

## **Blundell, Claire**

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**From:** martin@ainscoughs.co.uk  
**Sent:** 04 March 2019 10:10  
**To:** Blundell, Claire  
**Subject:** Your ref LSG4/CB7/5.34495/804.491 Wildlife & Countryside Act 1981 - Part III - Public rights of way

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Client:** 5  
**DatabaseID:** 2200  
**DocID:** 6983712  
**Matter:** 34495  
**NorSaved:** Yes

Further to your letter of 30 January regarding permission to access the land in question.  
as landowner can confirm that I will grant permission for the planning inspectorate to access the land in question.

Yours faithfully

Martin Ainscough

Martin Ainscough  
Parbold Hall  
Parbold  
Wigan  
Lancashire WN8 7TG

**Permission from the landowner allowing the Inspector to access the land**

Martin John Ainscough owns the land crossed by the Order route. Martin Ainscough Farms Ltd is the tenant of the land.

Mr Ainscough has provided his permission for the Inspector to access the land crossed by the Order route.

OR

The Order Making Authority has not been able to obtain permission from the landowner/tenant for the Inspector to access the land crossed by the Inspector.

Wrote to Mr Ainscough  
re access 30.1.19



0 10 20 30 40 50 60 70 80 100m

Map scale 1:2500

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Data last updated 10:00pm 24 JANUARY, 2019

# Martin Ainscough Farms Ltd.

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FAIRHURST FARM, PARBOLD, NR. WIGAN, LANCASHIRE. WN8 7AN  
Telephone: Parbold (01257) 462670

Your ref LSG4/SK/5.34495(804.491)

5 May 2010

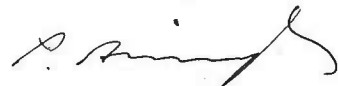
Naleha Khalid  
Lancashire County Council  
P O Box 78  
County Hall  
Preston PR1 8XJ

Dear Madam

WILDLIFE AND COUNTRYSIDE ACT 1981 – PART III  
CLAIM FOR DEFINITIVE MAP MODIFICATION ORDER  
CLAIMED PUBLIC FOOTPATH FROM PUBLIC FOOTPATH NO 33 AND 40 NEWBURGH TO  
PUBLIC FOOTPATH NO 39 AND 34 NEWBURGH WEST LANCASHIRE BOROUGH

We are the tenants of the land crossed by the claimed route and we have consistently turned people back whilst walking this unauthorised route.

Yours faithfully



P Ainscough  
Director

The Company Secretary  
Martin Ainscough Farms Limited  
Woodlands  
Parbold  
Wigan  
Lancashire  
WN8 7AN

Phone: (01772) 533427  
Fax: (01772) 530949  
Email: saleha.khalid@lancashire.gov.uk

Your ref:  
Our ref: LSG4/SK/5.34495 (804.491)  
Date: 27 April 2010

Dear Sirs

Lancashire County Council does  
not accept service by e-mail.

**WILDLIFE AND COUNTRYSIDE ACT 1981 – PART III  
CLAIM FOR DEFINITIVE MAP MODIFICATION ORDER  
CLAIMED PUBLIC FOOTPATH FROM PUBLIC FOOTPATH NO. 33 AND 40  
NEWBURGH TO PUBLIC FOOTPATH NO. 39 AND 34 NEWBURGH, WEST  
LANCASHIRE BOROUGH**

The County Council received a Claim for a Definitive Map Modification Order. The details of the Claim are as follows and the route referred to is shown on the attached plan:-

**Claimed Public Footpath from Public Footpath No. 33 and 40 Newburgh to Public Footpath No. 39 and 34 Newburgh, West Lancashire Borough**

Mr Martin Ainscough confirms that you are the tenant of the land crossed by the claimed route and in the interests of completeness we now notify you of the claim. Mr Martin Ainscough, as landowner was consulted with regards to the above claim and we have received his comments in response however, should you have any further comments please can you let me have these as soon as possible as the report is to be presented to the Regulatory Committee very shortly.

