

**COVERING LIST OF REPRESENTATIONS, OBJECTORS AND
SUPPORTERS**

**THE LANCASHIRE COUNTY COUNCIL DEFINITIVE MAP AND
STATEMENT OF PUBLIC RIGHTS OF WAY (DEFINITIVE MAP
MODIFICATION) (NO.8) ORDER 2010**

No.	OBJECTIONS	ADDRESS
1	Mr John R. Dinsdale (deceased)	Matthew Dinsdale (son) mattdinsdale@yahoo.co.uk 07980 265 490 David Dinsdale (son) 01282 545194

John Pallister

Chartered Surveyors, Auctioneers, Land Agents
Agricultural & Tenant Right Valuers
Residential Sales & Lettings

Directors

John Pallister, FAAV, MCIB

Member of the Central Association of Agricultural Valuers

Richard Pallister, MRICS

Catherine J. Pallister, MRICS, MSc, BSc (Hons)

Our Ref.

Your Ref.

Reply to

JP/JMcG - Dinsdale

LSG4/SK/5.30605 (804.465)

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20th October 2010

Lancashire County Council
County Secretary and Solicitor's Group
P.O. Box 789
County Hall
Preston
PR1 8XJ

Dear Sirs,

**Re: LCC Definitive Map and Statement of Public Rights
of Way (Definition Map Modification Order)(No.8) Order 2010-10-07**

My client Mr. John R. Dinsdale, the owner of Rainhall Farm, Barnoldswick, instructs me to object upon his behalf to the making of the above Order. Without prejudice to generality, Mr. Dinsdale's principal objections are as follows:-

1. The track between points D and G on the plan is a private track. Mr. Dinsdale owns the freehold, and records indicate that the track was always a private track. Records further show that there was a toll cottage situated on the track from which access payments were levied in times gone by. The track was gated and no doubt the toll leviers kept the gate locked.
2. Mr. Dinsdale has already made reference to the Borough of Pendle to an agreement dated 10th June 1863 which is duly signed and stamped and is part of the title to Rainhall Farm. The document demonstrates that in 1863 the owners of Rainhall Farm and local people knew that the use of the track was a private use. For that reason Wilkinson Bracewell (a man local to Barnoldswick), paid the owner of the farm for access and use of the track. [See Annex A]
3. In 1918 the status of the track had not changed. Part of Mr. Dinsdale's title to Rainhall Farm is a conveyance of the farm dated 3rd October 1918. The plan to the deed is impressive and clearly marks the track as a 'private cart road'. Furthermore to illustrate the privacy of the 'Lane' it was necessary to recite that one of the rights appurtenant to the farm, is the private right for those enjoying Rainhall Farm to further enjoy access over the adjacent tracks, which are coloured yellow upon the plan. [See Annex B]

Cont'd.....

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2.

4. It seems clear that as it was necessary to reserve specific rights to access over the track adjoining Rainhall Farm in 1918, the use of the track was not available to the public.
5. Reference by The Council to Jefferies Maps of Yorkshire 1772, Smith Map of 1817 and other Yorkshire maps 1817/1827/1829 are obviously less than satisfactory. In June 1863 there seems to be little doubt that the Lane was not open to the public other than by way of agreement or payment. That situation is further confirmed by the deed 3.10.1918. This latter evidence by Mr. Dinsdale is contemporaneous and by local owners and is much safer than the unknown and unsubstantiated notes of ancient 'map makers'.
6. The Borough of Pendle rely upon the argument that the lane (D-E) was used by horse drawn vehicles (letter 10th January 2007).

There is no evidence that if such use did take place that it was a public use, nor that it was a use taken and enjoyed other than by gratuitous licence of the owners of Rainhall Farm, or following payment. The 1863 reference to payment clearly brings into question the status of any such horse drawn activity, as may or may not have taken place.
7. Mr. Dinsdale does not accept the bald statement of LCC or others that use in more recent years has amounted to 20 years of uninterrupted public access by horse riders. Those making such statement must be required to be examined by an Inspector at a hearing.
8. The Borough of Pendle also referred to a paper prepared by Nick Livesey called "History of the Ancient Musghyll Gate to Dumphill Gate Road". In it he refers to the first tarring of the roads around Salterforth in 1924 and draws an unsupported conclusion that the Skipton RDC omitted work on The Track because of the 'New Road' offering a better route. From Mr. Dinsdale's evidence it is apparent that the reason The Track was not tarred is because it was a private road and that only 6 years previous the rights of the owner of Rainhall Farm to its access in adjacent lengths had to be recited and recorded. At the same time the length of track inside Rainhall Farm was clearly conveyed as a 'private track'. Mr. Livesey refers to the belief of local residents, that the road is an unclassified highway, but does not say which residents, how long or locally they lived, nor whether they have considered all of the appropriate facts in coming to their 'belief'.

