 7 September 2015 affecting also title EX210733.

2 (12.10.2015) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

## End of register

# H.M. LAND REGISTRY

| | | TITLE NUMBER | |
|---|---|---|---|
| | | EX296977 | |
| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1984 |




FILED PLAN H.M. LAND REGISTRY 7/84



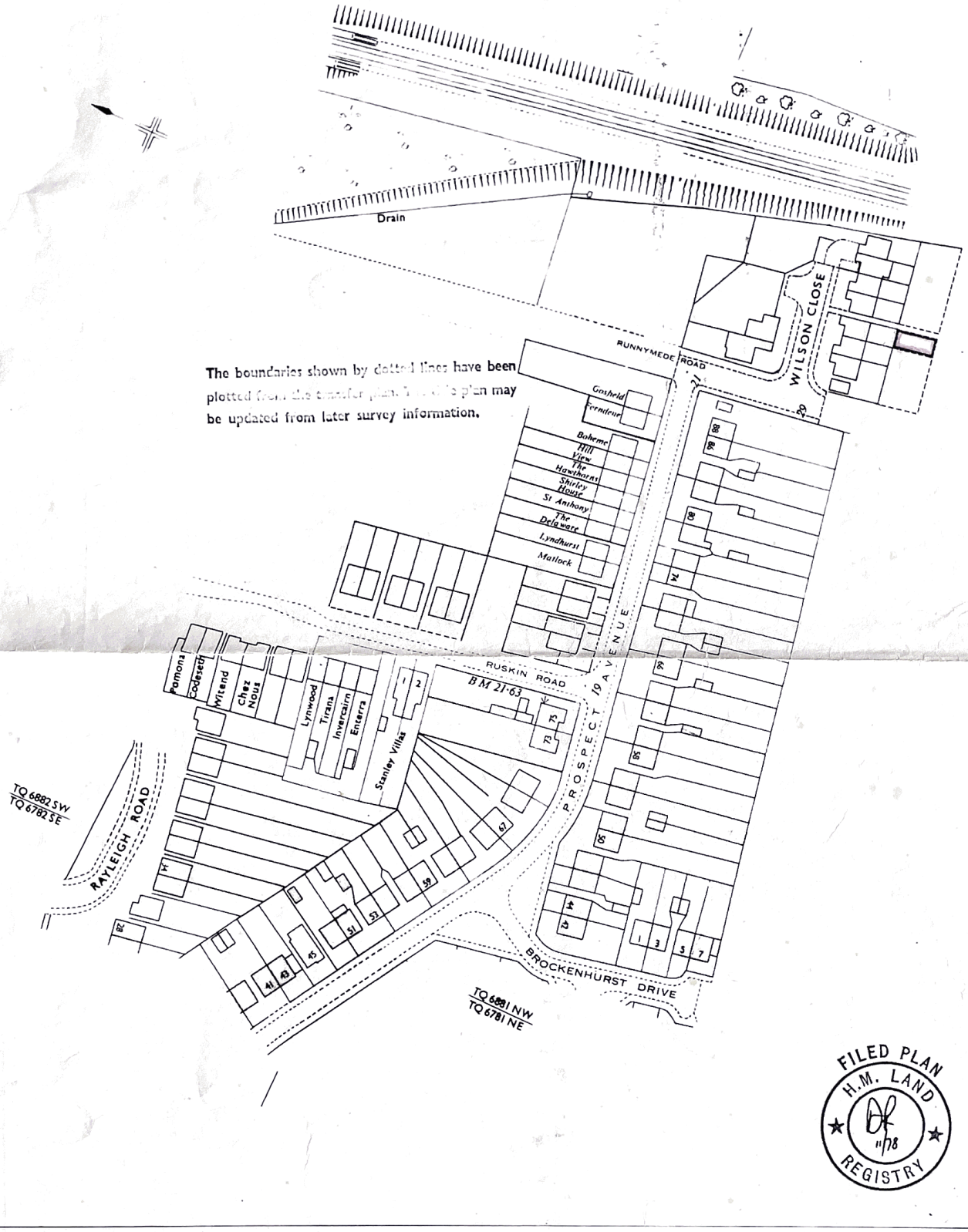
This official copy is incomplete without the preceding notes page.

# H.M. LAND REGISTRY

TITLE NUMBER

**EX210733**

| ORDNANCE SURVEY PLAN REFERENCE | TQ 6881 | SECTION B | Scale 1/1250 |
|---|---|---|---|
| COUNTY ESSEX | DISTRICT THURROCK | | © Crown copyright 1976 |




FILED PLAN H.M. LAND REGISTRY 11/78


**This official copy is issued, and shows the state of this title plan, on 15 June 2011 at 10:13:29.**
is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
**This title is dealt with by Land Registry, Peterborough Office.**
Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence number 100026316.

M R P

# M. Reynolds Partnership
Solicitors and Mediators

24 London Road,
Grays, Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web: www.mrpsolicitors.co.uk

Mr and Mrs R Butcher
6 Wilson Close
Stanford le Hope
Essex
SS17 0LA

Your ref:
Our ref: EA EW BUTCHER 14617.2
Date: 12 August 2016

Dear Mr and Mrs Butcher,

**Re: Dispute- Right of Way 6 Wilson Close, Stanford le Hope, Essex**

Thank you for instructing this firm to handle the above matter. I and everyone here at the firm will do our best to see that everything proceeds as smoothly as possible.

**Responsibility for your matter**

I am a Solicitor in this firm and I shall carry out most of the work in this matter personally but you can also contact any one of my secretaries who will be familiar with the file. If she is unable to help you she will be pleased to take a message for you. The Partner of this firm responsible for the client care of this matter is Heather Millane.

**Our fees**

My firm's fees and other expenses are as follows:-

| **Costs** | |
|---|---|
| Costs including VAT | £240.00 |
| Disbursements | £20.00 |
| **TOTAL** | **£260.00** |

The charges that we will be making in this matter as set out above cover the work we have been instructed to undertake. If we are instructed to undertake further work we should need to make additional charges and I would provide you with an estimate of what they would be.

The charges set out above are an estimate based on the information that I have at present and I will inform you in writing if any difficulties arise or if anything occurs which makes it necessary to revise this estimate.

Should this matter not be carried through to completion then a charge will be made in respect of the work that has already been completed. VAT would be payable on that amount and you would also be billed for any expenses incurred. Depending on the amount of work done

this may be a small proportion of the charges set out above or may be almost the full amount. In any event it will not exceed the estimate given.

**Proof of Identity**

The Law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people who are associated with them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the Law we need to obtain evidence of your identity as soon as possible. I enclose a memorandum which details the documentation we require and I would be grateful if you would attend the office personally bringing with you the memorandum and appropriate evidence. If you are unable to come into the office personally, please contact me as soon as possible to discuss other ways to verify your identity.

**Our liability to you**

Our accompanying terms of business includes provisions limiting our liability to you. It is particularly important that you read and understand these provisions and let me know if you are not content with their affects.

**Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there are monies owing to us for our charges and expenses.

**Next steps**

Please let me have the following:-

* The enclosed instruction questionnaire duly completed

* Produce satisfactory evidence of identity as required above

* A sum of £100.00 on account of our costs

Barclays Bank Plc
Client Account
Sort Code: 20-34-69
Account Number:50657182

**IMPORTANT: Please quote your surname as reference.**

Our firm's bank details will not change during the course of the transaction- to combat any fraud and to avoid hacking, if you receive any notification that the account has changed please contact us immediately.

**Any concerns**

M Reynolds Partnership is committed to provide a high quality service and would not wish to think that you would have any reason to be unhappy with us. If you are not happy with our service, please raise the problem with me or if you prefer, our complaints partner Heather Millane. The Terms of Business contains more information on this subject including your options if you are not satisfied with our handling of your complaint.

This letter and our accompanying Terms of Business together set out the basis on which we will act for you. Please read them carefully. By signing and returning the enclosed instruction questionnaire, you will be indicating your agreement to proceed on this basis. Alternatively please let me know if you have any queries or concerns.

I await to hear from you.

Yours sincerely,

**ELENA ANDREADIS**
**M REYNOLDS PARTNERSHIP**

**Subject:** Fw: Right of way at 6 Wilson Close

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:52

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Richard Butcher" <lumpy99uk@yahoo.com>
**To:** "eandreadis@mrpsolicitors.co.uk" <eandreadis@mrpsolicitors.co.uk>
**Cc:**
**Sent:** Sun, 14 Aug 2016 at 12:46
**Subject:** Right of way at 6 Wilson Close

Dear Elena

Thank you for acting on our behalf. We moved to 6 Wilson Close in August 2011, at the time the whole garden including the very back which our neighbour Mrs Hayes now states is her right of way was very over grown. The weeds and stinging nettles were at this time over knee high to the back of thre garden.
In the past 5 years we have concentrated our monies on the decoration of interior of our property, then 6 months ago we mentioned to Mrs Hayes and her son that we are planning on erecting new fencing as all the previous fencing was rotten and most of the panels had fallen down/been taken down by us. There was no fencing across the said right of way at this time. Due to us having very narrow hall ways to both our house and Mrs Hayes house we suggested putting a large gate at the back of our garden for her use for the delivery of bulky furniture that could not fit through the front of her house Whitch at the time both Mrs Hayes and her son were happy and thankful for, although at the time they stated they usually had large bulky deliverys come through the garage at the front of there house with no problem. Soon after this discussion 6 months ago and pathway was cleared by Mrs Hayes to the back of our garden whilst we were both at work Whitch soon over grew with weeds until April 2016 when we paid to have it all cleared with the rest of our garden waste as we have plans for a summer house. In May 2016 we had our new fencing and posts erected with 2 gates with a padlock on each one for security, this was when Mrs Hayes mentioned that she thinks that this could be here right of way and demanded her own key to the pad lock for her use when ever she needed it so she could have her garden waste bin in her garden and could have access to bring her waste bin back and forth every week for the bin me to collect , since we have lived here her garden bin has always been with the other bins at the front of her house. A neighbour 2 doors away knocked on our door also suggesting about him building a walk way at the back of our garden for Mrs Hayes to use, we declined as we had a gate specifically paid for, for her use for deliverys. Nothing more was said until we received a letter from Mrs Hayes solicitors following the removal of our old shed on Monday 1st August in preparation for our plans. My wife and I both work shifts and have only seen Mrs Hayes use the back of our garden as a right of way twice, when she appeared in our garden with garden waste uninvited when we we're gardening and relaxing this is when she said she wanted a key to the padlock and demanded that this gate was open for her, we did confirm that she only had to knock and we would open that gate for her whenever she needed to have access.

Yours sincerely

Richard & Kay Butcher

Sent from my Samsung Galaxy smartphone.

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Richard & Kay Butcher

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Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web: www.mrpsolicitors.co.uk

24 AUG 2016

Penmans
DX 34603 Stanford le Hope

- Your ref MDH.JD.48104/HAY
- Our ref: EA RP BUTCHER 14617.2
- Date: 23 August 2016

Dear Sirs,

**Re: Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We write further to your letter to your letter addressed to our clients of the 9th August. We have now had an opportunity of looking into the matter and enclose a Statutory Declaration sworn by the Registered Proprietor when our clients purchased the property in 2011, wherein you will see that Vivienne Childs states that the passageway was no longer in existence and the land actually forms part of her garden throughout her period of ownership and the ownership of her predecessor Frank John Wade who acquired the garden land to rear of the passageway in 1984 , when the land was incorporated into the overall garden.

You will note that your client had already lived at the property for twenty eight years when the Statutory Declaration was entered into.

It can therefore be proven that your client has not exercised her right of way for a considerable amount of time and we consider that your client has now abandoned this right.

Notwithstanding the above, our client is happy for your client to exercise her right of way on notice ie she may knock on their door and request them to open the gate for her and they will be more than happy to grant her reasonable access.

You will note that your clients right of way does not stipulate she has a right of way 'at all times and for all purposes'.

Your client will appreciate that to allow her to use their garden without notice would greatly affect their privacy and quiet enjoyment of their land which would be unreasonable.

Yours faithfully,

M REYNOLDS PARTNERSHIP

+ include that if she has used it, it has not been openingly which does enot an easement.

Community Legal Service
resolution specialist
The Law Society Accredited Family Mediation
The Law Society Accredited Conveyancing Quality
The Law Society Accredited Wills & Inheritance Quality

Partners:
Margaret Reynolds
Heather Millane
Harjinder Mann LLB (Hons)
Simon Nykerk L.C
Elena Andreadis LLB (Hons)
Pauline Thomas
Wills Advisor

M. Reynolds Partnership
Solicitors and Mediators

24 London Road,
Grays, Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web: www.mrpsolicitors.co.uk

8 SEP 2016

Penmans
DX 34603 Stanford le Hope

- Your ref: MDH.JD.48104/HAY
- Our ref: EA MR RHT BUTCHER 14617.2
- Date: 6 September 2016

Dear Sirs,

**Re: Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We refer to our letter of the 23rd August 2016 to which I have not received any response and perhaps you would please confirm that your client accepts the situation as outlined in the said letter and whether your client is happy to be able to exercise the right of way on giving prior notice.

We await hearing from you.

Yours faithfully,

M REYNOLDS PARTNERSHIP

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Partners:
Margaret Reynolds
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Simon Nykerk L.C
Elena Andreadis LLB (Hons)
400 Pauline Thomas
Wills Advisor

Fax

M. Reynolds Partnership
Solicitors and Mediators

24 London Road
Grays, Essex
RM17 5XY
DX 54009 Grays

Tel 01375 390 757
Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web www.mrpsolicitors.co.uk

Penmans
DX 34603 Stanford le Hope

BY FAX ONLY: 01375 641107

Your ref: MDH.JD.48104/HAY

Our ref: EA LC BUTCHER 14617.2

Date: 19 September 2016

Dear Sirs,

**Re; Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We refer to our letter of 6th September to which we note we have not received a response.

If we do not hear from you by close of business on Friday the 23rd September 2016, we shall consider that the matter has been resolved and we shall close our file accordingly.

Yours faithfully,

M REYNOLDS PARTNERSHIP

Community Legal Service
Family Mediation
Conveyancing Quality
Wills & Inheritance Quality
Margaret Reynolds
Heather Milane
Simon Nykerk
Elena Andreadis
Pauline Thomas

M. Reynolds Partnership
Solicitors and Mediators

[illegible]
Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk
Web: www.mrpsolicitors.co.uk

Penmans
DX 34603 Stanford le Hope

BY FAX: 01375 641107

Your ref: MDH.JD.48104/HAY
Our ref: EA LC BUTCHER 14617.2
Date: 3 October 2016

Dear Sirs,

**Re; Right of Way over 6 Wilson Close, Stanford le Hope, Essex**

We refer to our letter of 19th September 2016 and our telephone call to your office on 29th September upon which we are still awaiting the courtesy of a response.

Our client would like a definitive response from you and we should be obliged if you would now confirm that this is the case as a matter of urgency as our client is anxious and is telephoning this office persistently.

Yours faithfully,

M REYNOLDS PARTNERSHIP

3rd OCTOBER 2016

Summer house concrete base erected by Dean

Gerard Buggle LL.B (Hons)
Michael Hornby

Julia Clark (Conveyancing Manager)

Judith B. Curley Soc.LC (Licensed Conveyancer)
Susan Bond (Licensed Conveyancer)

# Penmans

**Solicitors and Commissioners for Oaths**

**Stanhope House**
**High Street**
**Stanford-le-Hope**
**Essex SS17 0HA**

**DX: 34603 Stanford-le-Hope**
**Fax: (01375) 641107**
**email: stanford@penmanslaw.co.uk**
**Tel: (01375) 677777 (4 lines)**

M.Reynolds Partnership
DX: 54009
GRAYS

By Fax: 01375 391 808

Our ref: MDH.JW.48104/HAY

Your ref: EA LC BUTCHER 14617.2

WITHOUT PREJUDICE EXCEPT AS TO COSTS

5 October 2016

SECOND LETTER

Dear Sirs

**Re: Right of Way over 6 Wilson Close, Stanford-le-Hope, Essex**

Further to our letter of even date, we can readily understand that your client would not want our client to exercise her right of way across the middle of your client's property and that any exercise of a right of way by our client should afford your client maximum privacy. It is regrettable that your client should act in such a manner, when no doubt a simple neighbourly discussion could have resolved matters.

In an effort to compromise the matter, our client would be willing to agree to the extinguishment of the right of way running through the middle of your client's property, subject to a formal grant of a right of way over the piece of land at the very rear of your client's property which was previously enjoyed. This will be on condition that your client will be responsible for our client's legal costs plus the relaying of the slabs over the right of way.