Yours faithfully

Saleha Khalid  
Paralegal

**Please quote our full reference number on all correspondence**

## Companies House

**BETA** This is a trial service — your [feedback \(https://www.research.net/r/chbeta\)](https://www.research.net/r/chbeta) will help us to improve it.

Search for companies or officers

# MARTIN AINSCOUGH FARMS LIMITED

Company number **00617839**

Registered office address

Woodlands, Parbold, Wigan, Lancs, WN8 7AN

Company status

Active

Company type

Private limited Company

Incorporated on

31 December 1958

## Accounts

Next accounts made up to **31 December 2018**  
due by **30 September 2019**

Last accounts made up to **31 December 2017**

## Confirmation statement

Next statement date **23 November 2019**  
due by **7 December 2019**

Last statement dated **23 November 2018**

## Nature of business (SIC)

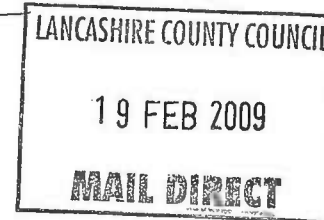
- 01500 - Mixed farming

[Is there anything wrong with this page?](#)

**EAGLE & CHILD**

Malt Kiln Lane, Bispham Green,

8041491



Eagle & Child, Bispham Green Ormskirk, Lancs.  
Manager Monica Evans & David Anderson

Tel.01257 462297 Fax 01257 464718

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

**1. Stamp Duty**

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

It is certified that this 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 £

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

**2. Title number(s) out of which the Property is transferred** Leave blank if not yet registered.  
LA943516 and LA833711

**3. Other title number(s) against which matters contained in this transfer are to be registered, if any**

**4. Property transferred** Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.

304.72 acres or thereabouts of land at Mount Farm Higher Lane Dalton more particularly described in Form CS1 attached

The Property is defined: Place "X" in the appropriate box.

on the attached plan and shown State reference e.g. "edged red".

edged red on Plan 2

on the Transferor's title plan and shown State reference e.g. "edged and numbered 1 in blue".

**5. Date** 13<sup>th</sup> April 2007

**6. Transferor** Give full name(s) and company's registered number, if any.

BARBARA DIANE JOHNSTONE, PETER EGERTON-WARBURTON and ALAN GODFREY SWERDLOW as trustees of the Peter Moores 1964 Settlement (the First Seller), SIR PETER MOORES (the Second Seller) and SIR PETER MOORES, BARBARA DIANA JOHNSTONE and JANATHA STUBBS for the Betty Suenson Taylor Settlement 1958 Peter Fund (the Third Seller) (and which collectively are hereinafter referred to as the Transferor)

**7. Transferee for entry on the register** Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

MARTIN JOHN AINSCOUGH

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

**8. Transferee's intended address(es) for service (including postcode) for entry on the register** You must give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

Giants Hall Newburgh Lancashire WN8 7AN

**9. The Transferor transfers the Property to the Transferee**



10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of *In words and figures.*  
NINE HUNDRED THOUSAND POUNDS (£900,000.00)

*Insert other receipt as appropriate.*

The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee  limited title guarantee

12. 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.*

### 13. Additional provisions

*Use this panel for:*

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions*

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

#### Definitions

See CS1

#### Rights granted for the benefit of the Property

See CS1

Rights reserved for the benefit of other land *The land having the benefit should be defined, if necessary by reference to a plan.*  
See CS1

Restrictive covenants by the Transferee *Include words of covenant.*

See CS1

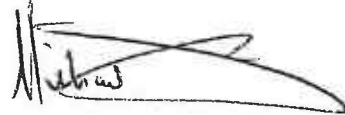
Restrictive covenants by the Transferor *Include words of covenant.*

See CS1

 LRTP1/3

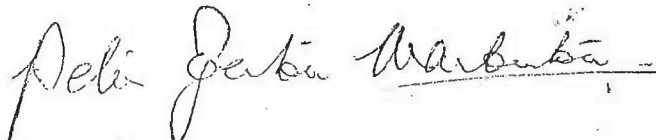
14. Execution The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

SIGNED as a Deed by MICHAEL JOHNSON as the )  
attorney and on behalf of BARBARA DIANE JOHNSTONE )  
in the presence of:- )



Witness Signature AELIZ CAUNCE  
Witness Name Any ELIZABETH CAUNCE  
Witness Address BELCONSPALL  
HUNTERS LANE  
HOLMES TAPLETON  
Witness Occupation CHARTERED ACCOUNTANT.

