

TOWN AND COUNTRY PLANNING ACTS, 1971 TO 1974

BUILDINGS OF SPECIAL ARCHITECTURAL OR HISTORIC INTEREST

DD

THE DISTRICT COUNCIL OFDACORUM.....

IN THE COUNTY OF HERTFORD

To:	Mr D C R Allen Great Moonshine Flaunden Herts HP3 OPL	Derek Phillips Associates 24 High Street Bovingdon Herts HP3 OHH
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.....Conversion of barn to form 2 dwellings.....
.....
atSharlowes Farm, Flaunden, Herts.....
.....

Description and location of proposed works

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder, the Council hereby grants listed building consent to the works described above and proposed by you in your application dated.....16.11.88..... and received with sufficient particulars on.....17.11.88..... and shown on the plan(s) accompanying such application subject to the following conditions:

- (1) The works to which this consent relates shall be begun within a period of five years commencing on the date of this notice.
- (2) No work shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority, and the development hereby permitted shall be carried out in the materials so approved.
- (3) The chimney flues on the south-west elevation shall be painted black.

The reasons for the Council's decision to grant listed building consent for the works proposed subject to the above conditions are:

- (1) To comply with the provisions of s.56A of the Town & Country Planning Act 1971.
- (2) To ensure a satisfactory appearance.
- (3) To ensure a satisfactory appearance.

Dated.....~~Thirtieth~~.....day of.....~~March~~.....19..89....

Signed.....

DesignationCHIEF PLANNING OFFICER.....

NOTE

1. If the applicant is aggrieved by the decision of the local planning authority to refuse listed building consent for the proposed works, or to grant consent subject to conditions, he may, by notice served within six months of receipt of this notice, appeal to the Secretary of State for the Environment in accordance with part one Schedule 11 to the Town and Country Planning Act, 1971. The Secretary of State has power to allow a longer period for the giving of a notice of appeal and he will exercise his power in cases where he is satisfied that the applicant has deferred the giving of notice because negotiations with the local planning authority in regard to the proposed works are in progress.

2. If listed building consent is refused, or granted subject to conditions whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any works which have been or would be permitted, he may serve on the council of the county district, in which the land is situated a listed building purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Section 190 of the Town and Country Planning Act, 1971.

3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 171 of the Town and Country Planning Act, 1971.

Attention is drawn to Section 55(2)(b) of the Act, the effect of which is that demolition may not be undertaken (despite the terms of the consent granted by the local planning authority) until notice of the proposal has been given to the Royal Commission on Historical Monuments, Fortress House, 23 Saville Row, London W1X 2HE, and the Commission subsequently have either been given reasonable access to the building for at least one month following the grant of consent, or have stated that they have completed their record of the building or that they do not wish to record it.

3 Wood Linn. Ln
Hammer Hampton
Herts.
21st Nov 88

Dear Sir.

With reference to Planning application
your ref:- 4/1982/88D. which relates to

18 BELHAM ROAD. Kings Langley.

As we know that this falls within
permitted Development, we hereby withdraw
any application that is being considered,
under. (Section 52 DETERMINATION).

Yours Faithfully.

R. S. Cords

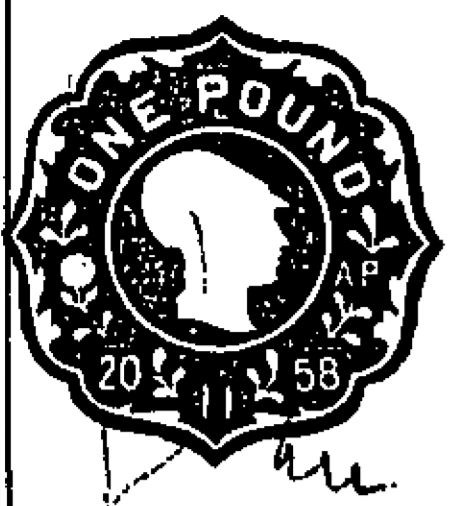
R. S. Cords
for RSC. (HAMMERS) DIRECTORS.

