Ministry of Defence

Secretariat
St George's House
Defence Infrastructure Organisation
DMS Whittington
Lichfield, Staffordshire
WS14 9PY

E-mail: diosec-parli@mod.gov.uk
www.gov.uk/DIO

[redacted]

[redacted]

Ref. FOI 2022/03450

Dear [redacted]

10 May 2022

Thank you for your email of 11 March 2022 requesting the following information:

"Street: Government House Road, York, YO30 6LU
Sold by the Ministry of Defence to: Annington Property Limited on 22 February 2002
Land Registry title number: NYK277421
Site code: CAT037034601 (as on the Transfer of Part)

My understanding is that the MoD, after the 1996 agreement with Annington, kept the freehold of the above site until February 2002 (and one of the properties, number 6, until 2005). I have previously received copies of the 1996 agreements and a document referring to a potential road adoption in 1965, but I am after any and all other records you may have regarding this site. If the MoD has kept a record from 1965 then it's a reasonable expectation that other records have been maintained. I'm after any information regarding this site; photos, plans, contracts specific to this site. If you find a file and it would take too long to scan everything such that it would take it over the costs threshold then I'm happy to be more specific at that time, but as it stands at this moment I would like all records."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held, the information you have requested can be found enclosed, at Annex A to N.

Some of the information contained in Annex's A-N falls entirely within the scope of the absolute exemptions provided for at Sections 40 (Personal Data) of the FOIA and has been redacted.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 2018. Section 40(2) requires the Department to conduct a balancing exercise, this exercise involves balancing the rights and interests of individuals against the legitimate interests in disclosure, this is not the same as carrying out the public interest test associated with certain exemptions in FOIA. The balancing exercise is carried out in order to decide whether the absolute exemption in section 40(2) is engaged. In particular, there is no assumption of disclosure in the legitimate interest test, as there is with qualified exemptions. The outcome of the balancing exercise lay in withholding the third-party personal data identified in the attached information.

Under Section 16 of the FOIA (Advice and Assistance), you may find it helpful to know that these documents, and those we have sent to you previously, are all that the MOD hold in relation to your request.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at https://ico.org.uk/.

Yours sincerely

DIO Secretariat

Annex A
62977

TRANSFER OF PART

H.M. LAND REGISTRY

Land Registration Acts, 1925 to 1997

(Rule 72 Land Registration Rules 1925)

Administrative Area	:	York
Title number	:	to be allocated
Property	:	1-5 (inc) & 7-9 (inc) Government House Road York
Site Code	:	CAT037034601
Date	:	22 February 2002

PARTIES:

(1) "the Transferor" The Secretary of State for Defence

(2) "the Transferee" Annington Property Limited
Company Number: 3232852
Registered Office: Windsor House 9th Floor 50 Victoria Street
London SW1H ONW

1. DEFINITIONS

In this transfer the following words and expressions have the following meanings:

1.1 **"the Adjacent Property"** means each and every part of the Transferor's property described in Schedule 1

1.2 **"the Plan"** the plan attached

1.3 **"the Perpetuity Period"** means the period referred to in clause 13

2. TRANSFER

In consideration of five hundred pounds (£500.00) paid by the Transferee to the Transferor (which the Transferor has received) the Transferor without giving any title guarantee transfers to the Transferee the unregistered land and buildings described above which are shown outlined in red on the Plan

Except so much (if any) of that land and buildings as comprises a highway which is maintained at the public expense (but only so much of the relevant land which is vested in the relevant highway authority)

CERTIFIED A TRUE COPY OF THE ORIGINAL
THIS 22nd DAY OF February 2002

[redacted]

MICHELMORES SOLICITORS
18 CATHEDRAL YARD, EXETER, DEVON. EX1 1HE.

3. NOT TO CREATE NUISANCE

The Transferee hereby covenants with the Transferor not to use the land hereby transferred for any purpose which causes a nuisance to any person or property or for any unlawful or immoral purpose

4. COVENANTS

4.1 For so long as (and to the extent that) the Transferor or other government department or governmental agency retains an interest in the Adjacent Property the benefit of the covenant referred to in clause 4.2 is annexed to each and every part of it

4.2 The Transferee covenants with the Transferor that the Transferee and its successors in title to the land hereby transferred and each and every part of it will observe and perform the covenants set out in Schedule 2 to this transfer

5. DEVELOPMENT BY TRANSFEROR

The Transferor and his successors in title to the Adjacent Property may use (and continue any existing use of it) and develop it for any purpose notwithstanding the effect which the use or development may have on the land hereby transferred or on its use or occupation provided there is no interference with any easement or other right expressly granted or which shall have been granted for the benefit of the land hereby transferred and provided that there is no material adverse interference with the flow of light and air to the land hereby transferred

6. DEVELOPMENT BY TRANSFEREE

6.1 The Transferee and its successors in title to the land hereby transferred may use and develop it for any purpose notwithstanding the effect which the use or development may have on the Adjacent Property or on its use or occupation, provided there is no interference with any easement or other right reserved by this transfer for the benefit of the Adjacent Property and provided there is no material adverse interference with the flow of light and air to the Adjacent Property

6.2 Clause 6.1 above does not prejudice the Transferee's obligations under clauses 3 and 4 of this transfer

7. NO APPURTENANT RIGHTS OVER THE ADJACENT PROPERTY

7.1 It is hereby agreed and declared that (subject as provided in clause 7.2 of this transfer) this transfer does not grant and it is the parties' intention that it should not grant any ways, waters, water-courses, liberties, privileges, easements, quasi-easements, rights or advantages whatsoever, appertaining or reputed to appertain to the land hereby transferred, or any part of it, or, at the date of this transfer, demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to the land hereby transferred or any part of it for the benefit of the land hereby transferred over the Adjacent Property and, accordingly the Transferor and the Transferee hereby further agree and declare that:-

(A) no such ways, waters, water-courses or any of the other foregoing matters shall pass to or be annexed or appurtenant to the land hereby transferred or to

any part of it either by implication or under or by virtue of Section 62 of the Law of Property Act 1925 or under or by virtue of the doctrine of Wheeldon and Burrows or under or by virtue of the doctrine of derogation from grant; and

(B) any enjoyment in fact of any such ways, waters, water-courses or any of the other foregoing matters by the land hereby transferred or by any part of it over, along, through, under or upon the Adjacent Property shall be exercised personally by the person exercising it and with the revocable consent of the owner or owners for the time being of the Adjacent Property

7.2 SPECIFIC RIGHTS

There are hereby granted for the benefit of the land hereby transferred and each and every part of it:-

7.2.1 the right of support from any of the Adjacent Property;

7.2.2 rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) existing on the date of this transfer; and

7.2.3 the rights more particularly described in Part IV of Schedule 3 to this transfer

8. EXCEPTIONS AND RESERVATIONS

There are hereby excepted and reserved out of the land hereby transferred, as appurtenant to the Adjacent Property:-

(A) all ways, waters, water-courses, liberties, privileges, easements, rights or advantages whatsoever, appertaining or reputed to appertain to the Adjacent Property or to any part of it or, at the date of this transfer, demised, occupied, or enjoyed with or reputed or known as part or parcel of or appurtenant to the Adjacent Property or any part of it for the benefit of the Adjacent Property and each part of it over the land hereby transferred which have hitherto been exercised or enjoyed in fact and which are necessary for the use and enjoyment of the Adjacent Property;

(B) (if and to the extent that any boundary of the Adjacent Property is also a boundary of the land hereby transferred) a right to construct and retain a perimeter fence overhang for the security of the Adjacent Property in the air space of the land hereby transferred to a depth from the boundary of 0.75 metres and between 2.0 and 3.0 metres above ground level and to construct and retain related perimeter fence footings in and under the land hereby transferred and to enter for reasonable periods onto the necessary parts of the land hereby transferred for the purpose of maintaining and renewing the same but the person exercising such right of entry shall cause as little damage as possible to the land hereby transferred and shall make good any caused to it at his own expense; and

(C) a right to enter and remain on the land hereby transferred for the purposes of clause 9 of this transfer

9. RIGHT OF ENTRY

9.1 In this clause:-

"dominant owner" means the freehold owner or owners for the time being of the Adjacent Property;

"plant" means every pipe, drain, wire, cable and other conduit, machinery and other apparatus of any description and every roadway, footpath and other land by, through or over which (and only to the extent that) any right is exercisable on, over or through the servient land for the benefit of the Adjacent Property;

"rights" means all the rights of any description which are excepted or reserved by clause 8 of this transfer; and

"servient land" means so much of the land hereby transferred which is burdened by the existence of a right and "servient owner" means the owner or owners for the time being of the servient land;