Yours faithfully

Penmans Solicitors

In the event of a transmission problem, please telephone (01375) 677777.
This fax is private and confidential between the above firm and the addressee; in the event of mis-direction the recipient is prohibited from using, copying or disseminating it or any information contained in it. Please notify us of any such mis-direction.

Our office hours are 9.00am to 1.00pm and 2.00pm to 5.00pm Monday to Friday.

**Elena Andreadis**

**From:** Janice Wiggins <J.Wiggins@penmanslaw.co.uk>
**Sent:** 06 October 2016 15:07
**To:** Elena Andreadis
**Subject:** Right of Way over 6 Wilson Close, Stanford-le-Hope, Essex
**Attachments:** Photographs (Right of Way 6 Wilson Close).pdf

**Importance:** High

Our ref: MDH.JW.48104/HAY
Your ref: EA LC BUTCHER 14617.2

Dear Sirs

Further to our telephone conversation, we attach photographs showing the gate at the rear of our client's property leading onto the access, which has been enjoyed since 1984 and which your client is now impeding. You will see that the access is two paving slabs' wide. In addition, your client has put a fence and gate, which prevents our client having access to the side. We require this access to be reinstated, the paving slabs replaced, then in consideration of such and the payment of all costs, our client is willing to agree to the extinguishment of the existing legal right of way running through the middle of your client's property and the formal grant of the right of way over the rear of your client's property. We believe the right of way is between 3 foot 6 inches and 4 foot wide. So that this matter can be kept on a proper basis, will you please request your client to deal through the Solicitors and not our client. – She made contact with us

Yours faithfully

Penmans
Stanhope House, High Street, Stanford –le-Hope, Essex, SS17 0HA
Tel: 01375 677777 Fax: 01375 641107 DX: 34603 STANFORD-LE-HOPE
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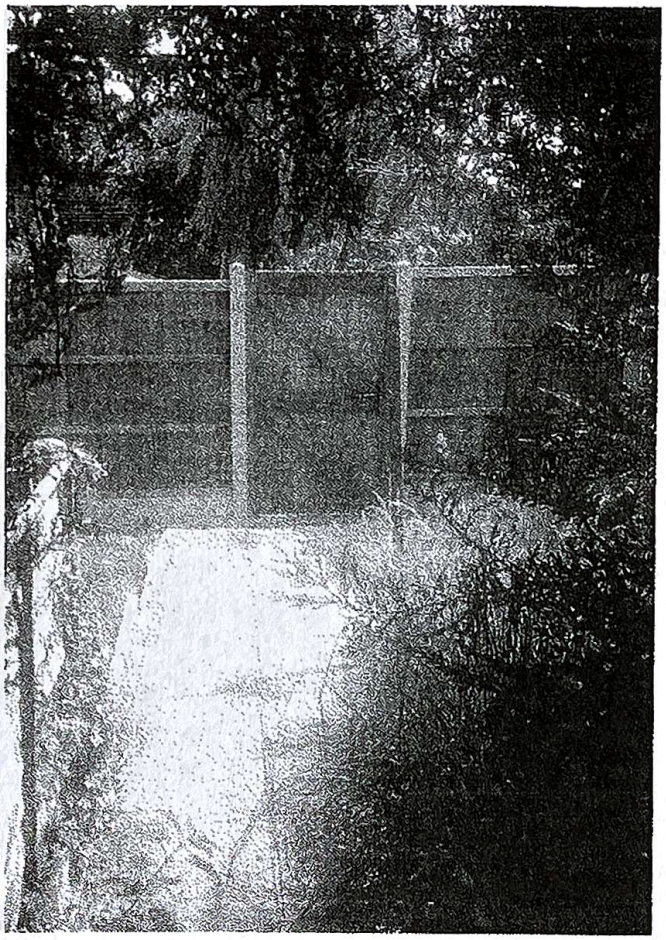



These are old photo's ~~before~~ when our man started to remove rubble, trees, bushes etc in August 2016.

**Penmans Solicitors**
**Stanhope House**
**High Street**
**Stanford Le Hope**
**Essex**
**SS17 0HA**

**Richard and Kay Butcher**
**6 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**EA LC BUTCHER 14617.2**

**Your Ref no. MDH.JD.48104/HAY**

**01 November 2016**

Dear Penmans Solicitors

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Our apologies for the unorthodox, direct approach but after careful consideration we are reluctant to spend any immediate additional monies on this Right of Way Dispute, on-going for months now.

Both parties continue to argue the same, *by predecessors or otherwise, a right to the land itself has been acquired.* Unfortunately, neither parties' position has altered since August; we are no further forward; and, we are going around in circles. This is unfortunate.

To confirm, we are increasingly confident in the position with respect to Our Land. Your client has not proven otherwise. Whilst, as an example (only), we have disclosed written legal declarations.

In addition to our existing Solicitor, M Reynolds, whom you are familiar, we have since sought a second opinion via Osborne Clarke LLP. They are on standby should this matter reach litigation, if triggered by your client. Still, we are very much hoping this can be avoided for the sakes of both parties in terms of costs but, more importantly, in the interest of salvaging a positive relationship with our neighbour of proximity. We are genuinely saddened by this dispute with Mrs. Hayes.

We would like to take this opportunity to kindly remind your client, via you, that this dispute arose because my wife came home after a long day at work as a nurse to find her in our garden. Steps were therefore taken to ensure our rights to privacy and, the security of our property.

We are reasonable hard working people. Our offer to extend a key as and when required but with prior notice, remains. Your client simply need knock on our door to unlock the gate, furnishing her with the desired access.

We therefore kindly request your client to reconsider her position on continuing this dispute with consideration made to the initial circumstances surrounding the dispute; the doctrine of reasonableness; and our continued efforts to reach a resolution as soon as possible.

Going forward, please direct any future correspondence to us directly at, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA; or [redacted].

Yours faithfully



Mr and Mrs Butcher

M R P

# M. Reynolds Partnership
## Solicitors and Mediators

24 London Road,
Grays, Essex
RM17 5XY
DX 54009 Grays

Tel: 01375 390 239
Fax admin: 01375 391 808
Fax Family: 01375 399 101

Email: admin@mrpsolicitors.co.uk
family@mrpsolicitors.co.uk

Web: www.mrpsolicitors.co.uk

Mr and Mrs R Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Your ref:

Our ref: EA LC BUTCHER 14617.2

Date: 7 November 2016

Dear Mr and Mrs Butcher,

**Re: Right of Way 6 Wilson Close**

I now enclose my firm's bill in the sum of £393.00 inclusive of VAT of which you have already paid £100.00 and therefore the balance due will be £293.00.

Penmans have emailed me to ask if they should now write to you directly and I have confirmed that they should as we are no longer instructed in this matter.

I take this opportunity of wishing you all the best for the future and a successful resolution of this matter accordingly.

Yours sincerely,

**Elena Andreadis**
**M REYNOLDS PARTNERSHIP**

Enc

Community Legal Service
resolution specialist
The Law Society Accredited Family Mediation
The Law Society Accredited Conveyancing Quality
The Law Society Accredited Wills & Inheritance Quality

Partners:
Margaret Reynolds
Heather Millane
Harjinder Mann LLB (Hons)
Simon Nykerk L.C
Elena Andreadis LLB (Hons)
Pauline Thomas
Wills Advisor



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**Penmans Solicitors**
**Stanhope House**
**High Street**
**Stanford Le Hope**
**Essex**
**SS17 0HA**

**Richard and Kay Butcher**
**6 Wilson Close,**
**Stanford Le Hope,**
**Essex**
**SS17 0LA**

**EA LC BUTCHER 14617.2**

**Your Ref no. MDH.JD.48104/HAY**

**19th December 2016**

Dear Penmans Solicitors

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Further to our letter dated, 01 November 2016, we are yet to hear back from you with respect to the above aforementioned dispute, on-going since August 2016. This lack of response leads us to believe the matter is now closed.

The purpose of this subsequent letter is to inform your client, via yourself, that we plan to continue works on our land in early 2017. Our previous offer to extend a key as and when required but with prior notice, remains. Your client simply need knock on our door to unlock the gate, furnishing her with the desired access.

Given the costs associated with our continued land project, it would be unreasonable for your client to wait until such time, before clarifying their intention to take litigation action, if triggered by your client, against us.

We will deem this matter to be fully closed, unless we are informed otherwise, on Friday 23rd December 2016.

Yours faithfully

Mr and Mrs Butcher

**Your Ref no. MDH.JD.48104/HAY**

**19th December 2016**

Dear Penmans Solicitors

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.**

Further to our letter dated, 01 November 2016, we are yet to hear back from you with respect to the above aforementioned dispute, on-going since August 2016. This lack of response leads us to believe the matter is now closed.

The purpose of this subsequent letter is to inform your client, via yourself, that we plan to continue works on our land in early 2017. Our previous offer to extend a key as and when required but with prior notice, remains. Your client simply need knock on our door to unlock the gate, furnishing her with the desired access.

Given the costs associated with our continued land project, it would be unreasonable for your client to wait until such time, before clarifying their intention to take litigation action, if triggered by your client, against us.

**Subject:** Fw:

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:54

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Richard Butcher" <lumpy99uk@yahoo.com>
**To:** "stanford@penmanslaw.co.uk" <stanford@penmanslaw.co.uk>
**Cc:**
**Sent:** Mon, 9 Jan 2017 at 17:06
**Subject:**

Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

Your Ref no. MDH.JD.48104/HAY

Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.

Dear Penmans Solicitors

(Updated copy)

Regarding our email dated 19th December 2017 (of whitch i got confirmation

you received) we are again yet to hear back from you for and on behalf of you client regarding above matter. We are therefore assuming this matter is now closed. However we should be greatfull of your written confirmation of this by Friday 13th January 2017, to this affect.

Mr and Mrs Butcher

Sent from my Samsung Galaxy smartphone.

Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

Your Ref no. MDH.JD.48104/HAY

Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA.
Dear Penmans Solicitors
(Updated copy)
Regarding our email dated 19th December 2017 (of whitch i got confirmation you received) we are again yet to hear back from you for and on behalf of you client regarding above matter. We are therefore assuming this matter is now closed. However we should be greatfull of your written confirmation of this by Friday 13th January 2017, to this affect.

Mr and Mrs Butcher

Sent from my Samsung Galaxy smartphone.

Dear Georgia Montague

Thank you for your email please find attached letters and enclosures

Many Thanks

Mr and Mrs Butcher

-------- Original message --------
From: Georgia Montague <G.Montague@penmanslaw.co.uk>
Date: 11/01/2017 17:14 (GMT+00:00)
To: "'lumpy99uk@yahoo.com'" <lumpy99uk@yahoo.com>
Subject: Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Mr and Mrs Butcher,

We acknowledge receipt of your email dated 10th January and apologise for the delay in dealing with your previous emails but the writer has just returned to the office following illness.

Our client's position is quite clear as set out in our letters to Margaret Reynolds both dated the 5th October 2016. We assume that these have already been sent to you by Margaret Reynolds but if not we attach copy for your information and will be pleased to receive your comments. In view of the complexity of the law on such matters we do recommend that you seek legal advice or alternatively comply with our request.

Yours sincerely

M D Hornby

Penmans
Stanhope House, High Street, Stanford –le-Hope, Essex, SS17 0HA
Tel: 01375 677777 Fax: 01375 641107 DX: 34603 STANFORD-LE-HOPE
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3 Attachments View all | Download all





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Reply Reply to All Forward More

**Richard Butcher** Sent from my Samsung Galaxy smartphone. -------- Orig 16/01/17 at 7:24 PM

**Richard Butcher** <lumpy99uk@yahoo.com> 16/01/17 at 7:33 PM
To Georgia Montague

Dear Georgia Montague

Thank you for your email please find attached letters and enclosures

Many Thanks

Mr and Mrs Butcher

-------- Original message --------
From: Georgia Montague <G.Montague@penmanslaw.co.uk>
Date: 11/01/2017 17:14 (GMT+00:00)
To: "'lumpy99uk@yahoo.com'" <lumpy99uk@yahoo.com>
Subject: Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Mr and Mrs Butcher,

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Our client's position is quite clear as set out in our letters to Margaret Reynolds both dated the 5th October 2016. We assume that these have already been sent to you by Margaret Reynolds but if not we attach copy for your information and will be pleased to receive your comments. In view of the complexity of the law on such matters we do recommend that you seek legal advice or alternatively comply with our request.

Yours sincerely

M D Hornby

Penmans

Stanhope House, High Street, Stanford –le-Hope, Essex, SS17 0HA
Tel: 01375 677777 Fax: 01375 641107 DX: 34603 STANFORD-LE-HOPE

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3 Attachments View all | Download all

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Reply Reply to All Forward More

**Subject:** Fw: Right of Way, 6 Wilson Close Stanford-le-Hope

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:54

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Richard Butcher" <lumpy99uk@yahoo.com>
**To:** "G.Montague@penmanslaw.co.uk" <G.Montague@penmanslaw.co.uk>
**Cc:**
**Sent:** Mon, 16 Jan 2017 at 19:32
**Subject:** Re: Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Georgia Montague

Thank you for your email please find attached letters and enclosures

Many Thanks

Mr and Mrs Butcher

Dear Georgia Montague

Thank you for your email please find attached letters and enclosures
Many Thanks
Mr and Mrs Butcher
-------- Original message --------
From: Georgia Montague <G.Montague@penmanslaw.co.uk>
Date: 11/01/2017 17:14 (GMT+00:00)
To: "'lumpy99uk@yahoo.com'" <lumpy99uk@yahoo.com>
Subject: Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Mr and Mrs Butcher,

We acknowledge receipt of your email dated 10th January and apologise for the delay in dealing with your previous emails but the writer has just returned to the office following illness.

## Georgia Montague

**From:** Richard Butcher <lumpy99uk@yahoo.com>
**Sent:** 16 January 2017 19:32
**To:** Georgia Montague
**Subject:** Re: Right of Way, 6 Wilson Close Stanford-le-Hope
**Attachments:** Penmans Solicitors Final.docx; Penmans Solicitors Letter.docx; Penmans first direct ltr.docx

Dear Georgia Montague

Thank you for your email please find attached letters and enclosures

Many Thanks

Mr and Mrs Butcher

-------- Original message --------
From: Georgia Montague <G.Montague@penmanslaw.co.uk>
Date: 11/01/2017 17:14 (GMT+00:00)
To: "'lumpy99uk@yahoo.com'" <lumpy99uk@yahoo.com>
Subject: Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Mr and Mrs Butcher,

We acknowledge receipt of your email dated 10th January and apologise for the delay in dealing with your previous emails but the writer has just returned to the office following illness.

Our client's position is quite clear as set out in our letters to Margaret Reynolds both dated the 5th October 2016. We assume that these have already been sent to you by Margaret Reynolds but if not we attach copy for your information and will be pleased to receive your comments. In view of the complexity of the law on such matters we do recommend that you seek legal advice or alternatively comply with our request.

Yours sincerely

M D Hornby

Penmans

Stanhope House, High Street, Stanford –le-Hope, Essex, SS17 0HA

Tel: 01375 677777 Fax: 01375 641107 DX: 34603 STANFORD-LE-HOPE

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

23rd February 2017

Your Ref no. MDH.JD.48104/HAY

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA**

Dear Penmans

We acknowledge receipt of your letter dated 18th January 2017.

To clarify, the arguments that we have put forward since the inception of this matter has been two-fold, namely; that your client has abandoned her right of way and; that our title with regards to the land at the rear is not burdened and you cannot have a benefit without a burden and therefore, we dispute that the rights have been extinguished. Our position has been confirmed and reaffirmed to us by Legal Representatives, not limited to M. Reynolds Solicitors.

The question of infringement appears to be a matter of interpretation and is for the Courts to decide. Access will not be reinstated outside of a court decision – an unnecessary and petty endeavour when both the gate and its lock have now been in existence since May 2016.

Simply put, your client is seeking access to land she has now not had full access to for almost a year, a redundant task in itself. In any event, we continue to offer a reasonable work around. Outside of this, and unless your client takes action by pursuing a course of conduct whereby there are an array of injunctive mechanisms available to her, we see no reason whatsoever to cease the planned works on our summer house and furthermore, why this petty matter should continue any longer.

Yours faithfully

Mr and Mrs Butcher

SENT VIA E-MAIL

27 FEB 2017

23 FEBRUARY 2017

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

23rd February 2017

Your Ref no. MDH.JD.48104/HAY

**Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA**

Dear Penmans

We acknowledge receipt of your letter dated 18th January 2017.

To clarify, the arguments that we have put forward since the inception of this matter has been two-fold, namely; that your client has abandoned her right of way and; that our title with regards to the land at the rear is not burdened and you cannot have a benefit without a burden and therefore, we dispute that the rights have been extinguished. Our position has been confirmed and reaffirmed to us by Legal Representatives, not limited to M. Reynolds Solicitors.