SIGNED as a Deed by the said )  
PETER EGERTON-WARBURTON )  
in the presence of:- )



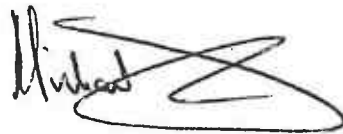
Witness Signature DAVINA CRICHTON  
Witness Name DAVINA CRICHTON  
Witness Address FLAT 3  
15 PARKVILLE ROAD  
LONDON SW6 7PA  
Witness Occupation

SIGNED as a Deed by the said )  
ALAN GODFREY SWERDLOW )  
in the presence of:- )

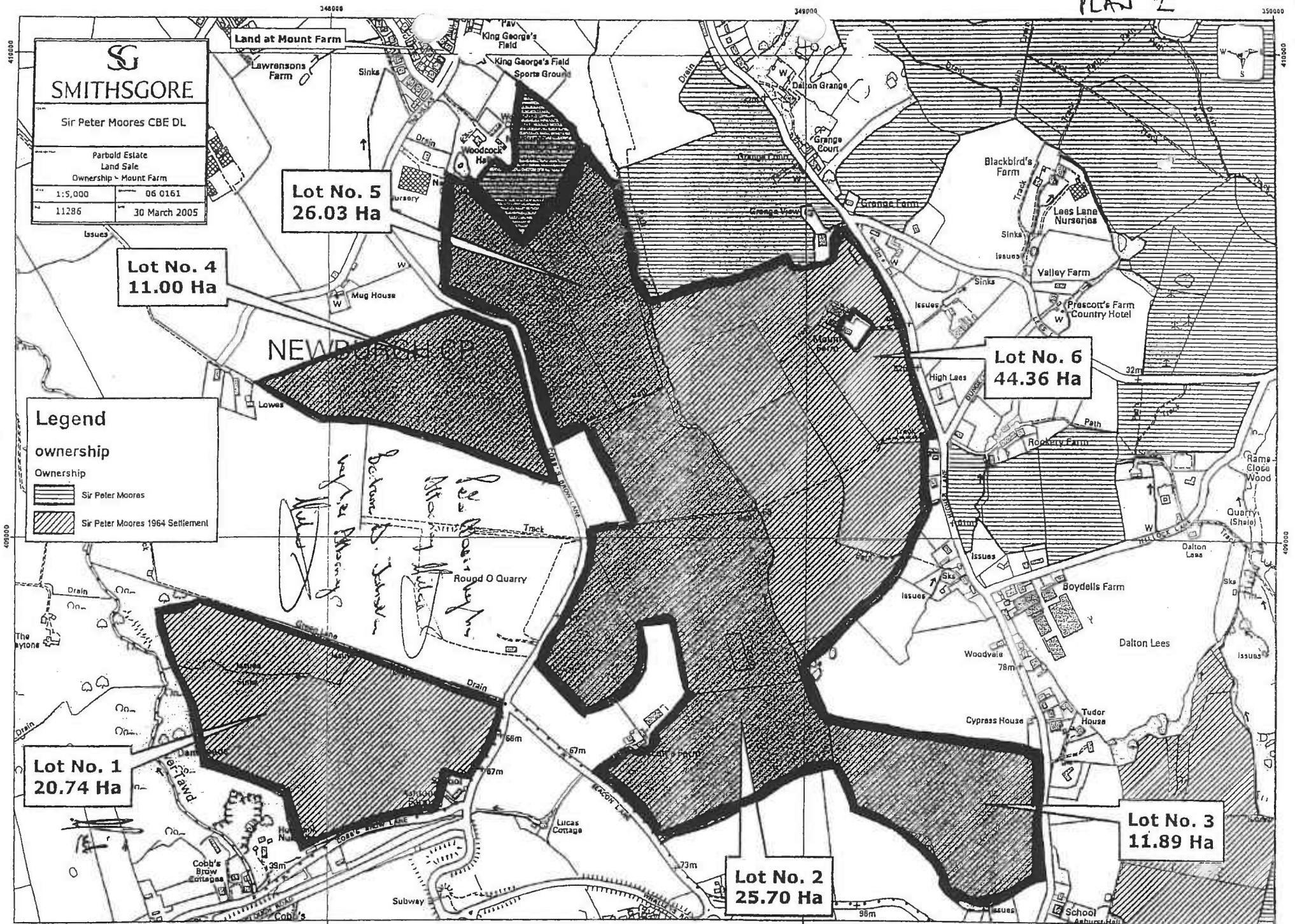


Witness Signature JEREMY GREENWOOD  
Witness Name JEREMY GREENWOOD  
Witness Address 1 WARREN HILL ROAD  
WOODBIDGE  
SUFFOLK  
Witness Occupation DESIGNER

SIGNED as a Deed by MICHAEL JOHNSON as the )  
attorney and on behalf of the said )  
SIR PETER MOORES CBE, DL in the presence of:- )



Witness Signature AELIZ CAUNCE  
Witness Name Any ELIZABETH CAUNCE  
Witness Address BELCONSPALL  
HUNTERS LANE  
HOLMES TAPLETON  
Witness Occupation CHARTERED ACCOUNTANT.



**SMITHSGORE**

Sir Peter Moores CBE DL

Parbold Estate  
Land Sale  
Ownership - Mount Farm

1:5,000	06 0161
11286	30 March 2005

Lot No. 5  
26.03 Ha

Lot No. 4  
11.00 Ha

Lot No. 6  
44.36 Ha

**Legend**

ownership

Ownership

- Horizontal hatching: Sir Peter Moores
- Diagonal hatching: Sir Peter Moores 1964 Settlement

Lot No. 1  
20.74 Ha

Lot No. 2  
25.70 Ha

Lot No. 3  
11.89 Ha

*I am now the owner of the land shown in this plan*  
*Sir Peter Moores*

*— Black line is Red.*