9.2

9.2.1 The servient owner shall be obliged to keep any plant located on and benefiting the servient land as well as the Adjacent Property (or any part of it) in a reasonable state of repair and condition (but not necessarily to adoptable standards) subject to payment by the dominant owner of a fair and reasonable contribution to the expenditure so incurred by the servient owner

9.2.2 Before the servient owner implements any material work of repair (including any material renewal) pursuant to clause 9.2.1, it shall notify the dominant owner of the nature and specification and an estimate of the anticipated cost of the relevant work and, if the dominant owner reasonably requests (within a reasonable time) that the work is done to a higher specification and undertakes to indemnify the servient owner against:-

(A) any consequential increase in cost; and

(B) any consequential increased costs incurred by the servient owner in compliance with its obligations under clause 9.2.1

and (unless the dominant owner is the Secretary of State for Defence) if the dominant owner provides adequate security for the indemnity referred to in paragraph (A), the servient owner shall implement the work to the higher specification

9.3 In circumstances where the servient owner fails to comply with its obligations under clause 9.2, the dominant owner shall be entitled to serve notice on the servient owner requiring the servient owner to proceed diligently with the execution of such repairs as may be required in order to comply with its obligations under clause 9.2 provided that, if the servient owner fails to proceed diligently with the execution of such repairs within a reasonable time after service of such notice, the dominant owner may (upon reasonable notice except in the case of emergency) enter and remain for a reasonable period with or without workmen and appliances on the servient land (and on other parts of the land hereby transferred) for the purpose of maintaining, repairing and renewing the plant located within the servient land

9.4 To the extent that, and for so long as, plant is located on land not comprised in but surrounded by the land hereby transferred or, in the case of plant located on the servient land which exclusively serves the Adjacent Property (or any part of it), the dominant owner (upon reasonable notice and prior appointment, except in the case of emergency) shall be entitled to enter with or without workmen and appliances on the servient land (and on other parts of the land hereby transferred) for the purpose of gaining access to the land within which the plant is located in order to maintain, repair and renew the same and (to the extent that the plant also serves the land hereby transferred) the dominant owner shall keep the said plant in a reasonable state of repair and condition

9.5 The dominant owner shall exercise the rights set out in clauses 9.3 and 9.4 at its own expense (subject as provided in clause 9.6) and shall cause as little damage as possible to the land hereby transferred and shall make good any damage caused to it immediately upon request at the dominant owner's expense

9.6 If and to the extent that the plant in respect of which the dominant owner incurs expense on maintenance, repair or renewal also serves the land hereby transferred or any part of it, the Transferee shall pay or procure that the servient owner pays a fair and reasonable contribution to the expenditure so incurred

10. ENCUMBRANCES AND EXISTING RIGHTS

The land hereby transferred is transferred:-

(A) subject to (to the extent that they relate to the land hereby transferred) the encumbrances contained or referred to in the documents (if any) short particulars of which are set out in Part I of Schedule 3 to this transfer;

(B) subject to and where appropriate with the benefit of the encumbrances and other matters (to the extent the Transferor has power to transfer the same and to the extent that they relate to the land hereby transferred) contained or referred to in the documents (if any) short particulars of which are set out in Part II of Schedule 3 to this transfer;

(C) together with the benefit of the matters contained or referred to in the documents (if any) short particulars of which are set out in Part III of Schedule 3 to this transfer, to the extent the Transferor has power to transfer the benefit of them and to the extent that any of those matters does not involve the exercise of any rights of any description the exercise of which would conflict with, or be contrary to, the agreement and declaration contained in clause 7.1 of this transfer;

and the Transferee covenants with the Transferor to indemnify the Transferor against any loss of any nature suffered by the Transferor in respect of any breach which is not committed by the Transferor occurring after the date of this transfer of any of the said encumbrances

11. DEFENCE ACT CERTIFICATE

The Transferor certifies that the land hereby transferred has been held by the Transferor for an estate in fee simple (subject as herein mentioned but otherwise free from encumbrances) for the purposes of the Defence Acts 1842 to 1935

12. PARTY WALLS

IT IS HEREBY AGREED AND DECLARED that the walls (if any) dividing the buildings on the land hereby transferred from the buildings on the adjoining land demised to the Transferor or by the Transferee by virtue of an Underlease dated 5 November 1996 made between the Transferee (1) the Transferor (2) shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with the Party Wall Act 1996

13 PERPETUITY PERIOD

For the purposes of any application of the rule against perpetuities the perpetuity period applicable to this transfer is eighty years from the date hereof

14 LAW

This Transfer shall be governed by and construed in all respects in accordance with the law of England

15 CERTIFICATE OF VALUE

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount of value of the consideration exceeds £60,000.00

SCHEDULE 1

The whole and each and every part of the land which is owned by the Transferor in whatever capacity at the date of this transfer and which is located adjoining or adjacent or otherwise within the vicinity of the land hereby transferred and which is shown outlined in green on the Plan

SCHEDULE 2

RESTRICTIVE COVENANTS

1. Not to construct or use or permit or suffer to be constructed or used any building, or allow any trees or other obstruction, on the land hereby transferred or alter or extend or permit or suffer to be extended any existing building on the land hereby transferred in a manner which would obstruct the transmission to or from the Adjacent Property of microwave and other communication signals and not to obstruct or contaminate or permit or suffer to be obstructed or contaminated any air space comprised in the land hereby transferred so as to diminish or otherwise interfere with any such signals or communications

2. Not to interfere with, or impede access to, or build within 2 metres of, or in any manner transgress over or through any perimeter fence referred to in clause 8 (B) of this transfer and not to lay pipes and cables any closer than 1 metre from the said perimeter fence

SCHEDULE 3

ENCUMBRANCES AND OTHER MATTERS

AFFECTING OR BENEFITING THE LAND TRANSFERRED

PART I

The fencing covenant contained in a Conveyance dated the 29th September 1927 made between [redacted] (2) and His Majesty's Principal Secretary of State for the War Department (3) (Deeds No 1491/67).

PART II

1. The presence of a Life Buoy and associated post which encroach on the land (DLA Ref No L747).

2. The provisions of a Wayleave Consent dated the 3rtd February 1964 granted by Her Majesty's Principal Secretary of State for the War Department (1) to the North Eastern Electricity Board (2) (DLA Ref No L1659).

PART III

None.

PART IV

(A) (i) Subject always to paragraphs (a) to (g) inclusive and paragraph (B) below, if any water, gas or electricity pass to the land hereby transferred through conducting media, or domestic sewage or storm water passes from the land hereby transferred to a drain or sewer or other destination (wherever located) through the Adjacent Property; or if any means of disposal (including without limitation any soakaway, ditch or channel) of surface water run off from the Premises is situated in or under or passes through the Adjacent Property without (as applicable) any intermediate pumping, generation, transformation or storage (other than such storage as may be implicit in the fact of containment within any ordinary conducting media, drain or sewer or means of disposal) or other treatment by plant which is owned and controlled by the Transferor then the land hereby transferred has the benefit of a right (to the extent the Transferor can grant it at the date of this transfer) to the passage of water, gas, electricity, domestic sewage and surface water run off through (as applicable) the relevant conducting media, drain or sewer or means of disposal in or under the Adjacent Property, together with the right on reasonable prior notice to enter the Adjacent Property for the purposes of maintaining, repairing, renewing or replacing any conducting media, drain or sewer or means of disposal with or without workmen and plant and equipment

(ii) Subject always to paragraphs (a) to (g) inclusive and to paragraph (B), in circumstances where the Transferee reasonably requires and the Transferee notifies the Transferor in writing that the land hereby transferred reasonably requires (in the context of the cost and degree of inconvenience of all reasonable alternatives) rights over the Adjacent Property to facilitate the supply thereto and disposal therefrom of services for all residential purposes or for purposes ancillary or incidental to the residential use of the land hereby transferred to a density of development which exists as at the date of this transfer, the Transferee and the land hereby transferred shall have the benefit of the right at any time during the Perpetuity Period :-

(iia) to lay, retain, construct, connect into, alter, repair, renew, maintain in over or upon the Adjacent Property, in such location or locations as the servient owner may reasonably specify having regard to any use or intended use of the Adjacent Property or any part of it (and notwithstanding that the location or locations may not be the most convenient for the purposes of the Transferee), such sewers drains conduits channels watercourses pipes cables wires ducts or other service or conducting media (the "**New Conducting Media**") during the Perpetuity Period as may be reasonably necessary for the supply of relevant utility services to or from the land hereby transferred; and

(iib) of free and uninterrupted (subject to temporary and reasonable disruption limited to any diversion resulting in a substantially continuous supply) passage and running of water, soil, stormwater, gas or electricity as are or may during the Perpetuity Period be used from and to the land hereby transferred through the New Conducting Media;

which rights referred to in sub-paragraphs (i) and (ii) shall be freehold or (according to the nature of the Transferor's interest in the land hereby transferred at the date of this transfer) leasehold, provided that it shall be a condition of such grant that:-