The question of infringement appears to be a matter of interpretation and is for the Courts to decide. Access will not be reinstated outside of a court decision – an unnecessary and petty endeavour when both the gate and its lock have now been in existence since May 2016.

Simply put, your client is seeking access to land she has now not had full access to for almost a year, a redundant task in itself. In any event, we continue to offer a reasonable work around. Outside of this, and unless your client takes action by pursuing a course of conduct whereby there are an array of injunctive mechanisms available to her, we see no reason whatsoever to cease the planned works on our summer house and furthermore, why this petty matter should continue any longer.

Yours faithfully

Mr and Mrs Butcher

**From:** Georgia Montague
**Sent:** 17 March 2017 16:42
**To:** 'lumpy99uk@yahoo.com'
**Subject:** Right of Way, 6 Wilson Close Stanford-le-Hope

Dear Mr and Mrs Butcher,

We acknowledge receipt of your email of today and would advise that our client has no objection to your erecting a summerhouse as long as it is not on the land over which she is claiming a right of way. In regard to your letter of the 23rd February to suggest that our client has abandoned the right of way through non user since May 2016 clearly you have a limited legal knowledge in such matters and are risking proceedings being instituted against you for which our client will be seeking costs.

In regard to your email of the 23rd February when we spoke to the person dealing with this matter at Margaret Reynolds we were advised that they did not get involved in litigation and in an effort to resolve this matter would ask that the other "legal representatives" consulted by you contacts us forthwith.

We have spoken to Mr Sargeant of 2 Wilson Close who purchased the land at the rear of the property at the same time as the owners of 4, 6, 8, 10, 12 and 14 Wilson Close. He states that access was given to the owners of the properties which previously enjoyed access across the rear portions of the properties when the development was first completed.

Unless we hear from your legal representatives within 7 days we are applying to the Land Registry for the registration of an easement.

Yours sincerely
M D Hornby

Penmans
Stanhope House, High Street, Stanford –le-Hope, Essex, SS17 0HA
Tel: 01375 677777 Fax: 01375 641107 DX: 34603 STANFORD-LE-HOPE
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# HM Land Registry

## Statement of truth in support of an application for registration and/or noting of a prescriptive easement

# ST4

**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.

If a joint statement is made by two or more persons, consequential amendments can be made to the text in the panels (for example, 'I' can be changed to 'we').

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Insert full name.

Insert full address.

1 I: URSEL KLARA HAYES

of: 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA

make this statement in support of an application to Land Registry for registration and/or noting of an easement based upon prescription.

Place 'X' in one box only.

This is for cases where the legal owner is a company or firm, someone who has died, or is otherwise incapable of making the statement personally. Insert the name and address of the legal owner.

Please specify and enclose any relevant documentation.

See note above.

2 Status of person making this statement

I am

☒ the legal owner of the benefiting land (other than as personal representative)

☐ making this statement on behalf of:

who is currently or was previously the legal owner of the benefiting land but who cannot make this statement for the following reasons:

☐ other:

Place 'X' in one box only.

If applying for entry of a unilateral notice, do not use this form - please use form UN1 instead.

3 Type of application

☐ Registration of benefit of an easement – benefiting land is registered and burdened land is unregistered

☒ Registration of benefit of easement and entry of notice of burden – benefiting land is registered and burdened land is registered

☐ Entry of notice of burden of easement – burdened land is registered and benefiting land is unregistered

4 Title number(s) of the benefiting land (if registered):
EX282809 and EX296977

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

If the benefit of the easement is claimed in relation to unregistered land or part only of the land in the claimant's registered title(s), you must identify the benefiting land by attaching a plan showing the relevant land or (if appropriate) by referring to an existing reference on the title plan.

Place 'X' in the appropriate box(es) and complete the first statement if appropriate.

Enter reference, for example 'edged red'.

If the benefiting land is unregistered, enclose any copy title deeds, if available.

5 Description of the benefiting land:

4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA

☒ The land is clearly identified on the attached plan and shown:

EDGED RED AND BLUE

☐ The land is unregistered and is comprised in the copy title deeds enclosed

6 Title number(s) of the burdened land (if registered):

EX210733

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

If the easement affects unregistered land or part only of the land in one or more registered titles, you must identify the burdened land by attaching a plan showing the relevant land or (if appropriate) by referring to an existing reference on the title plan.

Place 'X' in the appropriate box(es) and complete the first statement if appropriate.

Enter reference, for example 'edged red'.

If the burdened land is unregistered, enclose any copy title deeds, if available.

7 Description of the burdened land:

6 Wilson Close, Stanford-le-Hope, Essex SS17 0LA

☒ The land is clearly identified on the attached plan and shown:

EDGED BROWN

☐ The land is unregistered and is comprised in the copy title deeds enclosed

Insert name and address of any known freehold owner of the land or person thought to be the freehold owner, such as the person having the unregistered documentary title to the land or being the registered proprietor of registered land, and/or any tenants and/or mortgagees. If not known, please state this by inserting 'not known'.

8 Identity of the freehold owner of the burdened land or person thought to be the owner and related persons:

Richard John Butcher and Kay Butcher

Describe the easement claimed to have been acquired by prescription as it might be described in the register. For example, 'a right of way with or without vehicles for the benefit of [describe benefiting land] over [describe burdened land]'.

9 Easement claimed:

A right of way at all times on foot only along the yellow line over the land coloured brown on the plan annexed.

Insert details of the facts relied on to support the claim that an easement has been acquired by prescription.

10 Details of user:

See Continuation Sheet annexed.

Insert details of date and circumstances in which the user in panel 10 started and finished. Any 'gaps' must be specified if the period is not continuous.

11 Period of user:

From 1983 to 2016

Place 'X' in one box only and complete the relevant statement if appropriate.

12 User without force, secrecy or permission

I confirm that

☒ to the best of my knowledge and belief, the user has always been exercised without force, secrecy or permission

☐ the user has not always been exercised without force, secrecy or permission because:

Insert details, including dates, and attach any available correspondence or other relevant documentation.

If you place 'X' in the second box you are unlikely to establish a claim to the easement by prescription.

Insert details of any past or present contact with the owner of the burdened land or person thought to be the owner and/or any tenants and/or mortgagees of that land, including dates. If none, please state this by inserting 'none'. If there has been any dispute concerning the claimed right, please provide details, including dates. Attach copies of all available correspondence or documents relating to the contact or dispute.

13 Contact with freehold owner of the burdened land and related persons:

See attached correspondence

Insert other relevant details, (if any).

14 Other relevant details

If the person making the statement is unable to sign it, this wording will need to be amended to comply with rule 215A(5) and (6) of the Land Registration Rules 2003. In addition, and in cases where the person making the statement is unable to read, there will need to be an appropriate certificate: see rule 215A(4) and (5).

15 I believe that the facts and matters contained in this statement are true

Signature (of person making this statement): x U K Hayes x

Print full name: URSEL KLARA HAYES

Date: 28.04.2017

WARNING
If the application proceeds, notice of the application (accompanied by a copy of this statement of truth) may be sent by the registrar to the owner of the land or any person thought to be the owner and/or any other person upon whom the registrar considers it necessary or desirable to serve notice.

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

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

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

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# HM Land Registry

## Continuation sheet for use with application and disposition forms

CS

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

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

| 1 | Continued from Form: | Title number(s): |
|---|---|---|
| | Form ST4, Panel 10 | EX282809 |

2 URSEL KLARA HAYES

I Ursel Klara Hayes of 4 Wilson Close Stanford-le-Hope Essex SS17 0LA will say as follows:-

1. I purchased 4 Wilson Close Stanford-le-Hope Essex SS17 0LA with my late husband Alan William Hayes on the 17th August 1983. I have been in continuous occupation of this land since that date. The land originally purchased by me is edged red on the enclosed plan.

2. On the 26th January 1969, a conveyance of 4 Wilson Close to my predecessors in title granted them a right of way from the rear of the back garden of 4 Wilson Close to the front of the property which is coloured green on the plan attached hereto. That right of way effectively enabled the then owners of 4 Wilson Close to secure access on foot from the rear of their back garden to the road at the front of 4 Wilson Close.

3. On the 1st September 1978, the land owner at the rear of my property namely Essex County Council sold off a uniform shaped parcel of land to the owners of numbers 2, 4, 6, 8, 10, 12, 14 ~~and 16~~ Wilson Close which effectively extended the back gardens of all these properties including my own.

4. The extension to the back garden as far as number 4 Wilson Close is concerned relates to the area of land coloured blue on the filed plan to my property with title number EX282809.

5. The extension to the back garden of number 6 Wilson Close is coloured brown on the attached plan.

6. As aforesaid, I moved to 4 Wilson Close on the 17th August 1983. By then, the rear garden of my property along with adjoining properties had all been extended as outlined above.

7. To secure access to the front of my property from my back garden, from the date I took occupation in 1983 to 2016 I used the passageway coloured yellow on the plan annexed hereto. The rear accessway running across the rear boundary of number 6 Wilson Close was defined by two posts which remain and which extend to a width of 44 inches.

8. This rear accessway over the areas coloured yellow was used continuously by me on foot only from 1983 until the beginning of July 2016 when the Joint Proprietor of 6 Wilson Close, Richard John Butcher, erected a fence across my rear accessway.

9. Mr Butcher has since put down a concrete base and a summerhouse across my accessway over the land coloured yellow which prevents me from using it at all. He has also installed a gate across my accessway which he has locked.

10. By virtue of the uninterrupted use of the accessway over the area coloured yellow I believe I have acquired a prescriptive right to use that accessway.

11. I therefore ask the Land Registry to grant me a prescriptive right of way over the areas marked yellow upon the annexed plan.

Signed .....

Dated 24.04.17 .....

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

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

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

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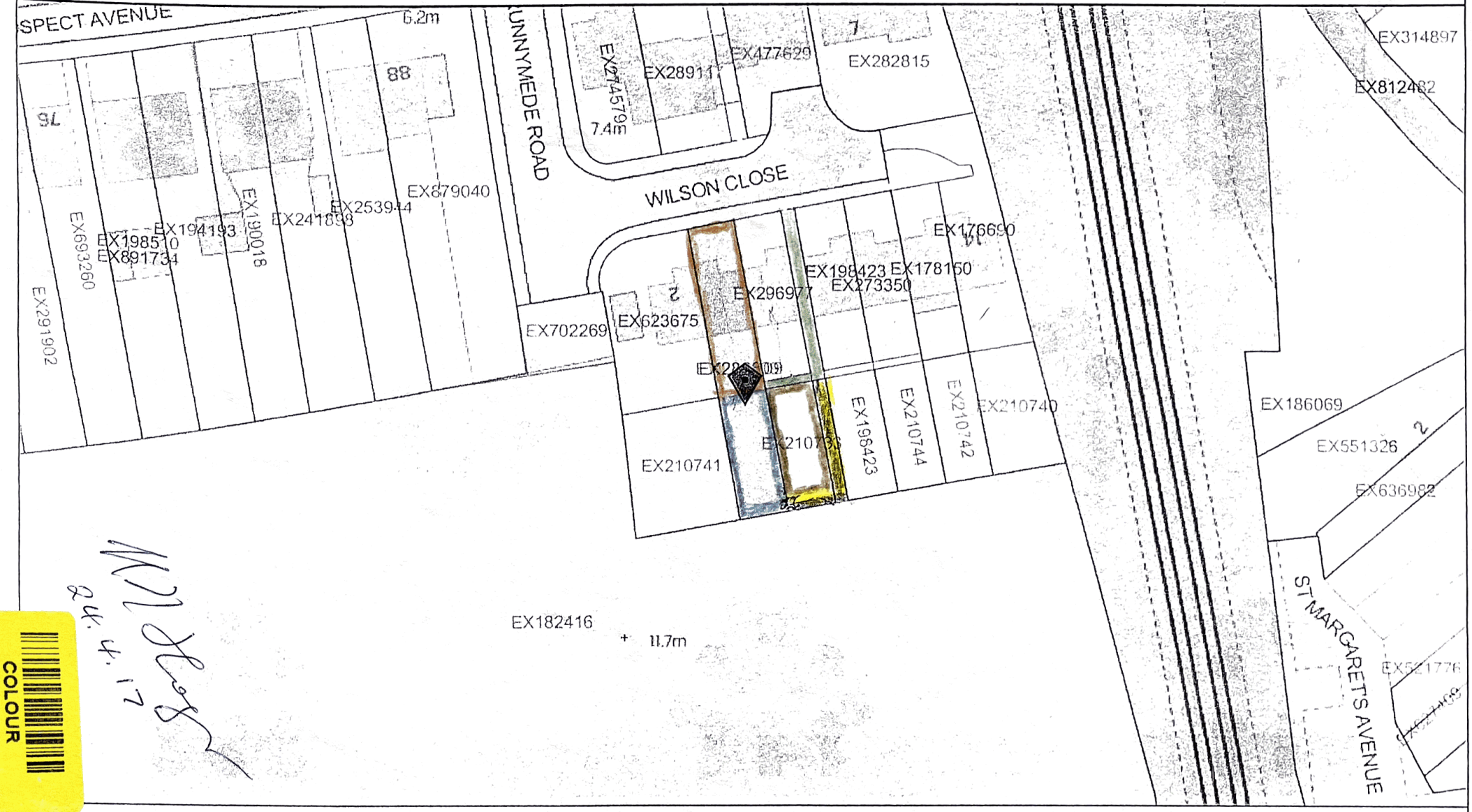
BETA Land Registry

# MapSearch Snapshot






COLOUR

0 2 4 6 8 12 16 20m

Map scale 1:625

© Crown copyright and database rights 2016 Ordnance Survey 100026316
This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
Data last updated 10:00pm 19 JULY, 2016

**Subject:** Fw: Fwd: Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:57

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "lumpy99uk" <lumpy99uk@yahoo.com>
**To:** "stanford@penmanslaw.co.uk" <stanford@penmanslaw.co.uk>
**Cc:**
**Sent:** Fri, 17 Mar 2017 at 7:56
**Subject:** Fwd: Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA
-------- Original message --------
From: lumpy99uk <lumpy99uk@yahoo.com>
Date: 17/03/2017 07:55 (GMT+00:00)
To: stanford@penmanslaw.co.uk
Subject: Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

17th March 2017

Your Ref no. MDH.JD.48104/HAY

Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

Dear Penmans

Further to our recent correspondence & in the interests of keeping you continuly informed we are due to make payment on our said Summerhouse on saturday 18th March 2017 with a view to commenting construction within 21 days.

Yours faithfully

Mr and Mrs Butcher

Sent from my Samsung Galaxy smartphone.
-------- Original message --------From: lumpy99uk <lumpy99uk@yahoo.com> Date: 17/03/2017 07:55 (GMT+00:00) To: stanford@penmanslaw.co.uk Subject: Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

M D Hornby
C/O Georgia Montague
Penmans Solicitors
Stanhope House
High Street Stanford Le HopeEssexSS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

17th March 2017

Your Ref no. MDH.JD.48104/HAY

Re: Right of Way Dispute, 6 Wilson Close, Stanford Le Hope, Essex SS17 0LA

Dear Penmans

Further to our recent correspondence & in the interests of keeping you continuly informed we are due to make payment on our said Summerhouse on saturday 18th March 2017 with a view to commenting construction within 21 days.

Yours faithfully

Mr and Mrs Butcher

Sent from my Samsung Galaxy smartphone.

Applicant Richard John Butcher and Kay Butcher

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Dear Mr and Mrs Butcher

We have received an application for registration of the above property from Penmans of Stanfod-le-Hope.

In order to progress this application, HM Land Registry have requested an Ordnance Survey surveyor visit to the property obtain information to update our records.

Ordnance Survey will endeavour to carry out the visit within t next two weeks.

what was the outcome ?!

The surveyor will have no detailed knowledge of your applicat and will be unable to comment on it.

If the site is open or there is unrestricted public access to it (such as open gardens, farmland, roadway and so on) the surveyor will obtain the data required without further recourse to you.

However, if access is not freely available the Ordnance Survey surveyor will seek permission (in person or by telephone) from you or the above named applicant before entering the site. If the surveyor is unable to complete the inspection they may attempt to arrange a convenient appointment or revert the survey back to HM Land Registry to progress.

As such there is no need for you to be present or to contact HM Land Registry on receipt of this letter, unless you wish to.