This plan is shown upon the Ordnance Survey map with the area of the land shown in this plan. The Ordnance Survey map is the basis of this plan. The Ordnance Survey map is the basis of this plan.



1. Continued from Form TP1

Title number(s) LA943516 and LA833711

2.

SIGNED as a Deed by the said )  
SIR PETER MOORES )  
in the presence of:- )

*Peter Moore by his Attorney*

Witness Signature... *AE Liz Counce*  
Witness Name... *Ann ELIZABETH COUNCE*  
Witness Address... *Becclesham*  
*Hunters Lane*  
*Homes, TARBURTON PRESTON*  
Witness Occupation... *CHARTERED ACCOUNTANT.*

SIGNED as a Deed by the said )  
BARBARA DIANA JOHNSTONE )  
in the presence of:- )

*Barbara D. Johnstone by her Attorney*

Witness Signature... *AE Liz Counce*  
Witness Name... *Ann ELIZABETH COUNCE*  
Witness Address... *Becclesham*  
*Hunters Lane*  
*Homes, TARBURTON PRESTON*  
Witness Occupation... *CHARTERED ACCOUNTANT.*

SIGNED as a Deed by the said )  
JANATHA STUBBS )  
in the presence of:- )

*Janatha Stubbs*

Witness Signature... *AE Liz Counce*  
Witness Name... *Ann ELIZABETH COUNCE*  
Witness Address... *Becclesham*  
*Hunters Lane*  
*Homes, TARBURTON PRESTON*  
Witness Occupation... *CHARTERED ACCOUNTANT.*

SIGNED as a Deed by the said )  
MARTIN JOHN AINSCOUGH )  
in the presence of:- )

Witness Signature.....  
Witness Name.....  
Witness Address.....  
.....  
Witness Occupation.....

Continuation sheet **1** of **1**

1. Continued from Form TP1

Title number(s) LA943516 and LA833711

2.