Cont'd.....

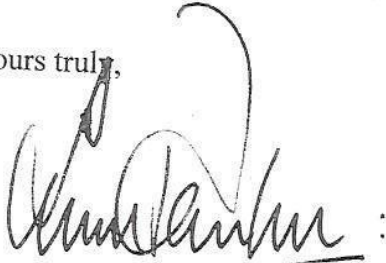
Cont'd.....

3.

9. The Council has no duty to modify the definitive map simply because it prefers a modification. Evidence is required which will bear the burden of reasonable proof of the existence of a bridleway. That evidence cannot be provided, because it is not the case.

My client trusts that the Minister will consider his objection to the partisan approach taken by The Borough of Pendle; and Lancashire County Council in this matter. It is submitted that the need to make this private track into a lane open to the public by right, stems from the closure of rights which crossed the Coates Housing estate.

Yours truly,

A handwritten signature in dark ink, appearing to read 'John Pallister', followed by a colon. The signature is fluid and cursive.

JOHN PALLISTER FAAV
for John Pallister Limited

c.c. John Dinsdale

2275000

A



Memorandum of Agreement made the ~~fourth~~ ^{fourth} day
of June 1863 between John Wilkinson Wasey
of Linc. - and in the parish of Thurnston - in -
Lanc. Yorkshire Esquire of the one part
and William Bracewell of Newfield - Edge in
^{Esquire} the parish of Barnoldswick Yorkshire of the
other part - whereas there is a road for horses
over and across Rain-hall farm in the said parish
of Barnoldswick and also a road for carts conveying
corn grown in the township of Salterforth in the
said parish of Barnoldswick to the ground at
an ancient Sake Corn Mill at Barnoldswick
aforesaid and returning with the same when ground
and for no other purpose - and whereas it is very
convenient for the said William Bracewell to
convey certain goods over and along the said road
from Barnoldswick aforesaid to the Earby Rail
way station and he hath requested the said John
Wilkinson Wasey to permit him to use the
said road for such purpose which the said
John Wilkinson Wasey hath agreed to do on
the terms and conditions hereinafter mentioning
that is to say that the said William Bracewell ^{hath} ~~shall~~
and will at his own proper costs and charges
~~shall make sufficient~~ ^{do} repair and amend the said
road ~~also pay two~~ ^{the} sums of £5 making together
the sum of 10/- for the privilege of ~~going~~ ^{the} going
~~over & along the said road with his goods~~
~~for the purpose aforesaid~~ ^{the} the said road with
carts & servants -

and ~~all that~~ in the said manner
hereby agrees to
~~pay~~ pay to the said John Wilkinson Wasney the
sum of five shillings on the twenty first day of
^{next ensuing}
June ~~next~~ for the privilege of using the said
road for the term of one year from the
date hereof or for any part of such year—
and a like sum of five shillings for each year
or any part of a year he shall continue to
use the said road—on the 21st day of June
in each and every such year—and it is
hereby further mutually agreed between and
by the said parties hereto that either
party shall be at full liberty to put an
end to this agreement immediately on giving
a notice in writing to the other party hereto
or leaving such notice at or upon his last known
place of abode in England— In Witness
whereof the said parties hereto have set
their hands the day and year first
above written

J. W. Wasney



Memorandum of Agreement made ~~the~~ ^{the} twentieth
of June 1863 between John Wilkinson ~~Wesley~~ ^{Wesley}
of Fines - and in the parish of Thurstun - in -
Leam. Yorkshire Esquire of the one part
and William Bracewell of Newfield - Edge in
^{Leam} the parish of Barnoldswick Yorkshire, of the
other part - whereas there is a road for horses
over and across Rain-hall farm in the said parish
of Barnoldswick and also a road for carts conveying
corn grown in the township of Salterforth in the
said parish of Barnoldswick to be grained at
an ancient Sake Corn Mill at Barnoldswick
aforesaid and returning with the same when grained
and for no other purpose - and whereas it is very
convenient for the said William Bracewell to
convey certain goods over and along the said road
from Barnoldswick aforesaid to the Earley Rail
way station and he hath requested the said John
Wilkinson Wesley to permit him to use the
said road for such purpose which the said
John Wilkinson Wesley hath agreed to do on
the terms and conditions hereinafter mentioning
that is to say that the said William Bracewell ^{hath} ~~shall~~
and will at his own proper costs and charges
~~shall~~ ^{do} ~~also~~ ^{repair} and amend the said
road from time to time and at all times
the sum of 10/- for the privilege of ~~going~~ ^{going}
over & along the said ~~road~~ ^{road} with his horses
for the purpose aforesaid ~~the said road~~
carts & servants -