HM Land Registry
Peterborough Office

**Private**

Richard John Butcher
6 Wilson Close
Stanford-le-Hope
SS17 0LA

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Date
6 September 2017

Our Ref
Y802DLP

# B13 Notice of an application to register easements or other rights

Important: this notice is not a circular. Please read it carefully. If you do not know what to do, you should consider taking legal advice.

| | |
|---|---|
| Applicant's title number* | **EX282809** |
| Applicant's property | **4 Wilson Close, Stanford-Le-Hope** |
| Applicant | **Ursel Klara Hayes** |
| Affected title number | **EX182416** |
| Affected property | **St Clere's School, Butts Lane, Stanford** |
| Proprietor of affected Property | **St Clere's Co-Operative Academy Trust** |

Dear Mr Butcher

I am writing to inform you that we have received an application to register rights, namely rights of way on foot only, over the property described above as the affected property. The rights are claimed for the benefit of the property described above as the applicant's property.

The application is based on the enclosed statutory declaration dated 28 April 2017 and made by Ursel Klara Hayes.

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

DX 321601 Gloucester 33
Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

If we register the benefit of the rights we will also enter a notice of them in the registered title of the affected property.

If the application is successful we will make the following entries in the register in respect of the claimed rights

Applicant's registered title:

The land has the benefit of a right of way over the land shown by a yellow line on the plan to the Statement of Truth. The extent of this right, having been aquired by prescription, may be limited by the nature of the user from which it has arisen.

Registered title of the affected property:

The land shown by a yellow line on the statement of truth is subject to a right of way on foot only in favour of 4 Wilson Close. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

Note: Copy statement of truth dated 28 April 2017 made by Ursel Klara Hayes filed under EX282809.

**This notice has been served on you as the adjoining owners your registered property is not affected by the claimed right as the route of the right shown by a yellow line on the plan to the statutory declaration does not pass over land within the red edging of your title plan.**

**No entry is being made on your title in respect of this claimed right as it does not fall within your registered title.**

The application was lodged by
Penmans of Stanhope House, high Street, Stanford-Le-Hope, Essex SS17 OHA (Reference MDH(MH)JD 48104/HAY).

**If you object to the application you must do so before 12 noon on 27 September 2017.**

If we do not hear from you before then the application may be completed and the above register entries made.

If you object, the registrar may determine that the objection is groundless (that is without valid legal grounds) and go on to complete the application before the expiry of the deadline in this notice. It is important to bear this in mind when lodging any objection, and to consider whether or not you should obtain legal advice about the objection process.

Please read the explanatory notes which form part of this notice and explain the courses of action open to you.

If you would like to discuss this notice or require it in an alternative format please contact me.

Yours sincerely



Sue Lamberton
Direct line 0300 006 3050

# Explanatory notes

If you have received a copy of this notice at any other address you only need to reply once. If this notice was delivered to you at a UK postal or DX address an envelope is provided for your reply. If the notice refers to enclosed plans or documents these will only be enclosed with the notices sent to a postal or DX address.

**1 If you do not object**

If you do not object to the application you need not take any further action. Returning the copy of this notice to the HM Land Registry office at the address shown in this notice with the consent duly completed overleaf will assist in completing the application promptly. If you wish to consent by email, please ensure you supply all the information from the consent paragraph at the end of this letter in your reply.

**2 If you object**

If you object to the application your objection must be in writing (which includes email) and sent to the HM Land Registry office at the address shown in this notice. Your objection must:

- quote the title number and the property affected
- state that you object to the application
- state the grounds for your objection. This means that you should tell us the facts and/or the legal reason why what the applicant is claiming is wrong or why what is being claimed would not give the applicant the interest claimed in the property
- give your full name and a postal address, whether or not in the United Kingdom, for further correspondence (you may supply further postal, email or DX addresses as well, but no more than three in all) and
- be signed by you as the objector or your solicitor or conveyancer on your behalf.

Please note that a copy of an objection will normally be sent to the applicant or the applicant's legal representative.

Please also note that any communications or supporting documents you supply may also be disclosed to the other parties even if marked 'confidential' or to similar effect.

**If you wish to object to the application you must do so before 12 noon on 27 September 2017.** If we do not receive a response from you before then the application may be completed and the register entries made.

**3 Further Information**

If you have any queries regarding this notice please contact me quoting the title number. Please note that HM Land Registry staff are not authorised to give legal advice. For help of this nature please contact your solicitor or other person qualified to give legal assistance.

**NB. Is your address correct? An incorrect address could mean that you do not receive important notices and you may suffer loss as a result. For information on how to change your contact details or add an address please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers).**

I consent to the application referred to in this notice.

Signed

Name in full
(print)

Title number EX210733

Our ref Y802DLP

Date

**Sent:** 26 October 2017 11:05
**To:** Butcher Kay
**Subject:** Fw: Remortgage enquiry
**Attachments:** Official Copy of Register - EDOC REGISTRATION - EX296977.pdf_27539837_1.pdf; Official Copy of Register - EDOC REGISTRATION - EX210733.pdf_27539834_1.pdf

Please see below the reply from Shulmans

Xxxxxx

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "Jacqueline Purssell" <jpurssell@qcas.co.uk>
**To:** "lumpy99uk@yahoo.com" <lumpy99uk@yahoo.com>
**Sent:** Thu, 26 Oct 2017 at 11:00
**Subject:** Remortgage enquiry

Dear Mr Butcher

We have received the message below.

We were instructed to act on your remortgage on behalf of our client HSBC in July 2015. We were responsible for securing a legal charge over your property on behalf of the Bank, nothing else.

There awere 2 Titles to your property at the time the house, title number EX296977 and land to the rear EX210733 (copies of both titles attached).

It appears the land was purchased on the 8 August 2011 (snapshot below), so whoever acted on your behalf (Margaret Reynolds)?, at that time will hopefully be able to assist you.

Hope this helps.

Jacqui

**Subject:** Fw: FOR THE ATTENTION OF HELEN FIDDY: Your Ref: Y802DLP: Obj

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:57

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "peterborough.office@landregistry.gov.uk" <peterborough.office@landregistry.gov.uk>
**Cc:** "Richard Butcher" <lumpy99uk@yahoo.com>
**Sent:** Mon, 6 Nov 2017 at 12:33
**Subject:** Fw: FOR THE ATTENTION OF HELEN FIDDY: Your Ref: Y802DLP: Obj

Dear Helen

It was a pleasure speaking with you earlier. As discussed, please find below the outstanding request sent to Susan regarding an extension. We have since contacted our indemnity insurance provider regarding a conflict of interest with Penman's Solicitors, as attached and are still awaiting their response.

Understandably, we therefore need additional time to seek appropriate legal assistance. We thank you for your kind and urgent attention to this matter and in Susan's absence. Please do not hesitate to contact me on, 07879 862015.

Kind regards, Mr and Mrs Butcher

On Monday, 30 October 2017, 15:19, richard butcher <lumpy99uk@yahoo.com> wrote:

FOR THE ATTENTION OF SUSAN PAPWORTH

Dear Susan

Thank you for your letter dated, 19th of October. I understand you are the caseworker kindly dealing with our B13 Objection matter.

The purpose of this email to request an extension to the current deadline of 09th November, in order to meet with your request for additional information, whilst we seek independent legal advice/assistance. We thank you in advance for your kind consideration in advance and look forward to hearing from you.

Kind Regards
Mr and Mrs Butcher.

On Tuesday, 26 September 2017, 22:56, richard butcher <lumpy99uk@yahoo.com> wrote:

Re: Objection to B13 Notice of an application to register easements or other rights

Sent via email, peterborough.office@landregistry.gov.uk and Royal Mail Special Delivery (tracking no. AF588498153GB)

Should you require any further information, please do not hesitate to contact The Objector who thanks you for you for your kind consideration in advance.

---

## Attachments

- IMG_0996.jpg (82.78 KB)

**Subject:** Fw: Acknowledgement of Claim - Ci - 620 FOR THE KIND ATTENTION OF LAURA THOMAS

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:59

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "claims@legal-contingency.co.uk" <claims@legal-contingency.co.uk>
**Cc:** "Richard Butcher" <lumpy99uk@yahoo.com>
**Sent:** Wed, 8 Nov 2017 at 16:26
**Subject:** Re: Acknowledgement of Claim - Ci - 620 FOR THE KIND ATTENTION OF LAURA THOMAS

Dear Laura

We thank you for your email including the letter of acknowledgement of the Claim.

Forgive us, we are somewhat confused by your comments albeit equally valuable all the same. The attached B13 Notice of Application was received by us during an ongoing legal dispute re Title number (s): EX296977 and EX210733, for which our neighbours, through their Solicitors, Penmans, are claiming that they have a right of access. However, from what you have said, this does not appear to be the case. This dispute has been ongoing now for over a year. Please find attached supporting documentation requested. We do however have a full file of all correspondence since the inception of the legal dispute, please do not hesitate to request any additional information, we are grateful for your kind continued assistance.

In the meantime, we sought to object to their application as it makes direct reference to Title number(s): EX296977 and EX210733:-

We had rightly or wrongly assumed this matter was part of the ongoing legal and were one of the same.

It may be that we have NOT received confirmation as to the outcome of this dispute and/or if the two issues (B13 and wider dispute) is one of the same matter. I should be grateful if you could shed any light on this?

The confusion may lie in the fact that we are were disappointingly never privy to the outcome of the land registry audit assessment at our neighbouring site, albeit we did request a copy of the said report. Specifically,

"The Land Registry has confirmed that the right of way will not be registered on your title and the route of the right of way claimed by your neighbour does not run over your Property nor indeed pass over any land contained within your title. As such, it is evident that the neighbour is not claiming that your Property is subject to any easement in her favour"

Forgive us but, are you saying that the ongoing dispute regarding Title no. EX296977 and EX210733 has now been resolved in our favour; that our neighbour has no grounds of right of way and will no longer pursue this; and has this been confirmed by virtue of the auditor's assessment or otherwise?

Many thanks and kind regard

Mr and Mrs Butcher

On Monday, 6 November 2017, 20:47, richard butcher <lumpy99uk@yahoo.com> wrote:

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "lt@legal-contingency.co.uk" <lt@legal-contingency.co.uk>
**To:** "lumpy99uk@yahoo.com" <lumpy99uk@yahoo.com>
**Cc:**
**Sent:** Mon, 6 Nov 2017 at 15:02
**Subject:** Acknowledgement of Claim - Ci - 620
Good afternoon Mr Butcher,
Please find enclosed a letter in respect of your claim.

Kind Regards,

Claims Team
Tel: +44 (0) 20 7397 4343
Fax: +44 (0) 20 7397 4344
www.legal-contingency.co.uk

Legal & Contingency Limited, 60 Fenchurch Street, London, EC3M 4AD
DX: 843 London/City

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If you have received this communication in error please notify us by e-mail or by telephone (020 7397 4343) and then delete the e-mail and any copies of it.

## Attachments

- Land Registry.msg (16.52 MB)
- IMG_0722.jpg (24.27 KB)
- Your Ref Y802DLP Objection to B13 Notice of an application to register easements or other rights.msg (1.06 MB)
- Penmans Solicitors Letter.docx (22.07 KB)

HM Land Registry
Peterborough Office

**Sent by email**

Richard Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Email sent to:
lumpy99uk@yahoo.com

Date
8 November 2017

Your ref
none

Our ref
L226CRP

| | |
|---|---|
| Proprietor/Applicant | **Richard John Butcher and Kay Butcher** |
| Title number | **EX210733** |
| Property | **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)** |

Dear Mr Butcher

Further to your email the lawyer dealing with your application has confirmed that an extension of time can be given to enable you to provide further information in respect of your objection.

A further two weeks has been granted taking the expiry date of the notice period to 23 November 2017.

If you would like to discuss this correspondence or require it in an alternative format please contact us, quoting our reference.

Yours sincerely

Sue Lamberton
0300 006 3050

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

DX 321601 Gloucester 33

peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

L&C LEGAL & CONTINGENCY

ci conveyancing insurance

# Defective Title Insurance Policy – Lost Title Deeds, Possessory Title, Adverse Rights/Easements (Residential, commercial or other use)

In consideration of payment of the **Premium** (including Insurance Premium Tax), the **Insurer** will indemnify the **Insured** under the terms of this Policy. This Policy is provided on the understanding that full disclosure of all material facts has been made by or on behalf of the **Insured**, whether or not requested. This Policy and any endorsement issued in respect of it are one contract and shall be read together. Where a word is defined in the Definitions overleaf or in the Schedule it will carry the same meaning wherever it appears in bold text in this Policy.

## Schedule

Policy Number: DT PP48671

**Insured** Any person with a freehold, leasehold or commonhold interest in the **Property,** their successors in title and any mortgagee or chargee of such interest

**Property** 6 WILSON CLOSE, STANFORD LE HOPE, ESSEX Postcode: SS17 0LA.

**Limit of Indemnity** £177,500:00. increasing by 5% compound per annum on the anniversary of the **Inception Date** for the first 10 years.

**Inception Date** 08/08/11 **Premium** £125:00.

*(inclusive of Insurance Premium Tax)*

**Period of Insurance** From the **Inception Date** and continuing in perpetuity

**Signature of Authorised User** [signature] **Name of Firm** PENMANS SOLICITORS.

**Name of Signatory** GERARD JOSEPH BUGGLE. **Date Policy Signed** 08/08/11

## Cover

The **Insurer** shall indemnify the **Insured** in respect of **Loss** sustained by the **Insured** arising directly out of the **Defect in Title**, should any party establish or attempt to establish any **Adverse Interest** after the **Inception Date**.

## Protection for Mortgagees and Successors in Title

The **Insurer** shall not avoid liability to any **Insured** under this Policy solely because of an act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of such **Insured** or with the knowledge or consent of such **Insured** or such **Insured** had knowledge of the act, omission or misrepresentation prior to the **Inception Date**.

## Exclusions

The **Insurer** shall not be liable to indemnify the **Insured**:

1. in respect of any **Adverse Interest** contained in a lease, mortgage or other financial charge of which the **Insured** is or should be aware at the **Inception Date**
2. in respect of loss arising from any rights and/or easements which were being exercised by any third party over or through the **Property** at the **Inception Date**
3. if the **Property** is extended, does not remain as constructed and/or converted at the **Inception Date**, or is used otherwise than for the specific purpose(s) for which it was used at the **Inception Date** without the prior written consent of the **Insurer**
4. if, at the **Inception Date**, the **Insured** was aware of any **Adverse Interest** being claimed by any third party

## Conditions

1. It is a condition precedent to the **Insurer's** liability for any payment under this Policy that the **Insured** shall not:
   (a) disclose the existence of this Policy, other than to prospective purchasers, their mortgagees and their respective legal representatives
   (b) communicate on any matter regarding the **Defect in Title** with any party who has, or is believed by the **Insured** to have, an **Adverse Interest**

   without the prior written consent of the **Insurer**.
2. The due observance and fulfilment of the terms and conditions of this Policy, so far as they relate to anything to be done or complied with by the **Insured,** and the truth of the representations made by such **Insured** shall be conditions precedent to the **Insurer's** liability to make any payment under this Policy to such **Insured**.
3. This Policy shall be governed by and construed in accordance with the law of England and Wales.
4. The total liability of the **Insurer** in respect of all claims made under this Policy will not exceed, in the aggregate, the **Limit of Indemnity**.
5. This Policy shall not be in force unless it has been signed by a person authorised to do so by the **Insurer**.
6. The **Insured** must by prior agreement with and at the expense of the **Insurer**, do and permit to be done all things reasonably practicable to minimise **Loss**.

*continued overleaf*

7. The **Insured** must not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the **Insurer**.
8. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the **Insurer**.
9. If at the time of **Loss** there is any other insurance in force covering such **Loss** or any part of it, the liability of the **Insurer** under this Policy shall be limited to its rateable proportion of such **Loss**.
10. If an **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, the interest of such **Insured** in the Policy shall be cancelled and the **Insurer** shall not make any payment for such claim.
11. For the purposes of this Policy, if written consent for any action to be taken by the **Insured** is granted by Legal & Contingency Limited, it shall be deemed to be the consent of the **Insurer**.

## Making a Claim

It is a condition of this Policy that the **Insured** must give written notice, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide such information and documentation as may reasonably be required.

Please write with details of the circumstances to Legal & Contingency Limited at 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City enclosing a copy of the Policy. Please be aware of the Conditions of this Policy and in particular Conditions 1 and 7.

## Cancellation Rights

The **Insured** may cancel this Policy by returning the Policy document within 14 days of the inception of the Policy. The **Insurer** will fully refund any premium paid and cancel the Policy from inception. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the **Property**.

## Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact: The Compliance Officer, Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the policy number and provide details of your complaint.

If the matter is not resolved to your satisfaction, please write to the **Insurer** at: Groupama Insurance Company Limited, 6th Floor, One America Square, 17 Crosswall, London EC3N 2LB.

You may also have a right of referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

## Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the FSCS. If the **Insurer** is unable to meet its obligations under this Policy the **Insured** may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.