PLANNING DEPARTMENT DACORUM DISTRICT COUNCIL					
Ref.				Ack.	
C.P.O.	D.P.	D.C.	B.C.	Admin.	File
		<input checked="" type="checkbox"/>			
Received			21 NOV 1988		
Comments					

Copy of

Deeds of 3 Rectory Lane PRENTICE

These identify part of the access road right of way to the common with Arthur & North / Mr Pearce / Mr Burgess / Mrs Che...
This Mortgage made the tenth day of November 1958



One thousand nine hundred and fifty-eight BETWEEN JOHN CHARLES RYE of "Rylands" Rectory Lane Kings Langley in the County of Hertford Biscuit Maker

(hereinafter called "the Mortgagor" which expression where the context admits shall include all persons claiming under him) of the one part

and HEMEL HEMPSTEAD BUILDING SOCIETY incorporated under the Building Societies Act 1874 (hereinafter called "the Society" which expression shall include all persons claiming under it) of the other part

WHEREAS the Mortgagor is a member of the Society and is entitled to an advance of Four hundred pounds out of the funds thereof in respect of forty Class II shares in the Society repayable with interest at £6. 0. 0. per centum per annum by calendar monthly subscriptions of Ten shillings per share over a period of £3. 19. 8d. years and months in accordance with and subject to the Rules of the Society and having applied to the Society to lend to him the above-mentioned amount the Society has agreed to do so on having such security as is hereinafter contained

NOW THIS DEED WITNESSETH as follows:—

1. IN consideration of the sum of FOUR HUNDRED POUNDS

paid by the Society to the Mortgagor upon the execution of this Deed (the receipt whereof the Mortgagor hereby acknowledges) THE Mortgagor as beneficial owner HEREBY DEMISES unto the Society ALL THOSE freehold hereditaments comprised and described in the Schedule hereto TO HAVE AND TO HOLD the same unto the Society from the date hereof for the term of THREE THOUSAND YEARS without impeachment of waste SUBJECT to the proviso for redemption hereinafter contained AND SUBJECT ALSO to the stipulations contained in a Conveyance dated the twenty-ninth day of February One thousand nine hundred and twenty and made between The Reverend John Parker Haythornthwaite of the first part the Ecclesiastical Commissioners for England of the second part The Right Honourable and Most Reverend Randall Thomas Davidson of the third and George Bullock of the fourth part so far as the same are still subsisting and affect the property hereby demised and are capable of being enforced.

2. PROVIDED ALWAYS and it is hereby agreed as follows:—

- (A) If the Mortgagor shall duly pay to the Society the subscriptions interest fines and other moneys and comply with all the rules for the time being of the Society which on the part of the Mortgagor ought to be paid and complied with then this security shall be vacated by the endorsement hereon of a proper receipt under the Society's seal
- (B) This Deed shall be a security not only for the moneys aforesaid but for all other moneys now or hereafter during this security due from the Mortgagor to the Society on any account
- (C) If the Mortgagor makes default for two calendar months in payment of any money payable by him to the Society or in the performance of any of his obligations hereunder then the whole of the money hereby secured shall forthwith become payable
- (D) The rules of the Society for the time being shall be deemed to be incorporated herein and shall apply hereto except so far as the same are hereby expressly modified
- (E) The powers conferred on mortgagees by Section 101 of the Law of Property Act 1925 may be exercised by the Society immediately or at any time after default by the Mortgagor without notice to him
- (F) Section 93 of the Law of Property Act 1925 and Section 99 thereof (so far as it applies to leases by a mortgagor) shall not apply to this security
- (G) The Mortgagor hereby attorns tenant from year to year to the Society in respect of such parts of the said premises as now are or shall at any time during the continuance of this security be in the occupation of the Mortgagor at the yearly rent of one peppercorn if demanded PROVIDED that the Society may at any time without giving any previous notice in that behalf determine the said tenancy and enter upon and take possession of the said premises And the said tenancy shall not render the Society liable to account to any person as mortgagee in possession

H 14/11

(H) All moneys received by the Society or by any receiver appointed by the Society under its statutory powers shall (subject to the statutory provisions) be applied in discharge of all expenses in relation to the receipt thereof and the exercise of any of the Society's powers in relation to this security and in the next place in satisfaction of all moneys hereby secured and the surplus (if any) shall be paid to the Mortgagor or as he shall direct.