(a) the Transferee shall cause as little damage and inconvenience as reasonably practicable to the Adjacent Property (as soon as reasonably practicable making good all damage to the Adjacent Property occasioned in the exercise of such rights at its own expense);

(b) the Transferee shall pay a fair and reasonable contribution to the costs (if any) reasonably incurred by the owner for the time being of the Adjacent Property in maintaining, repairing or renewing any of the items referred to in paragraph (A) or any New Conducting Media serving the land hereby transferred and located within the Adjacent Property; and

(c) the Transferee shall give reasonable written notice to the Transferor of its intention to exercise such rights and comply with the reasonable regulations of the Transferor in the exercise of the rights; but

(d) the Transferor shall not be required to contribute to any expenditure unless, and to the extent that, it also uses the relevant items referred to in paragraph (A)(i) or any New Conducting Media in which event it

shall ensure that on any disposal of any of the Adjacent Property that it is a condition of such disposal (so as to bind the land) that the purchaser shall contribute to the aforementioned expenditure, provided that the Transferor shall not be liable for any contribution after the date of the relevant transfer (without prejudice to any accrued liabilities);

(e) the Transferor and his successors in title shall have the right to alter the route of any conducting media, drain or sewer or means of disposal or any New Conducting Media provided that it first gives to the Transferee written notice of the alternative route in advance of the alteration to the route, and the existing route shall not be stopped up until the alternative route is available (unless an adequate, temporary alternative is provided in the meantime) and the Transferor shall cause the minimum interruption as is reasonably practicable in doing so;

(f) so long as the Adjacent Property is owned by the Transferor named in this transfer, any representative of his government department or any agency on his or his department's behalf shall be entitled to serve a counter-notice to the effect that his department wishes itself to carry out the work or other matter to which the notice relates (in which event the Transferor shall carry out or procure the carrying out of such works within a reasonable period at the reasonable cost of and in accordance with the reasonable requirements of the Transferee); and

(g) so long as aforesaid and if required by or on behalf of the Transferor, that such works be carried out under the supervision of a representative of the Transferor and in accordance with any reasonable requirements and subject to such security checks as such representative may seek to impose, the proper costs of such representative to be borne by the Transferee;

and anyone granting such rights shall be required to deduce his title to make the grant and consent to notice of the grant being entered against the relevant title or titles but shall not be required to give any title guarantee.

(B) If the Transferor named in this deed or any representative of his government department or any agency on his or his department's behalf objects for operational or security reasons to the grant of any rights under paragraph (A)(ii), and provided written certification is given to the Transferee of the necessity for and (other than in circumstances where security concerns preclude the certification of reasons) the reasons for so objecting, he or his representative or agency may serve a counter-notice on the Transferee within a reasonable period after receipt of a notice under that paragraph to that effect, in which event the Transferor shall not be obliged to grant the rights in question

THE CORPORATE SEAL of THE SECRETARY OF STATE FOR DEFENCE hereunto affixed is authenticated by:)

[redacted]

Authorised by the Secretary of State

Defence Estates
(Estates Directorate)

SEAL
No 61227

SIGNED as a DEED)
by **ANNINGTON PROPERTY LIMITED**)
acting by:)

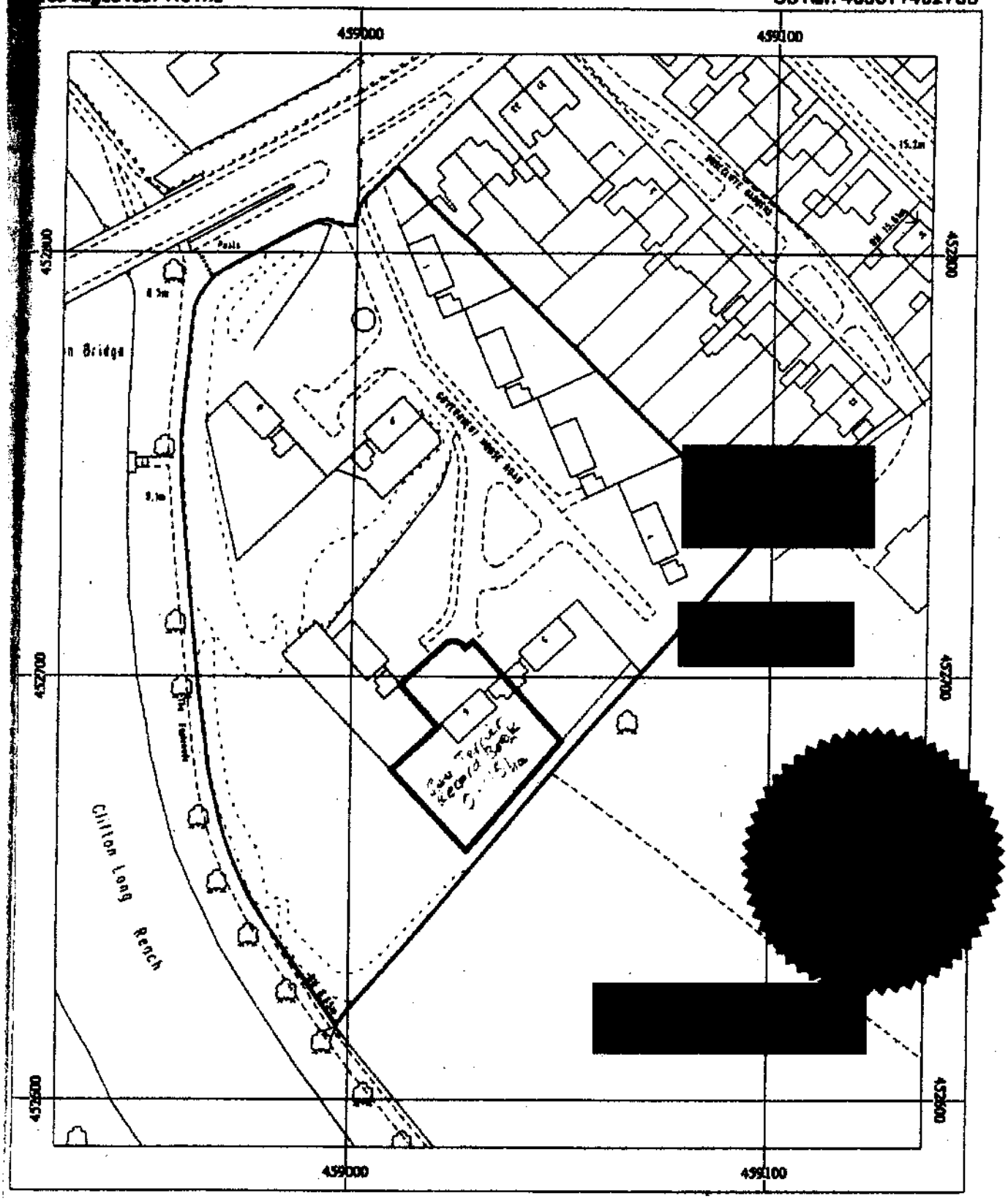
Director [redacted]

Director

Annex B

Area edged red: 1.51ha

OS Ref: 459011452738



Scale 1:1,250

Produced by

MINISTRY OF DEFENCE

Cartographic and Surveying Unit
Defence Estates
Gough Road
Catterick Garrison
North Yorkshire DL9 3EJ

Government House Road

York

Map production date 13th December 2001

N

CERTIFIED A TRUE COPY OF THE ORIGINAL

THIS 18th DAY OF April 2005

[redacted]

Annex C

Transfer of whole of registered title(s) MICHELMORES SOLICITORS WOODWATER HOUSE, PYNES HILL, EXETER EX2 5WR

HM Land Registry **TR1**

1 Stamp Duty

Place X in the box that applies and complete the box in the appropriate certificate.

☐ I/We hereby certify that the instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£60,000

2 Title Number(s) of the Property *(leave blank if not yet registered)*

3 Property

6 Government House Road, York shown outlined in red on the Plan annexed more particularly, with other land, described and shown coloured pink on the plan annexed to the Indenture dated 27th May 1921 made between [redacted] (2) His Majestys Principal Secretary of State for the War Department (3) and [redacted] (4) SUBJECT TO but with the benefit of (as the case may be) (i) the matters more particularly referred to at Schedule 3 of a Lease dated 5th November 1996 made between the Transferor (1) and the Transferee (2) and (ii) the provisions of a Transfer dated 22nd February 2002 made between the Transferor (1) and the Transferee (2)

(Site Code: CAT037034601)

If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.