## Definitions

**Adverse Interest** an estate, right, title, covenant or interest adverse to or in derogation of the title of the **Insured** to the **Property** arising out of a **Defect in Title.**

**Defect in Title**

1. some or all of the title deeds to the **Property** have been lost or destroyed prior to the **Inception Date** in circumstances where there is evidence of such title deeds having existed or, where such deeds form good root of title, while in the possession of a mortgagee, bank, or legal representative
2. the **Property** is registered at the Land Registry with Possessory Title only, such registration having taken place at least 12 months prior to the **Inception Date**
3. the **Property** is or may be subject to a private right of way and/or easement, the route of which is unknown at the **Inception Date**, which was granted or reserved at least 10 years prior to the **Inception Date** and there has been no exercise or attempt to exercise such right for at least 12 months at the **Inception Date**
4. the **Property** is subject to a private right of way and/or easement, the route of which is known to the **Insured** at the **Inception Date**, which is not capable of being exercised due to its route being physically impeded by a permanent structure at the **Property**, which structure has been in situ for at least 12 months at the **Inception Date**.

**Insurer** Groupama Insurance Company Limited (Registered Number: 995253), whose registered office is 6th Floor, One America Square, 17 Crosswall, London EC3N 2LB. Authorised and regulated by the Financial Services Authority.

**Loss**

1. damages or compensation (including costs and expenses) awarded against the **Insured** by an **Order**
2. the adverse difference in the **Market Value** calculated:
   (a) on the assumption that the **Property** is not affected by the **Adverse Interest** (insofar as it is established by an **Order**), and
   (b) at the date an **Order** is granted or at the date such **Adverse Interest** is established to the satisfaction of the **Insurer** (whichever is sooner)
3. the cost of any works required to comply with any **Order**
4. the cost of any settlement made out of court with the prior written consent of the **Insurer**
5. costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** in taking or defending any action at law or otherwise
6. all other costs and expenses incurred with the prior written consent of the **Insurer**.

**Market Value** the value of the **Insured's** interest in the **Property** as determined by a surveyor appointed by agreement between the **Insurer** and the **Insured.**

**Order** an order, decision, injunction or judgment from a court of competent jurisdiction upholding an **Adverse Interest** in full or in part and arising solely and directly from the **Defect in Title.**

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Richard Butcher
6 Wilson Close
Essex England
SS17 0LA

Date: 21/11/2017

Our ref: CI620

Dear Mr Butcher,

**Claim Number: CI620**
**Insured: Richard Butcher**
**Property: 6 Wilson Close, Stanford-le-Hope, Essex, England, SS17 0LA**
**Policy number: DT-PP48671**

I write further to our previous correspondence and thank you for the additional information which you have kindly provided.

**Background to the Claim:**

The facts are that you purchased the Property in August 2011.

Having reviewed your conveyancing documentation, it appears that the policy was issued because the garden to the rear of the Property registered under title number EX210733 is subject to a number of restrictive covenants, details of which were unavailable from the Land Registry and so the policy was recommended by your Solicitors.

Your conveyancing solicitors confirmed that the land under title number EX296977 is subject to rights of ways granted over a pathway to the rear.

In August 2016, you were contacted by Penmans Solicitors acting on behalf of the owner of 4 Wilson Close. They advised that the situation in respect of the rights of way was as follows:

- By way of a conveyance dated 24th January 1969, 4 Wilson Close had the benefit of rights of way over land to the rear of title number EX26977.
- In 1978, the gardens for a number of properties in Wilson Close were extended, at which point, the rights of way were then ran across your title number EX210733 albeit no formal deed altering the rights was ever drafted
- You have been provided a B13 notice from the Land Registry in respect of rights of way which the owner of 4 Wilson Close wishes to register over St Clere's School albeit on review, the Statutory Declaration enclosed with letter does not reflect this

You are seeking our assistance under the terms of the policy and believe that the neighbours rights have been extinguished via non-use.

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**Cover Under the Policy:**

In order to aid with the understanding of the Policy, I feel it would be of benefit to set out the background to and the purpose of the policy.

In undertaking investigations before you purchase of the Property, your conveyancing solicitors discovered that the title to the Property is, or may be, subject to unknown rights, easements, restrictive covenants or other matters which could adversely affect your use of the Property ('an Adverse Interest'). As such, they decided that it was appropriate or necessary to deal with the issue by way of insurance.

The policy is designed to be issued by solicitors and licensed conveyancers provided certain criteria can be met. The policy is often issued in order to allow for the purchase of the Property to proceed where the mortgagee (the Lender) requires a policy to be in place before they will advance the mortgage loan. Its primary concern is to assist with issues which may arise should anyone enforce, or attempt to enforce an Adverse Interest.

**The cover provided in relation to your circumstances:**

The policy was issued with an Inception Date of the 8th August 2011.

The policy provides cover in the event of financial loss directly due to the enforcement or attempted enforcement of an Adverse Interest.

Having reviewed your papers in full I would comment as follows:

- The original claim made by Penmans on behalf of your neighbour at 4 Wilson Close does not relate to adverse possession as you have suggested in letters earlier this year.
- Your neighbour is purely claiming the benefit of a right of way over title number EX210733 as per a) her title deeds and/or b) as acquired by prescription
- Prescriptive rights are an overriding interest and there is no legal requirement that such rights be noted on the burdened title
- The letter from the Land Registry dated 24th May 2017 and sent with reference Y802DLP relates to an application which details Richard John Butcher and Kay Butcher as the applicant. I have no further information surrounding what the application related to nor the outcome of the same
- The letter from the Land Registry dated 6th September 2017 and sent with reference Y802DLP appears to relate to rights to be registered over St Clere's school however, on further review the reference to the school appears to be an error. You are correct in that the

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application relates to rights to be registered over title number EX210733, I apologise for the error

- The statement of Vivienne Childs only relates to access rights over EX296977 which she claims was no longer in use at the time of her purchase in 2007. This statement does not relate to access rights over the land under title EX210733 which the neighbour is now claiming

In this instance the owner of 4 Wilson Close is claiming a right of way as per a conveyance dated 26th January 1969 which is noted on their title, failing which they are alleging a prescriptive right of way.

It is important to note that prescriptive rights of way are not generally noted on your title and are considered to be legal interests in the land over which they run and are enforceable at law. The following link provides some very helpful guidance from the Land Registry on this point from which you will see that 'prescription' is the acquisition of a right through long use or enjoyment: https://www.gov.uk/government/publications/easements-claimed-by-prescription/practice-guide-52-easements-claimed-by-prescription

I am afraid that the Exclusions of the policy are clear in that the policy will not cover any claims in respect of "loss arising from any rights and/or easements which were being exercised by any third party...at the Inception Date".

In this case, as I have said above, the statement from Vivienne Childs does not actually comment on the rights to the rear of title number EX210733. Indeed, having reviewed the photos it does look as though there were gates between the properties for some time until you appear to have constructed a summer house blocking the access and locked the gate leading to the Property.

As the owner of 4 Wilson Close was exercising a right of way prior to the issuance of the policy, there is no claim under the policy as these rights were already being exercised over your land at the Inception Date.

Furthermore, the conditions with the policy do state that an insured must give notice of a claim as soon as reasonably practicable (and this matter seems to have been ongoing since early 2016) and to not make any admissions of liability, offer, promise or payment or incur any costs or expenses without prior written consent of the Insurer.

I maintain that even if the claim were valid, our position to deal with the matter has been prejudiced by the protracted correspondence, the construction of the summer house and the padlocking of the gate.

For the sake of clarity, I am sorry to advise you that I am unable to assist with the current issues which you are experiencing.

Should you wish to discuss this further, or in the event of any queries, please do not hesitate to contact me by telephone on 0207 397 4343 or by email on claims@legal-contingency.co.uk.

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Yours sincerely

laura a. thomas

**Laura Thomas- GCILEx**
**Senior Claims Technician**
**Legal & Contingency Limited**

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# HM Land Registry
## Application to cancel a notice (other than a unilateral notice)

# CN1

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

Form UN4 must be used for cancellation of a unilateral notice. 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.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

HM LAND REGISTRY USE ONLY

Record of fees paid

Particulars of under/over payments

Reference number

Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

1 Local authority serving the property:

2 Title number(s) of the property:

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

3 Property:

To find out more about our fees visit www.gov.uk/government/collections/fees-land-registry-guides

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

4 Application and fee

| Application | Fee paid (£) |
|---|---|
| Cancellation of a notice | |

Fee payment method

☐ cheque made payable to 'Land Registry'

☐ direct debit, under an agreement with Land Registry

List the documents lodged with this form. If this application is accompanied by Form AP1 please only complete the corresponding panel on Form AP1 or DL (if used). We only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

5 Documents lodged with this form:

Provide the full name(s) of the person(s) applying to cancel the notice. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

6 The applicant:

| 9 | Application in respect of notice protecting a lease<br><br>Details of lease | | |
|---|---|---|---|
| | Property affected | Date | Term |
| | | | |

Place 'X' in the appropriate box and lodge any supporting evidence.

The lease has determined by

- ☐ merger
- ☐ surrender
- ☐ disclaimer
- ☐ forfeiture and a statutory declaration or other supporting evidence accompanies this application
- ☐ effluxion of time and neither the provisions of the Landlord and Tenant Act 1954 nor those of the Local Government and Housing Act 1989 apply
- ☐ notice under the Landlord and Tenant Act 1954 and the provisions of that Act have been complied with
- ☐ notice under the Local Government and Housing Act 1989 and the provisions of that Act have not been complied with
- ☐ other:

Please provide details.

Panel 10 has been completed.

The applicant applies for the necessary entries and cancellations to be made in the register to give effect to the determination of the lease.

| 9 | Application in respect of notice protecting a lease<br><br>Details of lease | | |
|---|---|---|---|
| | Property affected | Date | Term |
| | | | |

Place 'X' in the appropriate box and lodge any supporting evidence.

The lease has determined by

- ☐ merger
- ☐ surrender
- ☐ disclaimer
- ☐ forfeiture and a statutory declaration or other supporting evidence accompanies this application
- ☐ effluxion of time and neither the provisions of the Landlord and Tenant Act 1954 nor those of the Local Government and Housing Act 1989 apply
- ☐ notice under the Landlord and Tenant Act 1954 and the provisions of that Act have been complied with
- ☐ notice under the Local Government and Housing Act 1989 and the provisions of that Act have not been complied with
- ☐ other:

Please provide details.

Panel 10 has been completed.

The applicant applies for the necessary entries and cancellations to be made in the register to give effect to the determination of the lease.

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Richard Butcher
6 Wilson Close
Essex England
SS17 0LA

Date: 06/11/2017

Our ref: CI620

Dear Mr Butcher,

**Claim Number: CI620**
**Insured: Richard Butcher**
**Property: 6 Wilson Close, Stanford-le-Hope, Essex, England, SS17 0LA**
**Policy number: DT-PP48671**

Thank you for your email which has been passed to me to attend to.

I am investigating the issues which you have raised and will revert to you as soon as possible with our response including (where appropriate) our proposed way forward.

In order to assist with my investigations, I would be grateful if you could provide by return, the following information relating to the matter:

- Full copies of all correspondence including your letter of objection and a copy of the Statutory Declaration
- Full details of what has led to the claim?

Please note that I must reserve the right to request further information pending sight of the above.

I must admit that I am a little confused at this juncture. From what I can see, your neighbour at 4 Wilson Close has applied to register a prescriptive right of way on foot only over the adjoining St Clere's School.

The Land Registry has confirmed that the right of way will not be registered on your title and the route of the right of way claimed by your neighbour does not run over your Property nor indeed pass over any land contained within your title. As such, it is evident that the neighbour is not claiming that your Property is subject to any easement in her favour.

Please could you clarify exactly what the dispute relates to as I cannot see that the neighbour is claiming any rights over your land or that the neighbour is claiming better title to your land.

Please do not divulge to any third party our involvement or the existence of the Policy.

Please note that under the terms of the Policy no negotiations, settlement or agreement should take place without our prior written authority. Any negotiations or settlement which takes place without our consent may adversely affect the coverage under the Policy and could result in the claim being rejected.

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Whilst I await your response, I must reserve our rights under the Policy regarding coverage of the matter pending receipt of the information requested and the completion of our further investigations.

Should you wish to discuss this further, or in the event of any queries, please do not hesitate to contact me by telephone on 0207 397 4343 or by email on claims@legal-contingency.co.uk.

Yours sincerely

laura. a. thomas.

**Laura Thomas- GCILEx**
**Senior Claims Technician**
**Legal & Contingency Limited**

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Richard Butcher
6 Wilson Close
Essex England
SS17 0LA

Date: 09/11/2017

Our ref: CI620

Dear Mr Butcher,

**Claim Number: CI620**
**Insured: Richard Butcher**
**Property: 6 Wilson Close, Stanford-le-Hope, Essex, England, SS17 0LA**
**Policy number: DT-PP48671**

Thank you for your email enclosing the additional documentation which I have requested.

I am afraid that in order to make a determination of coverage, I will also require the following information relating to the matter:

- Confirmation as to what works are currently being undertaken at the Property
- Copies of all correspondence relating to the earlier dispute

  The B13 notice enclosed in your original notification of claim only relates to rights of way being registered over title number EX182416 belonging to St Clere's school. As such, this would appear to be separate to the other dispute you mention in your email of the 8th November.

  The dispute surrounding rights of way over your Property may therefore be ongoing and will not be withdrawn unless your neighbour has withdrawn her application.

- I am afraid the photo enclosed within the body of your email would not load on my PC, I would be grateful if you could send this again

Please note that I must reserve the right to request further information pending sight of the above.

As a reminder, please do not divulge to any third party our involvement or the existence of the Policy.

Please note that under the terms of the Policy no negotiations, settlement or agreement should take place without our prior written authority. Any negotiations or settlement which takes place without our consent may adversely affect your coverage under the Policy and could result in the claim being rejected.

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Whilst I await your response, I must reserve our rights under the Policy regarding coverage of the matter pending receipt of the information requested and the completion of our further investigations.

Should you wish to discuss this further, or in the event of any queries, please do not hesitate to contact me by telephone on 0207 397 4343 or by email on claims@legal-contingency.co.uk.

Yours sincerely

Laura A. Thomas

Laura Thomas- GCILEx
**Senior Claims Technician**
**Legal & Contingency Limited**

**Subject:** Fw: Your Ref: none Our Ref: EX210733/A/123/AW

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 6:59

Sent from Yahoo Mail on Android

---- Forwarded message ----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "Peterborough. OfficeMail" <peterborough.office@landregistry.gov.uk>
**Cc:**
**Sent:** Thu, 7 Dec 2017 at 16 16
**Subject:** Fw: Your Ref: none Our Ref: EX210733/A/123/AW

FOR THE ATTENTION OF SUSAN PAPWORTH

Dear Susan Papworth

Thank you once again for the extension in this dispute. The purpose of this email is to follow up on our outstanding email dated **27th November 2017**, below. As discussed, we cannot help but think there is some confusion on the part of Land Registry. We would kindly ask you to further check your own Land Registry records in this regard.

In the meantime, we have many objections to the application of the easement by Mrs Hayes. We further clarify our reasoning as bullet points below:

- We was not told of any restrictions on our land when we bought it, 6 years ago.

- There are two pieces of land registered to us EX296977 and EX210733, this includes the land highlighted in yellow which Mrs Hayes sent you when supporting her easement rights. There is no extra piece of land at the back as suggested, and this is not owned by St Clere's school as suggested by Mrs Hayes. Please see up to date land registry.

- Approx one year ago we paid for the land at the back of our garden yo be cleared, all of the fencing, including the ones at the back that had fallen down were replaced.

- Mrs Hayes states she has used our land for over 30 years. Why was we not told of this, by Mrs Hayes herself when we first moved in? Why have we not seen her use this in the 6 years we have lived here?

- Surely this in itself is trespass, if secrecy was involved and that there was no registered easement on our land? Is this legal?

We have sent you pictures of the area that Mrs Hayes states she needs to access her garden. As you can see she has access to the back of her garden already and does not need to pass over our land.

As previously stated, we sought to object to the B13 Notice of Application as Mrs Hayes' easement request does pass over our (above) registered lands.

Yours sincerely

Mr and Mrs Richard Butcher

On Monday, 27 November 2017, 19:57, richard butcher <lumpy99uk@yahoo.com> wrote:

Dear Amanda & Team

Further to recent correspondence, we thank you for granted us further time until 30th November. As it stands today, we have sought appropriate legal assistance who are reviewing our case file with a view to responding in full shortly, asap. This may or may not be before the deadline.

In the meantime, their immediate observation is that one cannot help but think that the Land Registry team are looking at the wrong Land Registry Title Plans and, NOT the most recent. The reason being is that Land Registry continue to reference three separate pieces of land. This is NOT the case.