and ~~the said~~ in the said manner ~~to be~~
hereby agrees to
~~pay~~ to the said John Wilkinson Wasney the
sum of five shillings on the twenty first day of
^{next ensuing}
June ~~instant~~ for the privilege of using the said
road for the term of one year from the
date hereof or for any part of such year
and a like sum of five shillings for each year
or any part of a year he shall continue to
use the said road on the 21st day of June
in each and every such year - And it is
hereby further mutually agreed between and
by the said parties hereto that either
party shall be at full liberty to put an
end to this agreement immediately on giving
a notice in writing to the other party hereto
or leaving such notice at or upon his last known
place of abode in England - In Witness
whereof the said parties hereto have set
their hands the day and year first
above written

J. W. Wasney

Dated 3rd October 1918

Messrs John Du Cane Wilkinson & John Wilkinson

by the direction of Mr John Wilkinson & his Mortgagee.

Mr John Fowler^{TO}

Conveyance

of a Freehold Farm known as Rainhall situate in Salterforth and
Thorncliffe Craven in the West Riding of the County of York.

Holmes & Holmes,
Burnley.

L 85762



This Indenture

made the said

day of October one thousand nine hundred and eighteen
Between John Du Cane Wilkinson of Witham in the
County of Essex Esquire and John Wilkinson of ^{Thymcliffe} West Park in
the County of Ayrshire Gentleman of the first part Joseph
Mason of Colne in the County of Lancaster Cotton Manufacturer
(hereinafter called the Mortgagee) of the second part the said John
Wilkinson of the third part and John Fowler of Elslack Hall
Farm Elslack near Skipton in the West Riding of the County of York Farmer
(hereinafter called the Purchaser) of the fourth part **Whereas** Ellen
Smith late of Fence End Thornton-in-Graven in the said West Riding of
the County of York being absolutely seized and possessed of the hereditaments
hereinafter described and intended to be hereby conveyed duly made and
executed her last Will and Testament in writing bearing date the twenty
first day of July one thousand nine hundred and two whereby she
appointed Osborne Reynolds and her nephews the Reverend William Henry
Wilkinson and the said John Du Cane Wilkinson (hereinafter called her
Trustees) to be the Executors and Trustees thereof and after making certain
bequests and giving certain Annuities which she directed should be paid
out of her real estate given to her nephew the said John Wilkinson for life
and devised of real estate (except her Rainhall Property comprising the
Farm and Rock which fell into and formed part of her residuary real
estate) she devised and bequeathed all her real and personal estate
not thereby otherwise disposed of unto her Trustees Upon trust to sell and
call in and convert into money her said personal estate or so much thereof
as should not consist of money and to sell her Moor properties and so
much of her other residuary real estate as might be necessary and out of
the proceeds of such sales and conversion and out of her ready money to pay
her funeral and testamentary expenses and debts (including the sum of
five thousand pounds in the Settlement executed on the marriage of her
niece Elizabeth Holberton Thorman covenanted by her to be paid) and to
pay and provide the legacies and sums of money thereinbefore bequeathed
and to stand possessed of the residue of the said moneys and of all other
her residuary real and personal estate In trust for her nephew the said John
Wilkinson for his own absolute use and benefit **And whereas** the said
Ellen Smith died on the twenty ninth day of May one thousand nine
hundred and five without having altered or revoked her said Will which