Panel 13

1. "Definitions" :

In this Transfer:

1.1 "the Exceptions" means the exceptions and reservations to the Transferor hereinafter set out

1.2 "game" means any pheasants, grouse, partridges, heath and moor game, waterfowl, geese and ducks of such species as are from time to time included in the quarry list contained in the Wildlife and Countryside Act 1981 Schedule 2 Part I, black game, deer, hares, rabbits, and vermin it is for the time being lawful to kill or take, and no other things

1.3 "the Perpetuity Period" means the period of 60 years commencing on the date of this Transfer

1.4 "the Plan" means the plan annexed to this Transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered

1.5 "the Property" means the land outlined in red on Plan 2 and being firstly, all those parcels of land belonging to the First Seller at Mount Farm Higher Lane Dalton shown edged green and orange on Plan 1 and numbered title to the same being registered at the Land Registry under Title Numbers LA943516 and LA833711 respectively, secondly, all those parcels of land belonging to the Second Seller at Mount Farm Higher Lane Dalton being land comprised in the following Conveyances:-

1.5.1 As to the land edged in blue on Plan 1 - Conveyance dated 3rd February 1967 made between J.E. Walton Esq (1) Peter Moores Esq (2)

1.5.2 As to the land edged in black on Plan 1 - Conveyance dated 30 June 1967 and made between Edward Glover (1) Peter Moores (2)

1.5.3 Thirdly, all those parcels of land belonging to the Third Seller comprising:-

1.5.3.1 That parcel of land known as Woodcock Hall Newburgh forming part of the Property and shown edged pink on Plan 1 held under a Conveyance dated 27th October 1972 and made between James Rimmer Hesketh (1) Paul Ellis Brown and Margery Brown (2) and John Moores and Peter Moores (3)

1.5.3.2 That parcel of land at Cobbs Brow Newburgh forming part of the Property and shown edged brown on Plan 1 held under a Conveyance dated 25 February 1970 and made between John Webster Esq (1) and Peter Moores and John Moores (2)

1.5.3.3 That parcel of land edged in yellow on Plan 1 forming part of the property held under a Conveyance dated 6th May 1969 and made between Edward Wainwright Webster (1) John Moores and Peter Moores (2)

1.6 "the Retained Land" means the land retained by the Transferor being that part of the land comprised in the Title Numbers and Conveyances as is not comprised in the Property together with any other land of the Transferor adjoining or near to the Property and all references in this Transfer to the Retained Land shall (unless a contrary intention is expressed) be deemed to include each and every

part or parts thereof.

1.7 "the Restrictions" means the restrictions hereinafter set out

1.8 "the Rights" means the rights granted to the Transferee hereinafter set out

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

1.10 "Service Apparatus" means sewers drains channels pipes watercourse gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media septic tanks holding tanks and sewage treatment works and associated equipment

1.11 "the Sporting Rights" means the right to sport by shooting, hunting, hawking and fishing and taking, killing and carrying away all game and fish

1.12 words importing one gender shall be construed as importing any other gender

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

1.14 words importing persons shall be construed as importing a corporate body and/ or a partnership and vice versa

1.15 where any party comprises more than one person the covenants obligations and liabilities of that party under this Transfer shall be joint and several covenants obligations and liabilities of those persons

1.16 the clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation

1.17 any reference to a clause or paragraph or Schedule is to one in this Transfer so numbered

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

## 2. Rights Granted

2.1 The Property is transferred subject to but with the benefit of the Rights

2.2 All rights not specifically and expressly included in the Rights are excluded from this Transferor

2.3 Unless otherwise stated the Rights are not granted exclusively and are granted in common with corresponding rights of the Transferor its successors in title assigns the owners and occupiers for the time being of the Retained Land and all persons authorised by it and them and other persons lawfully entitled to exercise such rights

2.4 The Rights are all subsisting rights of way water drainage rights of common and other rights easements wayleaves covenants rights restrictions and liabilities affecting the Property insofar as they continue to subsist and are capable of taking effect