There are only two pieces of land (the garden and the registered land of 6 Wilson close) which is clearly evidenced from our previous correspondence. Please kindly ensure that you and your team have the most up to date copy. This information is readily available to you from your own Land Registry website and is an accurate reflection of the current land possessions registered at the HM Land registry with 'Absolute' title which confirms the rightful owner and guarantees ownership.

As previously stated, we sought to object to the B13 Notice of Application as Mrs Hayes' easement request does pass over our (above) registered lands.

Many thanks and kind regards
Mr and Mrs Butcher

On Thursday, 23 November 2017, 9:24, Peterborough. OfficeMail <Peterborough.Office@landregistry.gov.uk> wrote:

The document attached is an official requisition, reminder or letter from HM Land Registry. It is not a circular and relates either to an application you have lodged with us or a property in which you have an interest. No paper copy of the item of correspondence will be sent to you.

The document is in 'Portable Document Format' (PDF) which replicates the appearance of the hard copy version. You will need Adobe Acrobat Reader to open the document. If you do not already have Adobe Acrobat Reader it can be installed free from www.adobe.com. Please note that as the document is in PDF format you cannot add text to any document that you need to complete and return to HM Land Registry. You will have to return any such completed document by post.

Your land and property rights: guaranteed and protected. HM Land Registry has given assurance and confidence t

If you have received this email and it was not intended for you, please let us know, and then delete it. Pleas

---

**Attachments**

- 2.jpg (2.51 MB)
- 3.jpg (1.78 MB)

Home Mail News Sport Finance Celebrity Style Weather Answers Mobile More
All Kay Butcher, search your mailbox Search Mail Search web Home Kay
Compose
Inbox (52)
Drafts (8)
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Fw: Claim: 91044/000407, Claimant: Mr Richard Butcher, Your Ref: (6) People

**richard butcher** Sent from Yahoo Mail on Android ----- Forwarded mes 06/12/17 at 5:59 PM

**Laura Butcher** Guys I disagree and see that it fits within the ambit of W 07/12/17 at 10:13 AM

**richard butcher** What do you suggest we do sis? I having heard anythir 07/12/17 at 11:09 AM

**richard butcher** <lumpy99uk@yahoo.com> 07/12/17 at 4:30 PM
To Sandra Clampin
CC Butcher Kay

Dear Sandra
Thank you for your email and attached letter enclosure. We thank you for your assistance thus far.
However, we are somewhat disappointed that you have concluded that the ongoing legal dispute with our neighbour does not fall within our Policy Cover. We wholeheartedly disagree with this and see that the dispute matter fits within the ambit of, "What is covered". Specifically,

- A dispute relating to the interference of **your** use, enjoyment or right over **your home**.

The law recognizes that landowners or those in rightful possession of land, have the right to the unimpaired condition of the property and to reasonable comfort and convenience in its occupation.

To clarify, there are two pieces of land registered to us

EX296977 and EX210733, this includes the land highlighted in yellow which Mrs Hayes sent you when supporting her easement rights. We are disputing her easement request. There is no extra piece of land at the back as suggested, and this is not owned by St Clere's school as suggested by Mrs Hayes. Please see up to date land registry.

- Approx one year ago we paid for the land at the back of our garden to be cleared, all of the fencing, including the ones at the back that had fallen down were replaced.

- Mrs Hayes states she has used our land for over 30 years. Why was we not told of this, by Mrs Hayes herself when we first moved in? Why have we not seen her use this in the 6 years we have lived here?

- Surely this in itself is trespass, if secrecy was involved and that there was no registered easement on our land? Is this legal?

We have sent you pictures of the area that Mrs Hayes states she needs to access her garden. As you can see she has access to the back of her garden already and does not need to pass over our land, she is requesting by virtue of her easement application.

As previously stated, we sought to object to the B13 Notice of Application as Mrs Hayes' easement request does pass over our (above) registered lands.

Based on the above, we would kindly ask you to reconsider the legal cover policy position and/or provide us with written further justification as to why this dispute relating to the interference of your use, enjoyment or right over your home is not otherwise covered. Are you saying rhere is no need for us to object to Mrs Hayes easement application? Her easement application makes direct reference to our registered lands and we cannot afford (time and money) to seek alternative legal assistance to confirm one way or another, we therefore appreciate your thoughts on the matter for which you have reviewed. Thank you in advance and should you have any queries, please do not hesitate to contact us.

Yours sincerely

Mr and Mrs Richard Butcher

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People
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Folders
dispute
Drafts
Recent

Fw: Claim: 91044/000407, Claimant: Mr Richard Butcher, Your Ref: (6) People

**richard butcher** Sent from Yahoo Mail on Android ----- Forwarded mes 06/12/17 at 5:59 PM

**Laura Butcher** <laura@CROSSLANDFOX.COM> 07/12/17 at 10:13 AM
To lumpy99uk@yahoo.com, Butcher Kay, Kaybutcher75

This message contains blocked images. Show Images Change this setting

Guys

I disagree and see that it fits within the ambit of **What is covered**
• A dispute relating to the interference of **your** use, enjoyment or right over **your home**.

x

Kind regards

Laura Butcher

Director

Crossland Fox Limited. First Floor, The Lansdowne Building, No 2 Lansdowne Road, Croydon, CR9 2ER.

T: 0208263 6096. M: 07957 089 566. E: laura@crosslandfox.com. www.crosslandfox.com

Your mobile photos are available to view and share cid:image003.png@01D28C6D.58B84F80 cid:image004.png

Show original message

Reply Reply to All Forward More

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**We Fight Any Claim**
Savvy Brits Can Lookup Their Name to Check for PPI

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HM Land Registry Notification (2) People

**HM Land Registry** Dear Mr Richard Butcher Thank you for registering with 12/12/17 at 9:37 AM

**Kay Butcher** <kaybutcher75@yahoo.co.uk> 30 Jul at 11:20 PM
To: kaybutcher@nelft.nhs.uk

Sent from Yahoo Mail on Android

---- Forwarded message ----
**From:** "HM Land Registry" <notifications@landregistry.gov.uk>
**To:** "kaybutcher75@yahoo.co.uk" <kaybutcher75@yahoo.co.uk>
**Cc:**

Hide original message

**Sent:** Tue, 12 Dec 2017 at 9:37
**Subject:** HM Land Registry Notification

Dear Mr Richard Butcher

Thank you for registering with HM Land Registry. Your username is Lumpy1 . You will need to use this in conjunction with the password you have chosen to access HM Land Registry services. Your username will be required if you forget your password.

It is your responsibility to keep your username and password secure.
Please retain this email for future reference - you will need it if you forget your username.

Use the following link to access the service:
http://eservices.landregistry.gov.uk/wps/PropertySearch/AccountActivationServlet?requestId=MjAxNy0xMi0xMiAwOTozNjozMS43NTU2MjEw&

If the link does not work, you may find that copying and pasting the link into the address bar of your web browser will solve the problem.

If you require this notification in an alternative format please contact:
HM Land Registry "Find a Property" service
Helpline number 0300 006 0411
findapropertysupport@landregistry.gov.uk

Please do not reply to this email as it was sent from an account that cannot receive emails.

Your land and property rights: guaranteed and protected. HM Land Registry has given assurance and confidence to the property market in England and Wales since 1862. Find out more at www.gov.uk/land-registry

If you have received this email and it was not intended for you, please let us know, and then delete it. HM Land Registry checks all mail and attachments for known viruses, however, you are advised that you open any attachments at your own risk.

Reply Reply to All Forward More

Click to Reply, Reply all or Forward

Send

**Subject:** Fw: EX210733/A/123/AW

**From:** richard butcher (lumpy99uk@yahoo.com)

**To:** kaybutcher75@yahoo.co.uk;

**Date:** Tuesday, 14 August 2018, 7:01

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "richard butcher" <lumpy99uk@yahoo.com>
**Cc:**
**Sent:** Tue, 12 Dec 2017 at 23:19
**Subject:** Fw: EX210733/A/123/AW

Sent from Yahoo Mail on Android

----- Forwarded message -----
**From:** "richard butcher" <lumpy99uk@yahoo.com>
**To:** "Peterborough. OfficeMail" <peterborough.office@landregistry.gov.uk>
**Cc:**
**Sent:** Tue, 12 Dec 2017 at 23:18
**Subject:** EX210733/A/123/AW
FAO AMANDA WHITE/ SUSAN PAPWORTH

Dear Amanda White

Regarding your E mail we again object that the applicants claim to have acquired a right of way and that it does effect our property as follows:

- the fences were down along the whole length of our Garden when we first moved in 6 years ago. To be honest anyone could of come in or out of our Garden in this time without our knowledge including Mrs Hayes until we erected complete new fencing.

- our objection is that we have not seen anyone use this as a right of way and at no point did Mrs Hayes speak to us and state she uses this as a right if way during the 6 years we have been living here. If Mrs Hsys has been using this as she claimes this has been without our knowledge. This in it's self is surely trespass.

- Mrs Hayes has no need use our Garden to gain access to the back of her Garden as she can ascces this thorough her own garden.

- at no point has Mrs Hayes stated why she needs the access now after 6 years of silence.

- the back of the garden was completely overgrown with a couple of large bushes, A tree and weeds, before we spent money clearing this professionally before the erection
of new fences. There is no way anyone would have been able to walk through the back of our Garden before this was cleared.

- We have included the land registry as it stands today as an attachment, which confirms that Title EX210733 & EX296977 are registered to us. This clearly shows that Mrs Hays would have to pass through our land not St Cleres School as stated to gain access.

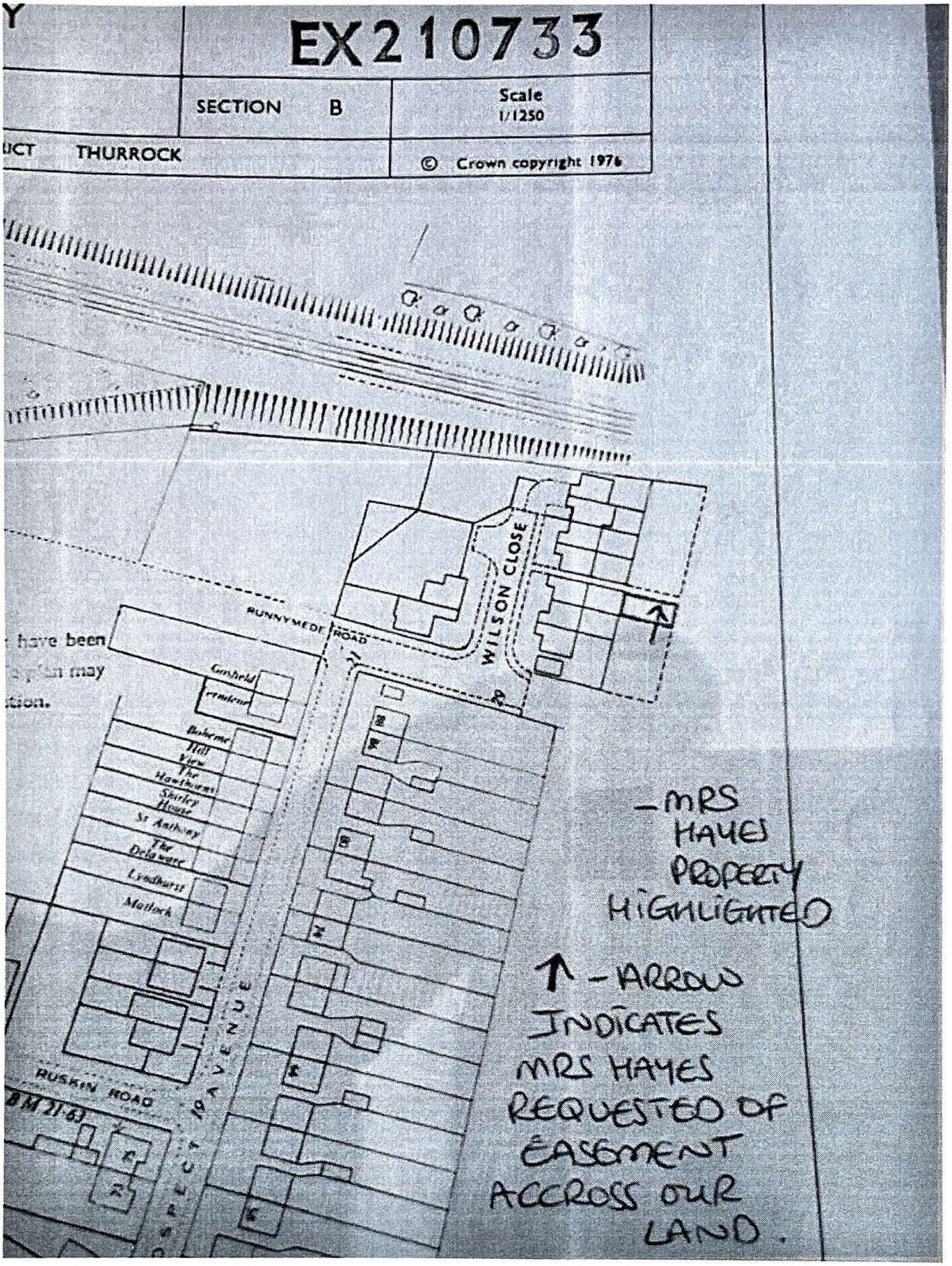
- Also attached is a diagram of how Mrs Hayes request for an easment imposes on our land

There is no extra piece of land belonging to St Cleres school at the back of our registerd land.

- This intrusion would ruin our privacy and enjoyment of our Garden.

Many Thanks

Mr And Mrs Butcher




Sent from Yahoo Mail on Android

## Attachments

- RegisterPlanEX296977.pdf (253.78 KB)

- RegisterPlanEX210733.pdf (266.07 KB)
- 20171212_225817.jpg (2.75 MB)

HM Land Registry
Peterborough Office

**Private**

Kay Butcher
6 Wilson Close
Stanford-le-Hope
SS17 0LA

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Date
18 December 2017

Our Ref
L226CRP

# B193(O) Notice of objection under Section 73(5) Land Registration Act 2002

Important: this notice is not a circular. Please read it carefully. If you do not know what to do you should consider taking legal advice.

| | |
|---|---|
| Title number | **EX210733** |
| Property | **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)** |
| Applicant | **Ursel Klara Hayes** |
| Applicant's representative | **Penmans** |

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

DX 321601 Gloucester 33
Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

Dear Mr Butcher

Thank you for your message dated 12 December 2017. I note you object to the application affecting the above title and I have therefore notified the applicant of your objection under 73(5)(a) of the Land Registration Act 2002.

**How does this affect the application?**
As an objection to the application has been received, HM Land Registry cannot complete the application until the objection has been withdrawn or otherwise disposed of.

Just because an objection has been accepted does not mean that HM Land Registry considers that the objection will succeed, only that it is not groundless under section 73 of the Land Registration Act 2002.

**What happens now?**
The applicant must now consider whether they still want to proceed with or withdraw the application in the light of the objection that has been received. The applicant has until **11 January 2018** to confirm to me whether they wish to proceed with the application.

If the applicant decides to proceed and you continue to object, you will both be embarking on a process which could lead to a hearing before the Land Registration division of the Property Chamber, First-tier Tribunal (The Tribunal) or to proceedings in court.

An application, or an objection to an application, may be withdrawn at any time until HM Land Registry refers the matter to the Tribunal.

**If the applicant decides to proceed the other important dates in the dispute process are as follows:**

| **Stage** | **Action by HM Land Registry** | **Date** |
|---|---|---|
| Three Month stage | Reminder Letter | **21 March 2018** |
| Five Month stage | Issue of draft case summary | **25 May 2018** |
| Six Month stage | Matter referred to Tribunal | **27 June 2018** |

It may be that the parties can, through negotiations, come to agreement as to how the application and objection should be dealt with, avoiding the necessity for a referral to the Tribunal. Please let me know if you would like to negotiate with the other party if the applicant confirms that they wish to proceed and believe you can reach agreement. You can indicate this by placing a tick or cross in the appropriate box on the form enclosed with this letter and returning the form to us. If you wish to reply by e-mail please see the 'Conclusion' section below.

If all parties indicate they would like to negotiate, I will take no further action to refer the case to the Tribunal until after the six month stage to allow the negotiations to proceed. Please note however, that if one party fails to tell us that they wish to negotiate or indicates that they are unwilling to negotiate or negotiations break down, HM Land Registry must refer the case to the Tribunal.

I will write to the parties at the three month stage as a reminder that you are half way through the negotiation period. If I have not heard from both parties by the five month stage confirming that the parties have not only reached agreement, but also agree between them how their settlement is to be actioned, resulting in the cancellation or withdrawal of the application or the objection I will make preparations for the matter to be referred to the Tribunal. I will send a draft case summary to the parties prior to referring the matter to the Tribunal as referred to elsewhere in this notice.