4 Date 15th April 2005

5 Transferor *(give full names and Company's Registered Number if any)*

The Secretary of State for Defence

6 Transferee for entry on the register *(Give full names and Company's Registered Number if any: for Scottish Co. Reg Nos. Use an SC prefix. For foreign companies give territory in which incorporated)*

Annington Property Limited Company Number: 3232852

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferees constitution (in English or Welsh) will be required if it is a body corporate but not a company registered in England and Wales or Scotland under the Companies Act

Transferee's intended address(es) for service in the U.K. *(including postcode)* **for entry on the register**

[redacted]

8 The Transferor transfers the property to the Transferee.

9 Consideration *(Place X in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, an appropriate memorandum in the additional provisions panel.)*

[x] The Transferor has received from the Transferee for the property the sum of *(in words and figures)*
Five hundred pounds (£500)

[ ] *(insert other receipt as appropriate)*

[ ] The Transfer is not for money or anything which has monetary value

10 The Transferor transfer with *(place X in the box which applies and add any modifications)*

[x] No title guarantee [ ] limited title guarantee

11 Declaration of trust *Where there is more than one transferee, place X in the appropriate box*

[ ] The transferees are to hold the property on trust for themselves as joint tenants

[ ] The transferees are to hold the property on trust for themselves as tenants in common in equal shares

[ ] The transferees are to hold the property *(complete as necessary)*

12 Additional Provision(s) *Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations, etc*

DEFENCE ACTS CERTIFICATE
The Transferor certifies that the land hereby transferred has been held by the Transferor for an estate in fee simple (subject as herein mentioned but otherwise free from encumbrances) for the purposes of the Defence Acts 1842 to 1935

13 *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees= covenants or declarations or contains an application by them (e.g for a restriction), it must also be executed by the Transferees.*

THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR)
DEFENCE hereunto affixed [redacted])
authenticated by:)

Authorised by the Secretary of State

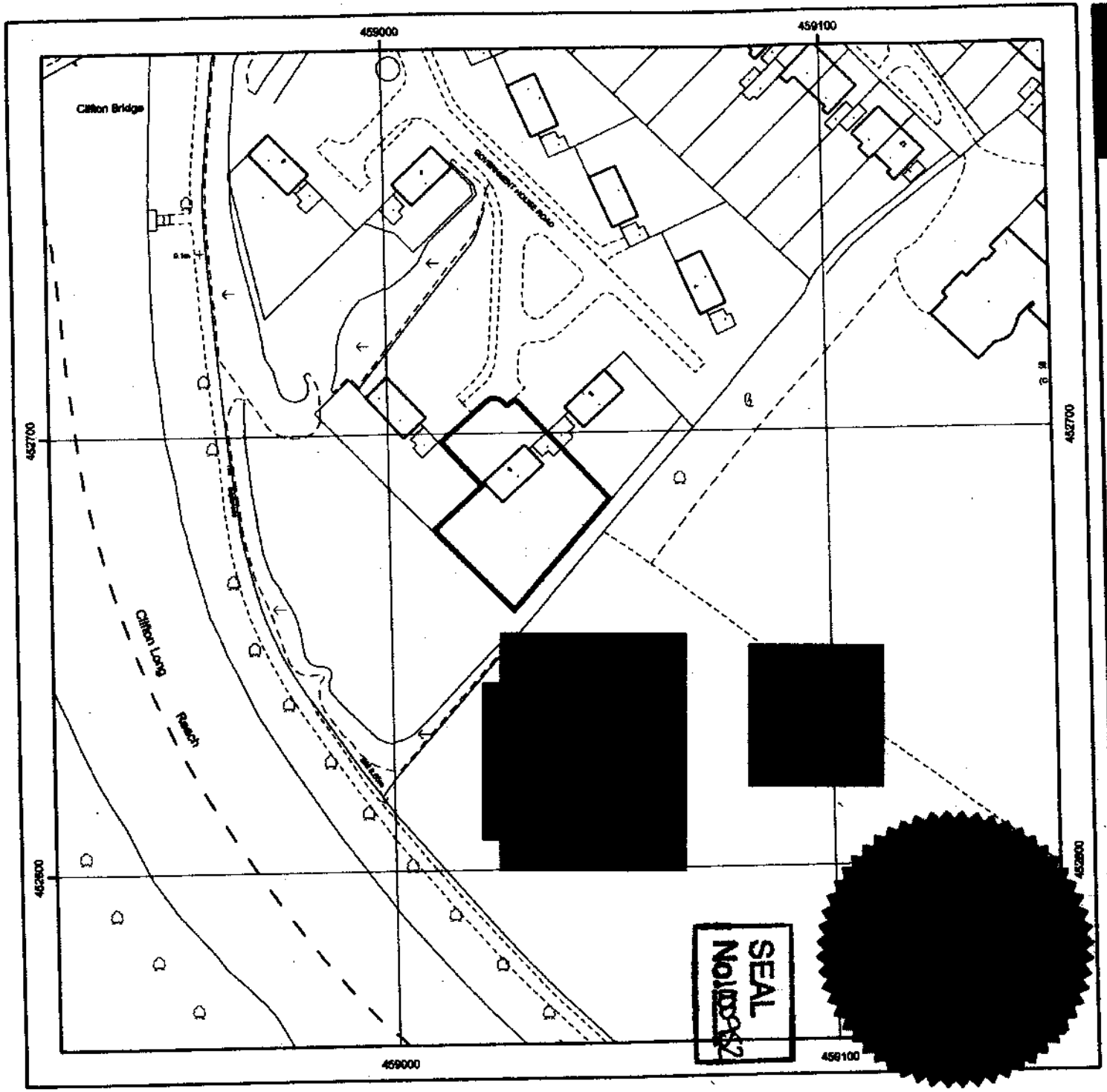
SIGNED as a **DEED**)
by **ANNINGTON PROPERTY LIMITED**)
acting by)

Director [redacted]

Director

SEAL
No 00962

Annex A



[redacted]

Government House Road MQ

Property to be transferred is shown edged red

The area edged red is 0.11ha
Grid Reference: 459030 452686

Scale 1:1,250

WARNING

This map is © Copyright DE 2004 and may not be copied or reproduced in any form, nor added to or otherwise altered in any way without the express permission of the Geographic Information Unit, DE Catterick.

© Crown Copyright. All rights reserved Defence Estates
Licence No. 10003250, 2004

RHYBUDD

Mae'r map hwn o dan © Hawlfraint DE 2004 a ni ellir ai gopio na'i atgynhyrchu mewn unrhyw ffurf, ychwanegu ato na'i newid mewn unrhyw ffordd heb ganiatâd Uned Hyabyterwydd Daearyddol, DE Catterick.

© Hawlfraint y Goron. Cedwir pob hawl Defence Estates
Rhif trwydded 10003250, 2004

IMPORTANT

Please ensure that the Map Reference and Version Number are quoted in all verbal and written communications

Map reference: 040287CTYorkGovernmentHouseRoadMQDisposal
Version Number: 2
Production Date: 20th September 2004
Drawn By: [redacted]
Checked By: [redacted]

The scale ratio stated is accurate when reproduced at A4 size by the Geographic Information Unit, Catterick Garrison. Any other reproduction by conventional or electronic means, e.g. printing from a PDF, may alter the scale of the map. Please check the dimensions of the grid to confirm any change in scale before taking measurements.

[redacted]

Annex E

[redacted] 572

COPY/[redacted]

[redacted]

17th December, 1965.

Defence Land Agent (Army) York,
Defence Lands Office (Army),
No. 3 (Annexe),
Fulfford,
York.

Dear Sir,

I refer to your letter dated 27th October, 1965. The Streets and Buildings Committee on the 10th November 1965, recommended the adoption of footpaths, lighting and sewerage works at Government House, Clifton as follows:-

1) That the carriageways and footpaths be declared to be highways for the purpose of the Highways Act, 1959 and repairable at the public expense in accordance with the provisions of Section 202 of the said Act and that the street lighting installation be adopted.

2) That the gravity foul sewers and surface water sewers coloured red and blue respectively on the plan now submitted be declared to be vested in the Local Authority as provided in Section 17 of the Public Health Act 1937.

The above recommendations were approved by Council on 6th December, 1965 and I enclose for your information a copy of your plan indicating the roads, footpaths, sewerage and street lighting to be adopted.