2.5 There is also granted to the Transferee:-

2.5.1 the right to enter after giving reasonable written notice at all reasonable times (except in the case of emergency) upon the unbuilt upon parts of the Retained Land so far as may be necessary for the purposes of constructing inspecting cleaning maintaining repairing and renewing the walls fences and other boundary structures on the Property causing as little damage as possible and making good to the reasonable satisfaction on the Transferor any damage caused

2.5.2 the Transferee and his successors in title the owners and occupiers for the time being of the Property will have the right in favour of the Property to free and uninterrupted passage and running of water sewerage gas electricity telephone and other services supplied to and from the Transferees property through over and along the conduits and all other conducting media which are now laid or will be laid within the Perpetuity Period

2.5.3 the Transferee has the right to enter on to so much as shall be necessary of the unbuilt upon parts of the Retained Land upon reasonable notice given to the Transferor with or without workmen materials and specialist services for the purposes of repairing maintaining and renewing any conduits and all other conducting media the person exercising such right causing as little damage and

inconvenience as reasonably practical and provided that in respect of the connection of new services the Transferee:

- (a) must cause no unnecessary damage to the Retained Land in the exercise of this right;
- (b) the Transferee must make good any damage caused; and
- (c) before commencing work the Transferee must produce to the Transferor copies of all necessary consents from the statutory undertakers or local authority or as the case may be

### 3. Exceptions

The following Exceptions (which may be exercised by the Transferor and its successors assigns the owners and occupiers for the time being of the Retained Land and its and their servants tenants agents and all others authorised by the Transferor and them) are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land :-

3.1 the right to build or rebuild on the Retained Land in any manner whatsoever and to sell let or otherwise deal with the same or any building thereon for any purpose or otherwise deal with it notwithstanding the light or air to the

Property is in any such case diminished or any other liberty easement right or advantage belonging to the Transferee is diminished or prejudicially affected

3.2 full and free right to the free and uninterrupted passage and running of Services to and from the Retained Land through over and along the Service Apparatus that are now laid or will be laid within the Perpetuity Period in on over or under the Property for the use and enjoyment of the Retained Land together with the right to enter on the Property at all reasonable times upon reasonable prior notice (and at any time in cases of emergency) with or without workmen plant machinery equipment and tools for the purposes of constructing inspecting maintaining altering renewing and cleaning the Service Apparatus provided that the Transferor or other persons exercising such rights shall promptly make good any damage occasioned by the exercise of such rights but without paying compensation therefor

3.3 the right of subjacent and lateral support and protection from the Property including any party walls or structures for the purpose of supporting upholding and maintaining the buildings (if any) on the Retained Land

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

3.5 the right of entry for the Transferor and its successors in title servants and agents the owners and occupiers for the time being of the Retained Land and all persons authorised by him or them with or without vehicles horses machinery and plant to enter on any part of the Property at all reasonable times and any time in cases of emergency to exercise the Exceptions set out in this Transfer and for all reasonable purposes connected with the same

There is reserved to the Transferor and its successors assigns and its and their servants tenants and agents and all others authorised by them during the life time of Sir Peter Moores CBE, DL

3.6 all Sporting Rights on in or upon the Property and the right to enter the Property (except upon those parts comprising any buildings unless it is for the recovery of dead or injured game only) to exercise the Sporting Rights and to rear, stock and preserve game

### 4. The Restrictions

The Transferee covenants with the Transferor and each and everyone of them to

A



observe and perform the Restrictions as hereinafter set out below and it is agreed and declared that:

- . the benefit of this covenant and the Restrictions is to be attached to and enure for each and every part of the Retained Land
- . a Restriction not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person
- . the burden of the Restrictions shall bind each and every part of the Property into whosoever hands it may come

4.1 the Transferee must not cause or permit or suffer to be done in on or upon the Property anything that may be or may grow to be a nuisance or annoyance to the Transferor or the owners or occupiers of any adjoining or neighbouring property or the owners or occupiers for the time being of any part of the Retained Land

4.2 not to allow or permit :

4.2.1 any of the boundary hedges fences or walls belonging to the Property to fall into disrepair and