**No negotiations or breakdown of negotiations**
If either party indicates they do not want to negotiate, or negotiations break down so that it is evident that agreement cannot be reached,

then HM Land Registry must at that stage refer the matter to the Tribunal under section 73(7) of the Land Registration Act 2002.

**Referral to the Tribunal**
When HM Land Registry refers a dispute to the Tribunal we send the Tribunal the case summary and copies of the documents referred to in the case summary.

The case summary will include details of the parties and their representatives and set out factual information about the application and the objection. The purpose of the case summary is limited to two matters. First it will provide the Tribunal with sufficient information to enable it to decide which party is to be the applicant, and which the respondent, for the purpose of the proceedings before it. Secondly it will enable the Tribunal to decide whether to hear the matter itself, or make a direction requiring one of the parties, usually the party it has designated as the applicant, to start proceedings in court. The case summary will only contain factual information, it will not contain details of all the parties' evidence and arguments. A copy of the case summary will be sent to you for comments as to any factual inaccuracies before the referral is made. The case summary will then be sent to the Tribunal when the referral is made.

**The role of the Tribunal**
The Tribunal is independent of HM Land Registry, and its role is to determine disputes arising from applications to HM Land Registry.

Once a case is referred to it, the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 will apply. These set out a formal process that must then be followed.

**Further Information**
Please take time to read the important guidance note below which is intended to assist people who receive a notice about a disputed application.

**The application**

With regard to the land affected I enclose an official copy of your title plan, EX210733. We have overlaid onto this a trace of the plan attached to the applicant's ST4 - she claims a right of way over the land tinted yellow. We have also overlaid onto your title plan a trace of the up to date Ordnance Survey detail which shows the position on the ground. You will see from this that the fence (shown by a black line on the Ordnance Survey plan) does not coincide with the red edging on your title plan, and that therefore there is a strip of land which, according to the Ordnance Survey detail, is within the fenced extent of your property, which does not fall within the red edging on the title plan - this is why we commented to you that we did not think that the application affected your title.

**Conclusion**
The applicant now needs to decide whether they wish to proceed with the application.

Can you please indicate either by returning the form enclosed with this letter or by e-mail to peterborough.office@landregistry.gov.uk, whether you would wish to negotiate with the applicant, if they confirm that they wish to proceed with the application.

**Please reply before 12 noon on 11 January 2018. If we do not hear from you by then, we will assume that you do not wish to negotiate and, if the applicant confirms they wish to proceed with their application we will commence referral of the matter to the Tribunal.**

We will of course inform you of the applicant's decision.

If you would like to discuss this notice or require it in an alternative format please contact me.

Yours sincerely

A White

Amanda White
Direct Line 0300 0063162

**Guidance Note**
This note is to help you understand our procedures if someone has objected to your HM Land Registry application or if you are objecting to an application made by someone else. It is not a substitute for independent legal advice, and you ought to consider taking independent legal advice if you are involved in such a dispute. HM Land Registry cannot give legal advice, only guidance about HM Land Registry procedures.

## 1. Background

HM Land Registry is the body which deals with applications to register land in England and Wales. Every registered property has its own unique title number, a register which shows who owns the property, and a plan on which the property is shown edged red.

Any application to HM Land Registry may be the subject of a dispute. For example, Mrs Smith claims that she has a right to walk over a footpath which crosses Mr Jones's garden. She applies to register the right over Mr Jones's property and we notify Mr Jones. Mr Jones then objects to the application because he argues that there is no such right. In this type of case we cannot complete Mrs Smith's application because of the objection. This note explains what we do when we receive an objection.

## 2. Notice of the application

Using the Mrs Smith/Mr Jones example again, when we receive the application by Mrs Smith (or her solicitors/conveyancers), we will serve notice on Mr Jones. This is a formal letter which tells Mr Jones about the application, and gives him a period of fifteen business days to reply. Mr Jones may consent to the application, object to it or do nothing. If no objection is received by us within that time, we will complete the application.

## 3. The objection

When we receive an objection we will check that it is valid. This does not mean that we will decide whether the objector is right, merely whether the objector has an argument to challenge the applicant's claim. If it appears to us that the objection is entirely without merit, then we will judge it to be 'groundless' and we will complete the application. In our example, Mr Jones might object because he believes the footpath is in poor condition and is an eyesore. Whilst Mr Jones might be reasonable in this view, it is not a valid objection because it does not relate to whether or not Mrs Smith has a legal right to use the footpath. If Mr Jones has nothing else to say about the matter, then we would treat his objection as 'groundless', and Mrs Smith's right would be registered.

But if the objection is not groundless we will send the applicant a formal letter telling her about the objection and we will send a letter to the objector explaining the action we have taken. Mrs Smith and Mr Jones will then have the following options:

- The applicant (Mrs Smith) may withdraw her application.
- The objector (Mr Jones) may withdraw his objection.
- They may decide to try and come to an agreement about the matter by negotiating.
- Either of them may decide to go to court to resolve the dispute.
- Either of them can request the matter to be referred immediately to the Land Registration division of the Property Chamber, First-tier tribunal ('the Tribunal'), which is a tribunal specifically set up to decide HM Land Registry disputes, similar to a court and entirely separate from HM Land Registry.

## 4. What happens next?

A lot of disputes are resolved by agreement. For this reason, at the same time that we notify the applicant of the objection we will ask both parties if they would like some time to negotiate. If they do, we will allow six months for them to try to reach agreement. If they can't reach agreement within that time, or at any

stage one or both of them tell us that they do not want to negotiate, we will send the case (refer it) to the Tribunal.

In addition, if one party starts proceedings in court whilst a disputed application is being processed by us, then we will immediately refer the dispute to the Tribunal which is likely to adjourn proceedings (keep them 'on hold') until the court has heard it and made a decision.

Once the dispute has been referred to the Tribunal, it is important that you are aware that nobody can withdraw from it without the agreement of the Tribunal.

## 5. The case summary

When we refer the dispute, we send a case summary to the Tribunal. This is a short document which sets out the basic facts and issues that are in dispute. Its only purpose is to help the Tribunal to answer some very basic questions such as

- who should be named as applicant?
- should the case be heard by the Tribunal, or should the Tribunal direct one of the parties to start court proceedings?

An example of a case summary is given in section *10 Appendix*. We will let the parties know that we intend to refer the case and will send them copies of the proposed case summary so they can comment if they wish, though the content will, in the end, be decided by HM Land Registry. Once the dispute has been referred to the Tribunal, we have no further role in the dispute until it has been decided by the Tribunal (or the Court). The Tribunal has its own set of rules governing the procedures that apply to its proceedings and you can find more information about the Tribunal at www.gov.uk/apply-land-registration-tribunal/overview

## 6. The role of HM Land Registry in these cases

HM Land Registry must always remain impartial. We might express a view about the case, but it is only a view and does not bind anyone. The Tribunal judges are not obliged to consider our views and will not usually even be aware of them. This means that when we refer the case, any letters which we have sent expressing our views will not normally be passed on to the Tribunal with the case summary and its enclosures.

Sometimes the people involved in the dispute find our input helpful in trying to come to an agreed settlement, and if we are asked to do so we shall try and assist. We will not take sides, but you should be aware that we might express views which do seem to favour one side rather than another. This will simply be because one side's argument appears stronger. However, whilst our views may be helpful because of our experience and impartiality, nobody is obliged to accept them or to take them into account.

Any correspondence and evidence that we receive in the dispute process is open to both sides therefore you should not send us confidential letters or documents to support your case.

## 7. The Tribunal

As a result of the referral to the Tribunal you may need to attend a hearing where you or your legal representative and the other parties will present your cases to a judge. The judge will decide which party wins the case and if any costs are payable by one party to another.

## 8. Costs

You will understand that costs are likely to be incurred in connection with the various procedures we have outlined, and you should be aware that the Tribunal has power to make an order for costs against either party in respect of the proceedings before it. There is also separate provision for the registrar to make an order for costs in some circumstances in relation to proceedings within HM Land Registry for example

where costs have been incurred prior to referral to the Tribunal. HM Land Registry's Practice Guide 38 (which is aimed at legal advisors) contains information as to costs in disputed applications. This is an important matter and you may therefore wish to consider taking legal advice. HM Land Registry cannot give you legal advice on this issue. All of our guides can be obtained from www.gov.uk/land-registry.

## 9. The Tribunal's decision

At the end of the Tribunal proceedings, the Tribunal will make an order. The order will usually tell us what action we should take; for example, in Mrs Smith's case, the Tribunal may decide that Mrs Smith has a right of way over Mr Jones's property and order us to complete the application by entering the right on Mr Jones's registered title.

## 10. Appendix

| **This case summary accompanies a notice to the Land Registration division of the Property Chamber, First-tier Tribunal under rule 5 of the Land Registration (Referral to the Adjudicator to HM Land Registry) Rules 2003.** | |
|---|---|
| **Title number(s)**: | AB12345 and AB7890 |
| **Property**: | 123 and 125 Steep Hill, New Town, Midshire |
| **Applicant**: | Sharon Smith |
| **Applicant's address**: | 123 Steep Hill, New Town, Midshire |
| **Applicant's legal or other representative**: | Hollys, 789 High Street, Down Town, Midshire<br>Ref:P/AD/12 |
| **Objector**: | Wayne Jones |
| **Objector's address**: | 125 Steep Hill, New Town, Midshire |
| **Objector's legal or other representative**: | Ivys, 321 Lower Road, Uptown, Midshire<br>Ref:JEC/XZ/541 |
| **Summary of core facts**: | The applicant is the registered proprietor of title number AB12345. The applicant claims the benefit of a right of way for pedestrian use over a pathway which leads from her property to the public highway, and which crosses the rear garden of the objector's property which is registered under title number AB7890. The claimed right does not appear on either registered title. The applicant claims the right has been acquired through long use (prescription). The objector contests the claim on the basis that he argues that the use has been with his licence and consent |

| | |
|---|---|
| **Details of application**: | The applicant has applied for the claimed right to be noted on the registers of title number AB12345 and title number AB7890 |
| **Details of objection**: | Notice of the application was served on the objector as the registered proprietor of title number AB7890. The objector has objected to the application on the ground that the right has not been used 'as of right' and has not arisen under the common law or The Prescription Act |
| **Anything else that the registrar considers to be appropriate:** | None |
| **Copy documents accompanying case summary:** | 1. Application in form AP1 dated 13 October 2013<br>2. Letter from Hollys to HM Land Registry dated 13 October 2013<br>3. Title plans and registers of title numbers AB12345 and AB7890<br>4. Statutory Declaration of the applicant dated 12th September 2013<br>5. Notice served on the objector dated 20 October 2013<br>6. Letter from the objector to HM Land Registry dated 6 November 2013 |
| Signed:<br>Land Registrar for and on behalf of the Chief Land Registrar<br>Dated: | |

**B193(O)**

1. Complete and sign this form
2. Return it to HM Land Registry (see page 1 of the notice for office address) by the reply deadline below

Date of notice: 18 December 2017
Title number: EX210733
Reply deadline: Before 12 noon on 09 January 2018

I am willing to negotiate with the other party/parties if they decide to proceed, as I consider that it may be possible to dispose of the objection by agreement

☐

OR

I am not willing to negotiate with the other party/parties if they decide to proceed, and would request that the matter be referred to the Land Registration division of the Property Chamber, First-tier Tribunal

☐

*Signed.....

Name in full (print).....

Date.....

**Every objector must sign*

*Office use only*
Our Ref: L226CRP

arc legal assistance
**Tel:** 0344 770 9000
**Email:** claims@arclegal.co.uk
**Email:** marketing@arclegal.co.uk
PO Box 8921, Colchester CO4 5YD

**Our Reference: Arc/91044/000407/SAC**

Mr R Butcher
C/O
37 Cavalry Drive
March,
Cambs
PE15 9EQ.

**Sent by: Royal Mail Signed For® 1st Class**

21 December 2017

Dear Mr R Butcher

**Re: Aviva HSBCLegal Expenses Insurance**
**Incident Date: 22 August 2017**

Please find enclosed the return of your original documentation. We can confirm we have retained digital copies for our file.

Yours sincerely

Sandra Clampin
Claims Department

Enc. Original Documentation

# HM Land Registry
## Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Mr R Butcher and Mrs K Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
31 January 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW/PB Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard John Butcher and Kay Butcher**

Dear Mr Butcher

Thank you for your recent communication.

As both the parties have indicated that they would like to negotiate I will defer any referral to the Land Registration division of the Property Chamber, First-tier Tribunal (The Tribunal) until after **27 June 2018** to allow the negotiations to take place.

I will however write to the parties after **21 March 2018** as a reminder that we are half way through the period of negotiations.

If at any time a party no longer wishes to negotiate or it becomes apparent that negotiations are not progressing towards an agreed resolution of the dispute then any party can write to us requesting that the matter be referred to the Tribunal to determine.

Yours sincerely

A. White

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

Title Number : EX210733

This title is dealt with by HM Land Registry, Peterborough Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 8 MAY 2017 at 12:17:12 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---|---|
| Title Number | : EX210733 |
| Address of Property | : Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA) |
| Price Stated | : £177,500 |
| Registered Owner(s) | : RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA. |
| Lender(s) | : HSBC Bank PLC |

# Title number EX210733

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 8 MAY 2017 at 12:17:12. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

## A: Property Register

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

THURROCK

1 (03.05.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 6 Wilson Close, Stanford-Le-Hope (SS17 0LA).

## B: Proprietorship Register

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

### Title absolute

1 (27.10.2011) PROPRIETOR: RICHARD JOHN BUTCHER and KAY BUTCHER of 6 WILSON CLOSE, STANFORD-LE-HOPE SS17 0LA.

2 (27.10.2011) The price stated to have been paid on 8 August 2011 for the land in this title and in EX296977 was £177,500.

3 (12.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 September 2015 in favour of HSBC Bank PLC referred to in the Charges Register.

## C: Charges Register

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

1 A Conveyance dated 29 October 1900 made between (1) Frederick Morley Hill and (2) George Brewster contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 A Conveyance dated 5 November 1900 made between (1) Frederick Morley Hill and (2) Edward James contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

3 A Conveyance of the land in this title and other land dated 28 December 1934 made between (1) Elizabeth Annie Rubie and Bernard Finch Roberts (Vendor) and (2) William Woodburn Wilson (Purchaser) contains covenants.

By a Deed dated 27 November 1957 made between (1) Bernard Finch Roberts and John Edmonds Tilhurst and (2) William Woodburn Wilson the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land tinted blue on the filed plan dated 11 September 1978 made between (1) Essex County Council and (2) Ronald William Wade

# HM Land Registry
## Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Richard Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
25 April 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW/PB Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Dear Mr Butcher

Thank you for your letter received on 11 April 2018, and I apologise for the delay in replying but the lawyer dealing with the dispute has been on leave.

We understand that you are prepared to negotiate and wish to avoid a referral to the Tribunal, but it appears, from what you say, that there have been no negotiations, and there would appear to be no prospect of their objection being disposed of by agreement. In such circumstances we have no alternative but to refer the matter to the Tribunal. Section 73 (7) of the Land Registration Act 2002 says - "If it is not possible to dispose by agreement of an objection to which subsection (5) applies, the registrar must refer the matter to the adjudicator". The provision says we " must" refer in such circumstances; we have no discretion.

We will therefore prepare a draft case summary and forward this to both parties for comments.