Yours faithfully,

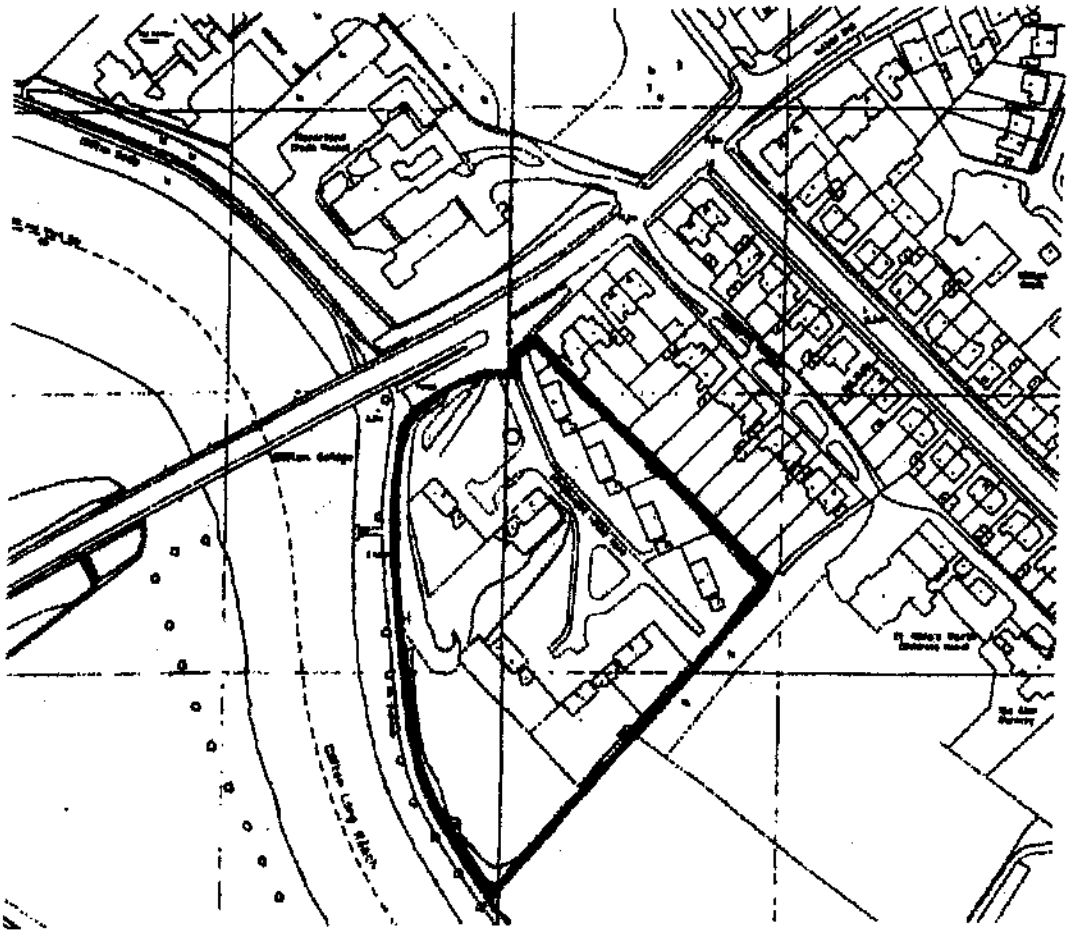
[redacted]

City Engineer & Planning Officer

Annex F

CODE NUMBER

CAT037034601



ESTATE : [SEE LEGEND] [
DLA CASE OFFICER : [ ]
DLA OFFICE : [
GPL CASE OFFICER
GPL CASE REFEREN
STATUS OF PLAN : [FINAL] [NOT FINAL]
DATE: [7/8/99

Scale 1:2,500

MINISTRY OF DEFENCE
Defence Land Service (North)
Gough Road
Chalmers Gardens
North Yorkshire DL9 3BJ

GOVERNMENT HOUSE ROAD

YORK NORTH YORKSHIRE

Reproduced from the Ordnance Survey plan with the permission of the Controller of H.M. Stationery Office. Crown Copyright Reserved.

Annex G

DATED 27th May 1921

13
29

[redacted] ESQ: and his Mortgagees

--to--

HIS MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT

Copy/

C O N V E Y A N C E

and COVENANT to SURRENDER freehold and Copyhold hereditaments known as Ousecliffe situate in the Township of Clifton in the City of York Together with 3 Cottages and gardens adjoining

Treasury Solicitor (W.D)

T H I S I N D E N T U R E made the 27th day of May 1921 BETWEEN [redacted] of Ousecliffe in the City of York Esquire (hereinafter called the Vendor) of the first part [redacted] formerly of Rosslyn Doncaster in the County of York but now of [redacted] in the County of London Spinster and [redacted] formerly of Bere Regis in the County of Dorset but now of [redacted] Cromer in the County of Norfolk late a Captain in His Majesty's Army (hereinafter called the Mortgagees) of the second part HIS MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT (hereinafter called the Secretary of State) of the third part and [redacted] of [redacted] in the County of London (hereinafter called the Trustee) of the fourth part WHEREAS by an Indenture of Mortgage (hereinafter called the Mortgage) dated the 10th day of October 1903 and made between the Vendor of the one part and the Mortgagees of the other part the freehold hereditaments hereby assured were assured by the Vendor unto and to the use of the Mortgagees their heirs and assigns subject to a proviso for the redemption thereof on payment to the Mortgagees of the sum of £5,000 with interest thereon at the rate therein mentioned on a day now past And by the same Indenture the Vendor covenanted with the Mortgagees to surrender the Copyhold hereditaments hereinafter covenanted to be surrendered to the use of the Mortgagees in fee simple according to the custom of the Manor of Strensall in the County of York subject to a condition for making void the same Surrender corresponding with the proviso for redemption thereinbefore contained as aforesaid AND WHEREAS no surrender pursuant to the covenant contained in the Mortgage has ever been made to

the Mortgagees of the said Copyhold hereditaments AND WHEREAS the Vendor has agreed with the Secretary of State for the sale to him for the sum of £6000 of the hereditaments hereby assured in fee simple in possession and also the Copyhold hereditaments hereinafter covenanted to be surrendered and the inheritance thereof in possession according to the custom of the said Manor of Streneall free from incumbrances AND WHEREAS for the purposes of the Stamp Act 1891 it has been agreed that the sum of £5,000 part of the said purchase money shall be the consideration for the said freehold hereditaments and that the sum of £1000 the residue thereof shall be the consideration for the said Copyhold hereditaments AND WHEREAS the said sum of £5000 remains owing to the Mortgagees on the security of the Mortgage but all interest thereon has been paid up to the date of these presents AND WHEREAS it has been agreed that the said Mortgage debt of £5000 shall be paid to the Mortgagees out of the said purchase money and that they shall join in these presents in manner hereinafter appearing NOW THIS INDENTURE made in pursuance of the said agreements in this behalf and in consideration of the sum of £5000 part of the said purchase money of £6000 (being the apportioned part of the said purchase money for the said freehold hereditaments) paid to the Mortgagees by the Secretary of State by the direction of the Vendor (the receipt of which sum of £5,000 the Mortgagees hereby acknowledge as in full discharge of all principal moneys and interest owing on the security of the Mortgage) and in consideration of the sum of £1000 being the balance of the said purchase money of £6000 (being the apportioned part of the said purchase money for the said Copyhold

hereditaments) paid to the Vendor by the Secretary of State(the payment and receipt in manner aforesaid of which said sums of £5000 and £1000 making together the said purchase money of £6000 the Vendor hereby acknowledges) WITNESSETH as follows:-

1. THE Mortgagees as Mortgagees by the direction of the Vendor hereby convey and release and the Vendor as Beneficial Owner hereby conveys and confirms unto the Secretary of State ALL THAT freehold messuage or Mansion house called Ouscliffe with the Stables Coach-houses and other buildings yards and gardens thereto adjoining and belonging and formerly described as containing by admeasurement Fifteen thousand eight hundred and eighty six square yards be the same more or less situate in the Township and Civil Parish of Clifton within the City of York bounded by the towing path and footpath on the bank of the River Ouse on or towards the South West by the road leading from Clifton to the said River Ouse on or towards the North West partly by the Copyhold premises firstly hereinafter described and partly by hereditaments now or late belonging to the Devisees of the late [redacted] on or towards the North East and by a close piece or parcel of land now or late belonging to the Devisees of the said [redacted] on or towards the South East all which said freehold hereditaments together with the copyhold hereditaments hereinafter described form a part of Plot No. 272 on the $\frac{1}{2500}$ Ordnance Survey Map (Edition 1909) and according to admeasurement thereon together contain an area of three acres and decimal eight hundred and twenty two of another acre and are for the purpose of identification

only and not by way of restriction or limitation more particularly delineated on the plan annexed hereto the said freehold hereditaments being thereon coloured pink TO HOLD all the said freehold premises unto and to the use of the Secretary of State and his successors for ever in fee simple on behalf of His Majesty Discharged from all principal moneys and interest intended to be secured by and from all claims and demands under the Mortgage