4.2.2 any of the land drains in or under or through the Property taking water from the Retained Land or ditches in the Property to become blocked or their draining capabilities to become impaired

4.3 not to trap or snare any game in or upon the Property nor to kill any game in or from the Property or collect any game howsoever from the Retained Land

4.4 not to alter the site of any existing boundary fence hedge wall or ditch or erect or construct any new boundary fence hedge wall or ditch which shall encroach in any way onto the Retained Land

4.5 to make good immediately any damage caused to the Retained Land caused directly or indirectly by the exercise of the Rights and pay to the Transferor and to any tenant or occupier of land affected by any such damage full compensation for damage not capable of being made good (including compensation for any damage caused to crops whether or not belonging to the Transferor)

4.6 to observe and perform the covenants and conditions contained or referred to in the property proprietorship and charges registers (save for financial charges of the Transferor) of the Title Numbers and set out or mentioned in the Conveyances so far as they relate to the Property and to indemnify and keep the Transferor and its successors in title fully and effectually indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or its successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions

#### 5. Agreements and declarations

It is agreed and declared :-

5.1 Except as expressly contained herein this Transfer does not include the benefit of any covenant or of any easement (or right) of way water drainage light air or other easement or right which would or might interfere with or restrict the free use of the Retained Land for building or any other purpose whatsoever and this Transfer shall not be construed or operate as implying the grant of any such rights

5.2 That the access and user of light and air to and for the Property and any dwellinghouse erection or building for the time being thereon upon and over the adjoining and neighbouring property now or formerly of the Transferor is enjoyed by the express consent of the Transferor and the Transferor its assigns lessees and tenants owners and occupiers of such adjoining and neighbouring property shall be entitled from time to time and at any time to interfere with or destroy the access of light and air to the Property by erecting new buildings or enlarging existing buildings on such adjoining or neighbouring property without any formal revocation of such consent

5.2.1 that the cost of any work undertaken by the Transferor or its successors in title due to the failure of the Transferee to observe and perform the

A

stipulations referred to in Clause 4 hereto shall be a charge upon the Property in favour of the Transferor and the Transferee hereby charges the Property with all monies due thereunder which charge shall rank after any financial charge entered into by the Transferee from time to time

5.2.2 that the decision of the Transferor or its agent as to the extent of work required and the cost thereof referred to in the preceding subclause shall be final and binding on the Transferee and his successors in title

Continuation sheet **5** of **5**



01772 533427  
01772 533614  
saleha.khalid@lancashire.gov.uk

Mr M J Ainscough  
Giants Hall,  
Culvert Lane  
Newburgh  
WN8 7XA

Your ref  
Our ref LSG4/PROW/SK/5.34495 (804/491)  
Date: 18<sup>th</sup> December 2008

To enable us to allocate your  
correspondence promptly please  
quote our reference

Dear Mr Ainscough

**RE: WILDLIFE AND COUNTRYSIDE ACT 1981 – PART III  
CLAIM FOR DEFINITIVE MAP MODIFICATION ORDER  
CLAIMED PUBLIC FOOTPATH FROM PUBLIC FOOTPATH NO. 33 & 40  
NEWBURGH TO PUBLIC FOOTPATH NO. 39 & 34 NEWBURGH WEST  
LANCASHIRE DISTRICT**

I refer to the above matter and your letter of 9 December 2008. Thank you for providing details of your land ownership.

After having carried out land registry searches it has become apparent that the land over which the claimed route runs is unregistered. In order to confirm your land ownership, please can you kindly provide me with a copy of the conveyance and the title plan.

I also enclose herewith as requested copies of the evidence that has been provided to date to support the claim.

I look forward to hearing from you in due course.

Yours sincerely



On behalf of the County Secretary & Solicitor

---

**Saleha Khalid • Paralegal**  
County Secretary & Solicitor Group (Environment Section)  
PO Box 78 • County Hall • Preston • PR1 8XJ  
DX 710928 PRESTON COUNTY HALL  
**Lancashire County Council does not  
accept service by e-mail**