Yours sincerely

A White

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

# HM LAND REGISTRY

## Case Summary

This Case Summary accompanies a notice to the Land Registration division of the Property Chamber, First-tier Tribunal under rule 5 of the Land Registration (Referral to the Adjudicator to HM Land Registry) Rules 2003.

| | | |
|---|---|---|
| Title number: | | EX210733 |
| Property: | | Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA) |
| Applicant: | | **Ursel Klara Hayes** |
| Applicant's address: | | 4 Wilson Close, Stanford-le-Hope, Essex SS17 0LA |
| Applicant's legal or other representative: | | Penmans Solicitors |
| | of: | Stanhope House, High Street, Stanford-le-Hope, Essex SS17 0HA |
| | DX: | None |
| | Tel: | 01375 641107 |
| | Email: | stanford@penmanslaw.co.uk |
| | Ref: | GJB/LC/49301/Black |
| Objector: | | **Richard John Butcher and Kay Butcher** |
| Objector's address: | | 6 Wilson Close, Stanford-le-Hope, Essex SS17 0LA |
| | Tel: | 01375 407211 and 07079862015 |
| | Email: | lumpy99uk@yahoo.com |
| | Ref: | None |
| Objector's legal or other representative: | | None |

Summary of core facts:

1. a) The Applicant has applied in Form AP1 for registration of the benefit and noting of the burden of an easement, being a right of way over the land shown coloured yellow on the plan attached to the Applicant's statement of truth (ST4) dated 28 April 2017, on the basis that it has been acquired through long use.

   b) The Applicant is the registered proprietor of title number EX282809 which is claimed to have the benefit of the easement.

   c) Details of the use and the nature of the rights claimed are set out in the statutory declarations/statements of truth which have been lodged by the Applicant in support of the application.

   d) The Objector is the registered proprietor of title number EX210733 which the Applicant claims is subject to the burden of the easement.

e) Notice of the application was served on the Objector as an adjoining owner and the registered proprietor of title number EX210733. The Objector has objected to the application on the grounds that the use by the Applicant and their predecessors has not been for the minimum period of 20 years.

f) The registrar does not believe that the route of the claimed right of way, as shown on the plan attached to the Applicant's statement of truth, affects the Objector's property. This was raised with the Applicant's legal representatives in a requisition dated 19 July 2017 to which no reply was received; the application was not amended.

| | |
|---|---|
| Details of application: | Date of Application 8 May 2017<br>Application for a prescriptive easement made in Form AP1 dated 16 August 2017 |
| Details of objection: | Date of Objection 12 December 2017<br>Objection made by email dated 12 December from Richard Butcher and Kay Butcher |
| Anything else that the registrar considers to be appropriate: | |
| Copy documents accompanying case summary: | 1. Application in Form AP1 dated 4 May 2017.<br><br>2. Official copy register entries for title number EX210733, EX282809, EX296977, EX182416 and title plans.<br><br>3. Statement of Truth of Ursel Klara Hayes in form ST4 dated 28 April 2017.<br><br>4. Statutory Declaration of Frederick Sargeant dated 2 May 2017.<br><br>5. Conveyance dated 24 January 1969 and made between (1) J. Thom Limited and (2) Cyril Ronald Hogger and (3) David John Cook.<br><br>6. Requisition addressed to Penmans dated 19 July 2017<br><br>7. Notice of the application sent to the Objector dated 6 September 2017<br><br>8. Email from Richard Butcher and Kay Butcher to HM Land Registry dated 12 December 2017. |

Signed:

.....

Tom Dove
Land Registrar
Peterborough Office

for and on behalf of the Chief Land Registrar.

Date <<DATE~>>

8th MAY 2018





8th MAY 2018





# HM Land Registry
## Peterborough Office

**Sent by email**

Richard Butcher and Kay Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Email sent to:
lumpy99uk@yahoo.com

Date
11 May 2018

Your ref
none

Our ref
EX210733/D/023/SP/AW/PB Lawyer Support

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Dear Mr and Mrs Butcher

Thank you for your email and enclosures of 9 May 2018.

While we appreciate what you say, the issues which you raise, and the lack of progress, are really matters between you and Mrs Hayes. HM Land Registry (HMLR) has no power to make Mrs Hayes speak to you. She made an application to HMLR which on the face of it was in order. You have objected to that application, and we cannot complete the application while your objection remains outstanding.

The draft case summary has been prepared with a view to there being a referral to the Tribunal because there has been no progress towards settling the dispute. HMLR must refer an application, to which there is an objection that has not been resolved by agreement, to the Tribunal. We have no discretion in the matter.

Yours sincerely

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

HM Land Registry
Peterborough Office

**Private**

Richard Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Delivered by Royal Mail

ROYAL MAIL
POSTAGE PAID GB
HQ 319

Date
5 July 2018

Your ref
NONE

Our ref
EX210733/A/123/AW/52B

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

DX 321601 Gloucester 33
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@landregistry.gov.uk

www.landregistry.gov.uk

# Notice to parties of referral to the Land Registration division of the Property Chamber, First-tier Tribunal Section 73(7) Land Registration Act 2002

Important – This notice is not a circular. Please read it carefully. If you do not know what to do, you should consider taking legal advice.

| | |
|---|---|
| Title number | **EX210733** |
| Property | **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)** |
| Applicant | **Ursel Klara Hayes** |
| Objector | **Richard John Butcher and Kay Butcher** |

Dear Mr and Mrs Butcher

I am writing to you about the application and objection affecting the above title.

As it has not been possible to dispose of the objection by agreement the matter in dispute must now be referred to the Land Registration division of the Property Chamber, First-tier Tribunal (the Tribunal) in accordance with section 73(7) of the Land Registration Act 2002. This letter constitutes formal notice of the referral to the Tribunal pursuant to rule 5(2)(b) of the Land Registration (Referral to the Adjudicator to HM Land Registry) Rules 2003. A copy of the Case Summary sent to the Tribunal is enclosed.

The Tribunal will contact you in due course.

In the meantime, should you need to contact the Tribunal, the address is as follows:

The Land Registration division of the Property Chamber, First-tier Tribunal
3rd Floor
10 Alfred Place
London
WC1E 7LR

Yours sincerely

A. White.

Amanda White, Lawyer Support Officer

HM Courts & Tribunals Service
Property Chamber Land Registration
First-tier Tribunal
3rd Floor
10 Alfred Place
London
WC1E 7LR

MDH.JW.48104/HAY

REF/2018/0582

16 August 2018

Dear Sirs

**Re: EX210733 - Ursel Klara Hayes -v- Richard John Butcher & Kay Butcher**

We acknowledge receipt of the Survey Report, which we have discussed with our client and it is quite clear from such that the easement, which our client is claiming, does not form part of the land in title number EX210733 and have no alternative but to withdraw our application and resubmit our application in respect of the land at the rear of number 6 Wilson Close, which belongs to St. Clere's Co-operative Academy Trust. We enclose a copy of the email, which we sent to Peterborough Land Registry on 31 May 2018. — where is it?

Yours faithfully

Penmans Solicitors

Enc

Dear Sirs

We acknowledge receipt of your email enclosing the Case Summary and the Surveyor's Report.

We confirm our telephone conversation when we advised you that it would appear that we misread your requisition dated 19 July 2017, thinking that you were referring to the land coloured yellow in our application providing access from Wilson Close to the rear of 6 Wilson Close. We understand that your reference to the land at the rear of 6 Wilson Close was not included in the Butcher's title. If that is the case, then the easement being claimed must be across land belonging to St. Clere's Co-Operative Academy Trust. Is that the case?

Yours faithfully

M D Hornby
Penmans

17/08/18

1900 hrs

Neighbours builder knocked asking for access due to building works.

Denied at present due to uncertainty of who owns the land.

(Spoke to Kay)

16/08/18
1730

Sitting in lounge, could see Mrs Mayer son walking in St Clere's School grounds throwing conifer cuttings over into the alleyway.
at 1930 I was sitting in lounge + could see a strange man in my garden at the back, in Stated right of way of Mrs Hayes. Luckily Richard came home and went to the back to ask him what he was doing. I was very concerned at this could have been a burgler, and what would have happened if we were not in? No builders van outside to see.
Noticed there is a gap leading into our garden now from Mrs Hayes.
Fred Segeant is head of neighbour hood watch + Richard gets updates ~~fr~~ and there has been recent burglery's. How do we

KNOW THAT HE WAS A BURGLER.
YOUNG LAD OF ABOUT EARLY 20'S

HE ALSO TRIED TO HIDE HIMSELF
BEING THERE BY MOVING OUR WATER BUTT
ON TOP OF THE OTHER ONE SO HE COULD
NOT BE SEEN FROM OUR HOUSE

16/08/18

19.30 Strange man in back of our garden. Cutting down Mrs Hayes conifers, very hesitant on approach. could have been a burgles

I was
~~We~~ were sitting in lounge and saw husband came in and I said go see whats going on

Richard went to back of garden and said ..... blah blah

Noticed now there is a gap

Application for alteration — can this be claimed for the back of our garden?

Squatter's rights? (Not sure if 10 yrs)

Conditions relevant to us:-

⇒ the squatter believed they owned the land in question (Poor land registry details when bought back of garden)

→ Squatter has built on land in the mistaken belief that they were the owner of it.

Unable to do adverse possession as not been here for 10 years (only 8 yrs).

Penmans Solicitors
Stanhope House
High Street
Stanford Le Hope
Essex
SS17 0HA

Richard and Kay Butcher
6 Wilson Close,
Stanford Le Hope,
Essex
SS17 0LA

EA LC BUTCHER 14617.2

Dear Penmans Solicitors

We thank you for your letter dated 16th August 2018. It has come as no surprise to us, you have since withdrawn your client's application for the easement in respect of land in our title.

The land and its boundary belong to us, as a matter of fact. This was discernible by the Surveyor Report conducted by Land Registry in May 2017. Unfortunately, we did not receive a copy of this Report until May 2018, placing parties on an unequal footing and ourselves in a disadvantageous position.

In December 2017, it is extremely concerning that the Land Registry contradicted their own Report findings, based on facts wholly misrepresented by you on the hearsay of your client. We have since escalated with the Land Registry, directly and separately.

We now understand, you are withdrawing your application for the easement in respect of land in our title and are resubmitting your application in respect of the land belonging to St Clere's Academy. We start with asking your client for a clear and undisputed record that the land belongs to St Clere's Academy. Your client should be prepared to explain, in particular:

Burdens of an Encroachment: The exact scope of their new claim to easement and the legal boundary lines [to and from];

Record & Survey: Whether there is a new survey?

Use: Why is it reasonably necessary? It has been an undisputed area until now.

In the meantime, we remain are confident this case will continue to go nowhere not only because it is without basis but because the neighbouring properties, 2, 8, 10, 12 and 14 are of dispute of equal value to "land at the back" belonging to neighbouring properties. They would be bound to the same easement terms. There is also the potential that your client is in breach of their own planning permission and our rights to privacy, having extended the scope in constructing a door/balcony area to the top of the extension to the rear of their property.

Yours faithfully

Mr and Mrs Butcher

HM Courts & Tribunals Service

**Property Chamber**
**Land Registration**
**First-tier Tribunal**
3rd Floor, 10 Alfred Place
London WC1E 7LR

Tel: 020 7291 7250
Fax: 020 7291 7251
Goldfax: 0870 739 4134
DX: DX305001 Tottenham Court Road 5
Email: landregistration@hmcts.gsi.gov.uk
Website: www.justice.gov.uk/tribunals

Richard John Butcher and Kay Butcher
6 Wilson Close
Stanford-le-Hope
Essex
SS17 0LA

Our Ref: REF/2018/0582

24 August 2018

Dear Sir/Madam,

**EX210733**

**Ursel Klara Hayes vs. Richard John Butcher and Kay Butcher**
**Land at the back of 6 Wilson Close, Stanford-le-Hope Essex SS17 0LA**

Please find enclosed a copy of the Order of the Tribunal dated 24 August 2018 with appeals and stays information.

Please note that the Tribunal is able to decide whether to make orders for costs in relation to these proceedings. The general rule is that the successful party ought to receive his costs.

If either party wishes to make a further application to the Tribunal for an order for costs, a detailed schedule of costs incurred should be submitted by 21 September 2018.

Only costs incurred since the date of the Land Registry's reference of the matter to the Tribunal can be considered. This matter was referred to the Tribunal on 5 July 2018.

Yours faithfully,

P.P.

Cherry-Ann Lucas
**For the Tribunal**

# HM Land Registry
## Peterborough Office

Delivered by Royal Mail

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HQ 319

Mr R. Butcher and Mrs K. Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
5 September 2018

Your ref
NONE

Our ref
L226CSL

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard John Butcher and Kay Butcher**

Dear Mr & Mrs Butcher

Further to earlier correspondence I am writing to inform you that the application has been cancelled on 5 September 2018 in accordance with the order of the Tribunal dated 24 August 2018.

Yours sincerely

Sue Lamberton
Direct Line 0300 006 3050

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

HM Courts & Tribunals Service

**Property Chamber**
**Land Registration**
**First-tier Tribunal**
3rd Floor, 10 Alfred Place
London WC1E 7LR

Tel: 020 7291 7250
Fax: 020 7291 7251
Goldfax: 0870 739 4134
DX: DX305001 Tottenham Court Road 5
Email: landregistration@hmcts.gsi.gov.uk
Website: www.justice.gov.uk/tribunals

Richard John Butcher and Kay Butcher
6 Wilson Close
Stanford-le-Hope
Essex SS17 0LA

Our Ref: REF/2018/0582

12 September 2018

Dear Sir/Madam,

**EX210733**
**Ursel Klara Hayes vs. Richard John Butcher and Kay Butcher**
**Land at the back of 6 Wilson Close, Stanford-le-Hope Essex SS17 0LA**

Further to the enclosed letter dated 5 September 2018 from the Land Registry informing the Tribunal that the referred application has now been cancelled, the file opened by this office in respect of this matter will now be closed subject to any question of costs.

Please note that this file will be destroyed on or after 11 September 2020.

Yours faithfully,

Martin Gosling
**For the Tribunal**

HM Land Registry
Peterborough Office

Property Chamber Land Registration
First-tier Tribunal
DX 305001
Tottenham Court Road 5

RECEIVED
07 SEP 2018
TRIBUNALS SERVICE

DX

Date
5 September 2018

Your ref
REF/2018/0582

Our ref
Y802DSL

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Applicant **Ursel Klara Hayes**

Objector **Richard John Butcher and Kay Butcher**

Dear Sirs

Further to earlier correspondence I am writing to inform you that the application has been cancelled on 5 September 2018 in accordance with the order of the Tribunal dated 24 August 2018, and your files can now be closed.

Yours faithfully

Sue Lamberton
Direct Line 0300 006 3050

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

DX 321601 Gloucester 33

Tel 0300 006 0007
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@landregistry.gov.uk

www.gov.uk/land-registry

# HM Land Registry
## Peterborough Office

Delivered by Royal Mail

ROYAL MAIL
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HQ 319

Mr and Mrs Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Date
1 October 2018

Your ref
NONE

Our ref
EX210733/D/023/SP/AW

Title number **EX210733**

Property **Land At The Back Of 6 Wilson Close, Stanford-le-Hope (SS17 0LA)**

Dear Mr & Mrs Butcher

Thank you for your letter dated 14 September 2018. This has been referred to the lawyer.

Yours sincerely

A White

Amanda White
Direct line 0300 0063162

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

DX 321601 Gloucester 33

Tel 0300 006 0007
peterborough.office
@landregistry.gov.uk

www.gov.uk/land-registry

Gerard Buggle LL.B (Hons)
Michael Hornby
Julia Clark (Conveyancing Manager)
Delyth Smith LL.B (Hons)

# Penmans

**Solicitors and Commissioners for Oaths**

**Stanhope House**
**High Street**
**Stanford-le-Hope**
**Essex SS17 0HA**

Fax 01375 641107
Tel 07539 156 704
Email stanford@penmanslaw.co.uk

Mr and Mrs Butcher
6 Wilson Close
Stanford Le Hope
Essex
SS17 0LA

Our ref: DJS/JW/48104.Hay

Your ref:

4 March 2021

Dear Mr and Mrs Butcher

**Re: Land on the South Side of 4 Wilson Close**

Further in the Tribunal's Order dated 19 February 2021, we enclose a copy of the Applicant's statement by way of service.

We await your statement in accordance with this order.

Yours sincerely

Delyth Smith
Penmans Solicitors

resolution first for family law

Penmans is authorised and regulated by the Solicitors Regulation Authority (S.R.A. Number 00059197)

Also at 83a St Johns Way, Corringham, Essex SS17 7LL Tel: (01375) 673968

THE LAW SOCIETY ACCREDITED Conveyancing Quality 2000

(8) Mr Butcher has since put down a concrete base and a summerhouse across my accessway over the land coloured red which prevents me from using it at all. He has also installed a gate across my accessway which he has locked.

(9) By virtue of the uninterrupted use of the accessway over the areas coloured red and green (with the exception of the area of land marked green which passes through the middle of Mr Butcher's Property) I believe I have acquired a prescriptive right to use that accessway.

(10) I have also acquired adverse possession over the land tinted blue on the plan under Title No. EX992488 which now forms the rear of my garden.

**Documents which are important to the Applicant's case of which the Tribunal or any other party will require in order properly to understand the Applicant's case [NOTE; copies of the documents in this list should also be supplied – rule 30(1)(b)]**

| Description | Original/ Copy | Date of document | Parties | Page Number |
|---|---|---|---|---|
| Photos | copies | 2020 | | |
| Statement of Frederick Sergeant | Copy | 2.5.2017 | | |
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| | | | | |

I believe/the Applicant believes that the facts contained in this Statement are true

Signed

.....

Applicant/(~~Applicant(s)/representative~~)
I am the Applicant/~~Applicant's Representative~~
And my relationship to the Applicant is

.....