2. THE Vendor as Beneficial Owner and with the consent (hereby testified) of the Mortgagees hereby covenants with the Secretary of State and also separately with the Trustee that the Vendor or his heirs will forthwith at the cost of the Secretary of State surrender into the hands of the Lord of the Manor of Strensall FIRST ALL THAT Copyhold messuage tenement or dwelling-house situate at Clifton aforesaid Together with the garden or orchard outbuildings and appurtenances thereto belonging which said hereditaments and premises were formerly described as containing One thousand three hundred and forty square yards be the same more or less and are now thrown to and held with the freehold hereditaments hereinbefore described and are bounded by the said road leading from Clifton to the River Ouse on the North or North West by the freehold hereditaments hereinbefore described on or towards the South west by premises next described on or towards the North East and by land now or late belonging to the Devisees of the said [redacted] on or towards the South East and which said Cottage is now in the occupation of the Vendors Gardener AND SECONDLY ALL THOSE two Copyhold messuages or dwellinghouses with the outbuildings

gardens and yards thereto belonging situate in the Township of Clifton aforesaid bounded by the road from Clifton to the River Ouse on the North or North West by the Copyhold hereditaments first hereinbefore described on the South West by property nor or late belonging to the Devisees of the said [redacted] on or towards the North East and by property now or late belonging to the Devisees of the said [redacted] on or towards the South East and which Cottages are now in the occupation of [redacted] and [redacted] all which said copyhold hereditaments first and secondly described together with the freehold hereditaments hereinbefore described and hereby conveyed form a part of Plot No. 272 on the $\frac{1}{2500}$ Ordnance Survey May (Edition 1909) and according to admeasurements thereon together contain an area of three acres and decimal eight hundred and twenty two of another acre and are for the purpose of identification only and not by way of restruction or limitation more particularly delineated on the plan annexed hereto the said Copyhold hereditaments being thereon coloured blue and green respectively TO THE USE of the Trustee his heirs and assigns TO HOLD the same according to the custom of the said Manor of Strensall by and under the rents fines suits and services due and of right accustomed for the same Discharged from all principal moneys and interest intended to be secured by and from all claims and demands under the Mortgage upon trust nevertheless for the Secretary of State and his successors

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the

day and year first before written.

SIGNED SEALED and DELIVERED by the)
above named [redacted] in the) (sgd) [redacted]
presence of:)

[redacted]

SIGNED SEALED and DELIVERED by the)
above named [redacted]) (sgd) [redacted]
in the presence of :)

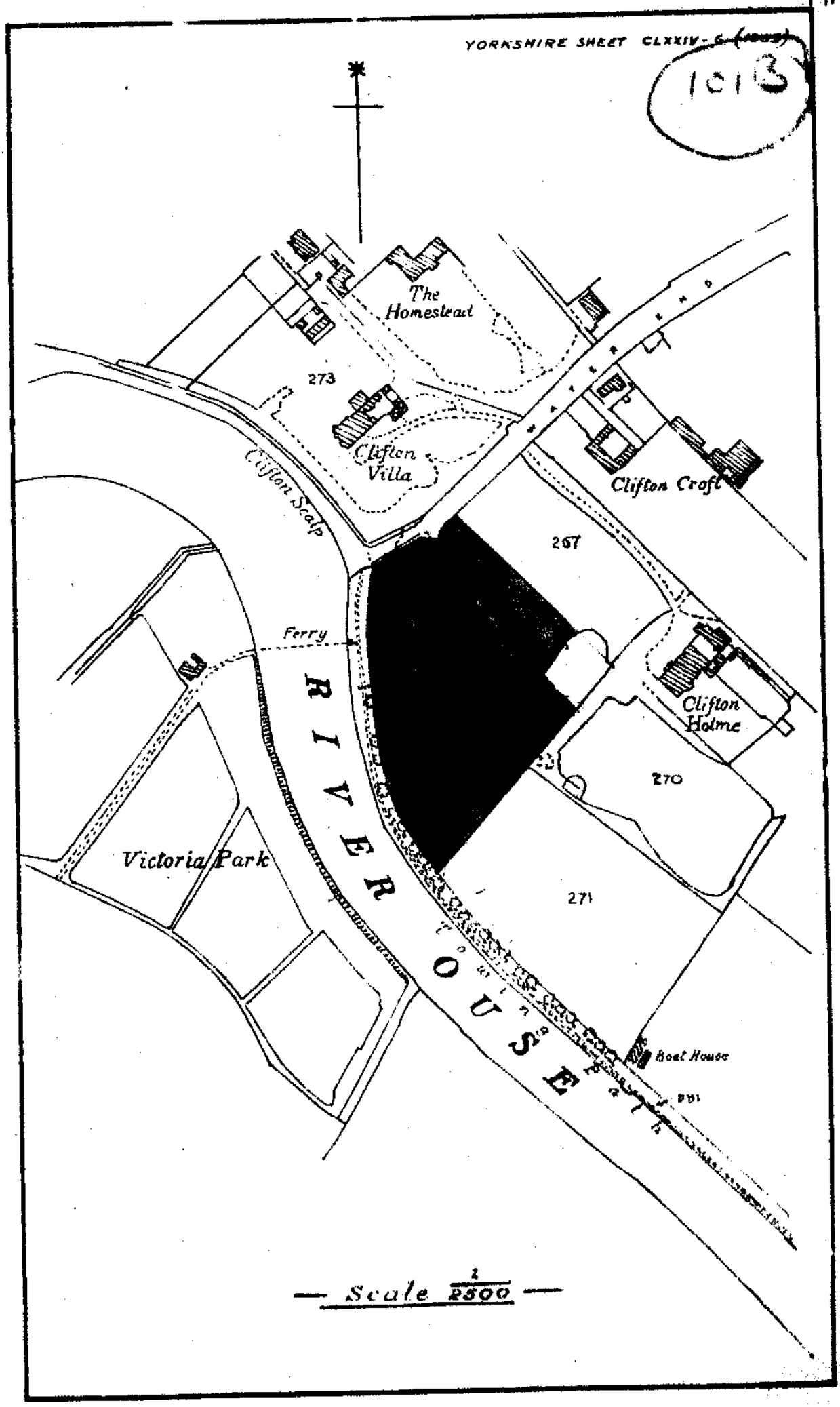
[redacted]

SIGNED SEALED and DELIVERED by the)
above named [redacted]) (sgd) [redacted]
in the presence of:)

[redacted]
Barclays Bank Limited
Cromer
Bank Manager

[redacted]

Annex H


YORKSHIRE SHEET CLXXIV-6
1013
The Homestead
273
Clifton Villa
Clifton Scalp
Clifton Croft
267
Ferry
RIVER OUSE
Clifton Holme
270
Victoria Park
271
Boat House
Scale 1/2500

Annex I

DATED 11th June 1921

MANOR OF STRENSALL

Copy/

A D M I S S I O N

OUT OF COURT of [redacted] as nominee of His Majesty's Principal Secretary of State for the War Department

Treasury Solicitor [redacted]

M A N O R O F)
)
S T R E N S A L L)

BE IT REMEMBERED that out of Court to wit on the 11th day of June 1921 There was presented to [redacted] Gentleman Steward of the Courts of the said Manor a Surrender of which the following entry contains a true copy, that is to say:- "The Manor of Strensall in the County of York Be it remembered that out of Court to wit "on the 10th day of June 1921 [redacted] of Ouse-"cliffe in the City of York Esquire came before [redacted] York Gentleman Steward of "the Courts of the said Manor and in pursuance of a "covenant contained in an Indenture dated the 27th day of "May 1921 and expressed to be made between the said [redacted] of the first part [redacted] "and [redacted] of the second part His "Majesty's Principal Secretary of State for the War "Department of the third part and [redacted] of the "fourth part And in consideration of the sum of £1000 to "the said [redacted] paid by His Majesty's Principal "Secretary of State for the War Department for the "purchase of the copyhold hereditaments hereinafter des-"cribed surrendered into the hands of the Lord of the "said Manor by the hands and acceptance of his said "Steward and by a Straw according to the custom of the "said Manor FIRST ALL THOSE hereditaments situate at "Clifton within the City of York formerly described as "follows namely:- All those two messuages or tenements "(formerly in three tenements) situate standing and being "at Clifton within the City of York aforesaid until the "extension of the boundaries of the City of York descri-"bed as in the County of York formerly in the occupation "of the undertenants of [redacted] and now of "the said [redacted] with such part of the yard garth

[redacted] (as nominee of His Majesty's Principal Secretary of State for the War Department)

I certify that the Surrender upon which this Admission is granted was duly stamped [redacted]