the price or sum of Five thousand pounds And whereas all the funeral and testamentary expenses and debts of the said Ellen Smith deceased (including the said sum of Five thousand pounds in the said Settlement covenanted to be paid) and all the legacies and sums of money bequeathed by her said Will have long since been paid and satisfied as they the said John Deane Wilkinson and John Wilkinson (hereinafter together called the Trustees) as such Trustees as aforesaid do hereby admit and declare And whereas the sum of Two thousand three hundred and fifty pounds and no more still remains owing to the Mortgagee upon the security of the hereinbefore recited Indenture of Mortgage but all interest thereon has been paid and satisfied up to the date hereof as he the Mortgagee doth hereby admit and acknowledge And whereas upon the treaty for the said sale it was agreed that the sum of Two thousand three hundred and fifty pounds should be paid to the Mortgagee out of the said Purchase Money and that the Mortgagee and Trustees should join in these presents in manner hereinafter appearing Now this Indenture witnesseth that in pursuance of the said agreements and in consideration of the sum of Two thousand three hundred and fifty pounds to the Mortgagee now paid by the Purchaser at the request and by the direction of the Vendor and with the privity and consent of the Trustees (the receipt whereof and that the same is in full satisfaction and discharge of all moneys intended to be secured by the hereinbefore recited Indenture of Mortgage the Mortgagee doth hereby admit and acknowledge) And in consideration of the sum of Two thousand six hundred and fifty pounds to the Vendor now paid by the Purchaser with such privity and consent as aforesaid (the payment and receipt in manner aforesaid of which said sums of Two thousand three hundred and fifty pounds and Two thousand six hundred and fifty pounds making together the said sum of Five thousand pounds the Vendor doth hereby acknowledge) The Trustees as Trustees at the request and by the direction of the Vendor and Mortgagee do and each of them doth hereby convey and the Vendor as Beneficial Owner and the Mortgagee as Mortgagee do and each of them doth hereby convey ratify and confirm unto the Purchaser That Messuage Farm or tenement known as Rainhall and situate partly within the township of Salterforth partly within the Township of Thornton in Craven and partly within the Township of Barnoldswick all in the said West Riding of the County of York as the same is more particularly set forth and described in the Schedule hereunder written and in the plan attached to these presents being in such plan surrounded by a red border all which said premises

are now in the occupation of James Walter White as tenant thereof
Together with the appurtenances and particularly including full
 right and liberty for the Purchaser his heirs and assigns owners for the
 time being of the hereditaments hereby conveyed and all other persons
 authorised by him or them from time to time ^{and at all times} hereafter and for all purposes
 to pass and repass with or without horses cattle carts carriages motor cars
 and other vehicles over and along the road coloured yellow on the said
 plan and marked Private Road as such road has heretofore been
 used and enjoyed in connection with the hereditaments hereby conveyed
To hold the said hereditaments and premises unto and to the use
 of the Purchaser in fee simple Freed and discharged from all principal
 moneys and interest secured by and from all claims and demands under
 the hereinbefore recited Indenture of Mortgage In witness whereof
 the said parties to these presents have hereunto set their respective
 hands and seals the day and year first before written.

The Schedule above referred to.

No. on Plan	Description	Area			Former Description	Area.
		a.	r.	p.		
1	Farm House, Farm Buildings, Yard, Garden and Croft.	3	19		11 House, Farm Buildings &c	870
2	Pasture	35	0	8	12	40.385
4	Arable	5	1	13		1.560
3	Meadow.	1	2	10	25 Copping Hall	
5	Pasture.	32	2	26		35.385
6	Arable	2	2	36	13 Summer Hay	
7	Pasture	13	0	4	465 Dalacre	13.129
8	Pasture	1	1	28		1.425
9	Meadow.	12	2	1	4 New Meadow	12.504
Carried Forward						105.258
105.1.2						

The Schedule continued

No on plan	Description	Area			Number on Ordnance Map CLXXXVI - 1894 Edition: Yorkshire West Riding	Former Description	Area	
		a	r	p				
	Brought Forward	105	1	2			105.258	
10	Meadow	5	0	14		3	5.088	
11	Pasture	2	2	21		2	Wood	2.632
12	Meadow	5	3	37		1	Church Meadow	5.982
13	Meadow	9	2	15		7	Sheep Close Meadow	9.593
14	Pasture	10	3	6		8	Dump Hill	10.789
					pt.	8	Road from Dump Hill to Rainhall.	
15	Rainhall Rock	4	2	12		6	Canal Cut	3.559
								142.901
							Error in contents of Canal Cut	1.018
		143	5	27				143.919

Statute Measure

A . R . P.
143 . 3 . 27

Signed sealed and delivered

by the before named John de Cane
Hickman in the presence of
William Stearns
the Homestead
William Cross
Gentlemen

J. sub. wilkinson

I. M. Wixson

signed sealed and delivered by
the said John Wessington in the
presence of

John McFarlane
Marion Anne Groover.
State Cashier

John Fowler

Signed sealed and delivered by
the said Joseph Mason in the
presence of

Arthur V. K. Price
THORLEBY HOUSE, SKIPTON.

a leafyobhis Indubium was registered at the West Riding Registry of Deeds at Wakefield the sixth of November 1918 at 10.0 in the afternoon in Volume 41 Page 576 Number 220

Signed, sealed & delivered by the said
John Bowler in the presence of
W. J. E. [unclear] -
S. B. [unclear]

M. B. Ryan

Regina