"or parcel of ground (some time ago a croft) behind the
"same and adjoining thereto containing by estimation half
"an acre or thereabouts as immediately adjoins on the
"back of the same premises and contains in breadth at
"each end thereof 23 feet or thereabouts and in length
"from the said buildings 47 feet 8 inches or thereabouts
"and is divided from the residue of the said yard garth
"or parcel of ground and all other the buildings (if any)
"to which the said [redacted] was admitted
"tenant at a Court held on the 26th day of June 1883 which
"said messuages or tenements front the Town Street of
"Clifton aforesaid towards the North West and adjoins on
"the grounds of "Ouseclifffe" towards the South or South
"West and on the lands now or late of Earl de Grey towards
"the East or North East to all which said hereditaments
"the said [redacted] was admitted on the 23rd day of
"December 1897 AND SECONDLY ALL THOSE hereditaments
"situate at Clifton aforesaid formerly described as
"follows namely All that messuage tenement or dwelling-
"house situate at Clifton in the Parish of Saint Michael
"le Belfrey within the City of York until the extension
"of the boundaries of the City of York described as in
"the County of York some time since erected and built by
"[redacted] upon or near the site of an ancient messuage
"together with the garth or orchard outbuildings and
"appurtenances thereunto belonging which said heredita-
"ments and premises contain one thousand three hundred and
"forty square yards were the same more or less being now
"thrown to or held with certain freehold hereditaments
"recently conveyed to the said [redacted] by the
"Yorkshire Banking Company Limited being bounded by the
"Town Street of Clifton aforesaid leading to the River
"Ouse and Clifton Ings towards the North or the North
"West by the said freehold hereditaments of the said
"[redacted] towards the South West by copyhold

"premises formerly belonging to the devisees of [redacted] [redacted] but now to the said [redacted] towards the "East and by a piece of ground belonging to the devisees "of [redacted] at the bottom or low end "thereof towards the South to which said hereditaments "the said [redacted] was admitted on the 28th day of "June 1898 TO THE USE of the said [redacted] his heirs "and assigns at the will of the Lord according to the "custom of the Manor at and under the rent fines suits and "services therefor due and of right accustomed UPON "TRUST nevertheless for His Majesty's Principal Secretary "of State for the War Department and his successors" WHEREUPON the said [redacted] as nominee of His Majesty's Principal Secretary of State for the War Department prayed to be admitted tenant to the said premises TO WHOM the Lord by his said Steward hath in pursuance of the Statute in this case made and provided granted seisin thereof TO HOLD at the Will of the Lord according to the custom of the said Manor YIELDING AND PAYING the rents fines suits and services therefor due and of right accustomed and he hath given to the Lord for a fine One pound eleven shillings as appears in the margin and his fealty being respited he is thereupon admitted tenant to the said premises

Fine £1.11s. 0.

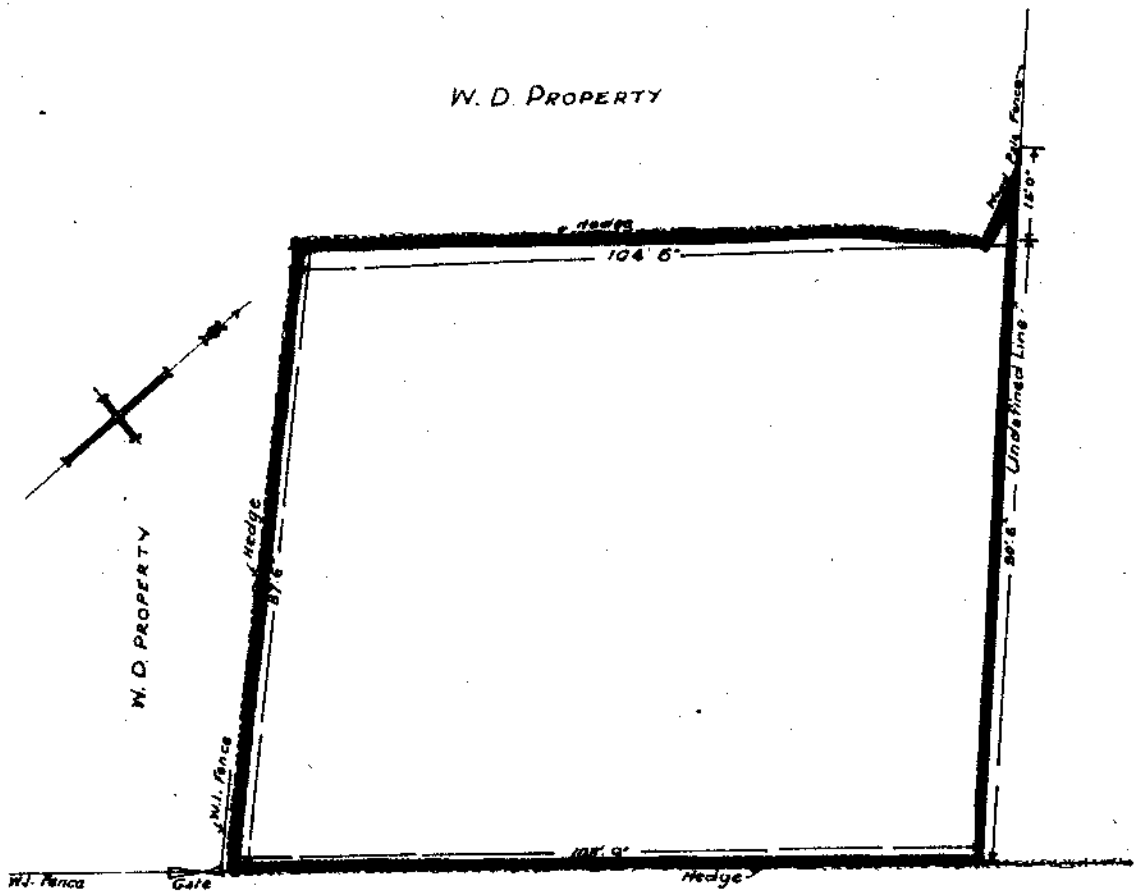
A true copy from the Court Roll

[redacted]

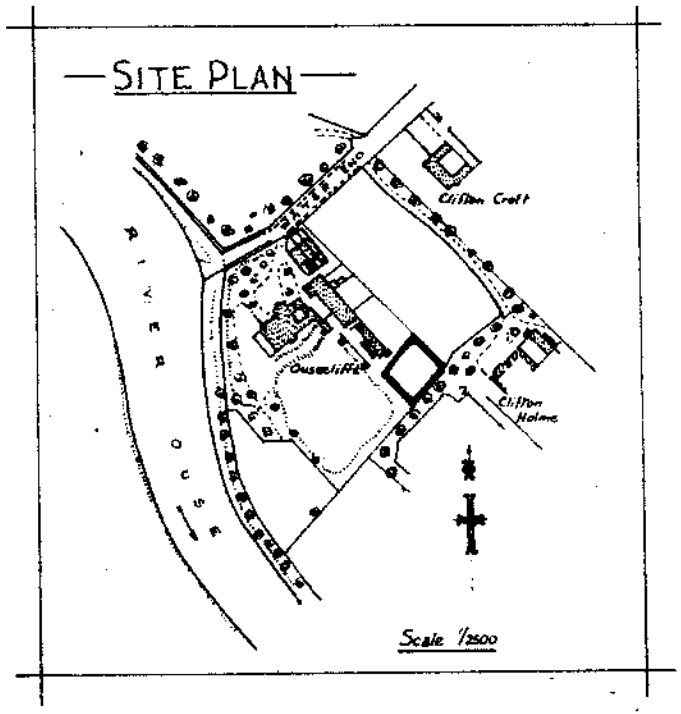
Steward.

[redacted]

Annex J



SCALE 15 feet to one inch



Annex L

W.O.9490. 119/Northern/174. Annex M

D A T E D 29th September 1927.

[redacted] and OTHER TRUSTEES of THE YORK PENITENTIARY SOCIETY

-to-

HIS MAJESTY'S PRINCIPAL SECRETARY of STATE for THE WAR DEPARTMENT.

COPY

C O N V E Y A N C E

- of -

land at Clifton in the City of York.

Treasury Solicitor (W.O.)

YKS 89

[redacted]

Adjudged not chargeable with any Stamp Duty 15.10.27.

THIS CONVEYANCE is made the 29th day of September 1927 BETWEEN [redacted] of Farnham in the County of York Esquire [redacted] of Brandsby in the said County Esquire [redacted] and [redacted] both of the City of York Esquires and [redacted] formerly of the City of York but now of [redacted] in the County of York Esquire (hereinafter called "the Vendors") The Trustees of a Charitable Institution formerly called the York Penitentiary Society but now known as Clifton Home York of the first part [redacted] of the City of York Esquire (hereinafter called "the Treasurer") of the second part and HIS MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT (hereinafter called "the Secretary of State") of the third part.

W H E R E A S :-

(i) BY a Conveyance dated the 16th day of April 1919 and made between [redacted] and [redacted] of the one part and the [redacted] and the Vendors of the other part in consideration of the sum of £3,750 certain property known as Clifton Home including the property hereby conveyed was conveyed to the Vendors in fee simple upon trust to permit the said premises to be used in manner therein more particularly mentioned for the charitable purposes of the said Penitentiary Society

(ii) THE said The [redacted] died on the 23rd day of May 1923.

(iii) AT a General Meeting of the subscribers to the said Institution held at Clifton Home on the 15th day of September 1927 it was resolved that the property hereby conveyed being no longer required for the purposes of the said Institution should be sold to the Secretary of State (who

has agreed with the Vendors subject to the consent of the said subscribers being obtained to purchase the same) for the sum of £135 and that the Vendors as such Trustees of the Institution as aforesaid be authorised to convey the said property to the Secretary of State and that the Treasurer of the said Institution should receive the purchase money

NOW IN PURSUANCE of the said Agreement and in consideration of the sum of £135 now paid by the Secretary of State to the Treasurer (the receipt whereof the Treasurer hereby acknowledges) this Conveyance WITNESSETH as follows:-

1. THE Vendors as Trustees hereby convey unto the Secretary of State ALL THAT piece of land situate in the township of Clifton in the City of York containing in the whole 35 perches and 26 square yards at present forming the kitchen garden of Clifton Home aforesaid bounded on the North-West and South-West by property of the Secretary of State on the South-East by other land vested in the Vendors and on the North-East by property recently sold by the Vendors to Coleman & Sons Limited which piece of land is more particularly delineated in the plan hereunto annexed whereon it is shown verged red TO HOLD the premises unto the Secretary of State and his successors for ever on behalf of His Majesty for a legal estate in fee simple absolute in possession.

2. THE Secretary of State hereby covenants with the Vendors that he will with all convenient speed erect and for ever thereafter maintain a suitable fence along the North-East and South-East sides of the property hereby conveyed Provided always that he shall be entitled so far as he may think fit so to do in part performance and observance of this present covenant to utilise the existing hedge along

the South-East side of the said property.

3. THE Vendors hereby acknowledge the right of the Secretary of State to production of the hereinbefore recited Conveyance of the 16th day of April 1919 and to delivery of copies thereof.

IN WITNESS whereof the Vendors the Treasurer and the Secretary of State have hereunto set their respective hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED by the above named [redacted] in the presence of [redacted]) [redacted] (L.S.)

SIGNED SEALED and DELIVERED by the above named [redacted] Rowntree in the presence of [redacted] Secretary.) [redacted] (L.S.)

SIGNED SEALED and DELIVERED by the above named [redacted] in the presence of [redacted]) (L.S.)

SIGNED SEALED and DELIVERED by the above named [redacted] in the presence of [redacted]) [redacted] (L.S.)

SIGNED SEALED and DELIVERED by the above named [redacted] in the presence of [redacted]) [redacted] (L.S.)

SIGNED SEALED and DELIVERED by the above named [redacted] ten in the presence of [redacted]) (Sd) [redacted] (L.S.)

SIGNED SEALED and DELIVERED by His Majesty's Principal Secretary of State for the War Department in the presence of [redacted]) [redacted] (L.S.)

Annex N

DATED 15th August 1953

[redacted]

- and -

HIS MAJESTY'S PRINCIPAL SECRETARY of STATE for THE WAR DEPARTMENT

Copy

COMPENSATION AGREEMENT

for the extinguishment of Manorial Incidents.

Enrolled in Court Book Volume 10 page 555.

[redacted]

Deputy Steward.

Treasury Solicitor.

W.O. 15173

(43) HS29 [redacted]

Stamp 6d. MANOR of STRENSALL in the County of York.

THIS COMPENSATION AGREEMENT made the 15th day of August 1953 BETWEEN [redacted] the City of York Esquire [redacted] (hereinafter called "the Lord") of the one part and HIS MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT for and on behalf of His Majesty (hereinafter called "the Owner") of the other part

W H E R E A S :-

(1) The Lord is seised of the said Manor for an estate in fee simple in possession free from incumbrances

(2) As appears from the First Schedule hereto the Owner is entitled for and on behalf of His Majesty to the property described in the Second Schedule hereto (formerly copyhold of the said Manor but now enfranchised by virtue of the Law of Property Act 1922) for an estate in fee simple in possession SUBJECT to the rights of the Lord and to the Manorial Incidents saved by the Law of Property Act 1922 and intended to be hereby extinguished but otherwise free from incumbrances

NOW pursuant to the Law of Property Act 1922 THIS AGREEMENT WITNESSETH and it is hereby agreed as follows:-

1. The compensation for the extinguishment of the Manorial incidents saved by Part V of the said Act affecting the said hereditaments mentioned in the Second Schedule hereto and of the rights of the Lord in and to the mines and minerals in or under the said hereditaments and all other rights affecting the same preserved by the Twelfth Schedule to the said Act shall be the sum of FIFTEEN POUNDS and TWELVE SHILLINGS

2. The Steward's compensation (if any) and all costs and expenses paid or incurred by the Lord and recoverable from the owner in respect of this extinguishment have been included in the compensation money aforesaid.

3. The compensation for the extinguishment of the rights of the Lord in and to the said mines and minerals does not exceed the sum of ONE POUND.

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £500

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

THE FIRST SCHEDULE

11th June 1921 ON this date [redacted] as Nominee of the Owner was admitted tenant according to the custom of the said Manor of the hereditaments mentioned in the Second Schedule hereto Upon trust nevertheless for the Owner and his successors

1st January 1926 BY virtue of the Law of Property Act 1922 Twelfth Schedule, the Law of Property (Amendment) Act 1924 and the Law of Property Act 1925 the said hereditaments were enfranchised and became vested in the Owner for and on behalf of His Majesty in fee simple Subject as aforesaid and to the rights of the Lord and the Manorial Incidents by the said Acts reserved

THE SECOND SCHEDULE

FIRST - ALL THOSE hereditaments situate at Clifton within the City of York and formerly described as follows:- All those two messuages or tenements (formerly in three tenements) situate standing and being at Clifton within the City of York aforesaid until the extension of the boundaries of the City of York described as in the County of York formerly in the occupation of the undertenants of [redacted] and now of [redacted] with such part of the yard garth or parcel of ground (sometime ago a Croft) behind the same and adjoining thereto containing by estimation half an acre or

thereabouts as immediately adjoins on the back of the same premises and contains in breadth at each end thereof twenty three feet or thereabouts and in length from the said buildings Forty seven feet and eight inches or thereabouts and is divided from the residue of the said yard garth or parcel of ground and all other the buildings (if any) to which the said [redacted] was admitted tenant at a Court held on the 26th day of June 1883 which said messuages or tenements front the Town Street of Clifton aforesaid towards the North West and adjoin on the grounds of "Ousecliffe" towards the South or South/West and on the lands now or late of Earl de Grey towards the East or North East

AND SECONDLY ALL THOSE hereditaments situate at Clifton aforesaid formerly described as follows:- All that messuage tenement or dwellinghouse situate at Clifton in the Parish of St.Michael leBelfrey within the City of York until the extension of the Boundaries of the City of York described as in the County of York sometime since erected and built by [redacted] upon or near the site of an ancient messuage together with the garth or orchard outbuildings and appurtenances thereunto belonging Which said hereditaments and premises contain One thousand three hundred and forty square yards were the same more or less being now thrown to or held with certain freehold hereditaments recently conveyed to the said [redacted] by the Yorkshire Banking Company Limited being bounded by the Town Street of Clifton aforesaid leading to the River Ouse and Clifton Ings towards the North or North West by the said freehold hereditaments of the said [redacted] towards the South West by copyhold premises formerly belonging to the Devisees of [redacted] but now to the said [redacted] towards the East and by a piece of ground belonging to the Devisees of [redacted] at the bottom or low end thereof towards the South.

(SIGNED)

SIGNED by the said [redacted])
[redacted])
Swift his Attorney in the presence)
of:-)

[redacted]

his Attorney.

[redacted]

Solicitors, York.

MANOR of STRETHALL in the County of York.

1. The within named Lord of the above mentioned Manor hereby acknowledges that all rents fines reliefs and fees payable in respect of the hereditaments referred to in the within written Agreement have been duly discharged.

2. The said Lord hereby acknowledges the receipt from the Owner of the compensation money by the within written Agreement agreed to be paid (no interest being due thereon).

DATED this 15th day of August 1933.

[redacted]

his Attorney.

Stamp 2d.,

REGISTERED at Northallerton by the Enrolment of a Memorial on the 21st day of September 1933 at 10 in the forenoon in Volume 605 Page 1030 Number 334.

[redacted]

Registrar.

(Seal of North Riding of Yorkshire Registry of Deeds)