3. PROVIDED FURTHER and the said advance is made upon condition that the Society may from time to time by notice in writing to the Mortgagor increase the rate of interest payable hereunder subject as follows:—

(1) The rate of interest as so increased (hereinafter called "the increased rate") shall not exceed the rate which at the date of the notice is being charged or is about to be charged by the Society on new mortgages which in the opinion of the Board of Directors for the time being of the Society are of the same type as this Mortgage

(2) The increased rate shall take effect from the end of three months after the date of the service of the notice of intention to increase the rate

(3) The Mortgagor may at any time before the end of the said period of three months redeem this security under Rule 61 of the rules of the Society without giving the notice therein referred to upon paying the sum per share shown ~~to be payable upon the date of payment for the purpose of redemption by the printed table of the Society applicable to such mortgage together with the full amount which shall be then due from him to the Society for subscriptions fines~~ outstanding interest and other payments

(4) The provisions and covenants herein contained relating to interest payable hereunder shall as from the expiration of the said period of three months (unless this security shall have been redeemed in the meantime) apply and have effect with reference to the increased rate

(5) The monthly subscription of the Mortgagor shall not be increased by any increase in the rate of interest but the period for which payment of subscription is to be made shall be extended as may be necessary to provide for payment of the increased rate

(6) The decision of the said Board of Directors as to what is the rate of interest being charged or about to be charged on new mortgages of the same type as this mortgage shall be final and binding.

4. PROVIDED ALWAYS that if in connection with this mortgage a guarantee is taken as additional security in pursuance of a continuing arrangement within the meaning of Section 6 of the Building Societies Act 1939, then all principal money and interest hereby secured and not previously paid to the Society shall be paid by the Mortgagor to the Society at or before the end of twenty years from the date hereof.

5. PROVIDED NEVERTHELESS and it is hereby further agreed that without prejudice to any other right or remedy of the Society the Society may at any time by notice in writing require the Mortgagor to repay to the Society all moneys hereby secured and upon the expiration of six months from the service of such notice all moneys hereby secured including interest to the date of repayment shall become due and payable to the Society and the Mortgagor shall pay the same accordingly.

6. THE Mortgagor hereby _____ covenants with the Society as follows:—

(A) To pay to the Society all moneys hereby secured at the times and in the manner aforesaid

(B) To keep the said premises and all buildings and structures thereon in good and substantial repair and condition

(C) To keep all buildings and structures on or forming part of the said premises insured against loss or damage by fire and such other risks as the Directors may from time to time determine in some public insurance office to be approved by the Society through the agency of the Society in the sum of One thousand five hundred _____ pounds at least and upon demand to deliver

to the Society the policy of such insurance and the receipt for every premium payable in respect thereof and if the Mortgagor shall make default herein then the Society may insure the said buildings in any sum not exceeding in the whole

One thousand five hundred _____ pounds PROVIDED ALWAYS and it is hereby agreed and declared that the Mortgagor shall not without the consent of the Society effect any additional insurance on the said hereditaments and other buildings for the time being comprised in this security against loss or damage by fire either in the County Fire Office or any other insurance

office and either in his own name or jointly with any other person and shall hold all moneys received under any additional insurance effected by him in trust for the Society to be paid to it and to be applied by it either in reinstatement of the mortgaged property or in repayment of the mortgage money as the Society may determine

(D) At all times during the continuance of this security to observe perform and be bound by the rules of the Society for the time being

(E) (i) That the Mortgagor will not (A) submit any proposals to any local planning or other local or highway or development authority for the development or use of the premises hereby charged or any part thereof and will not make or permit or suffer to be made any alteration of or addition to the said premises or make or permit or suffer to be made any change in the use thereof or do or permit or suffer any other act or thing which would or might be a development within the meaning of the Town and Country Planning Act 1947, or any statutory modification or re-enactment thereof (hereinafter referred to as "the said Act") or which might submit the said premises or the owner or mortgagee thereof to any burden obligation or liability under the said Act without the previous consent in writing of the Society; (B) make any agreement with the local planning or other local or highway or development authority as to the development or use of the said premises or make any claim for compensation or depreciation in value under the said Act without the previous approval in writing of the Society

(ii) That any money paid or payable as compensation or for depreciation in value under the said Act whether in cash or securities shall be deemed to be assigned to the Society and shall be receivable by the Society from the authority or body paying the same and the amount of proceeds thereof shall be applied in diminution of the amount for the time being owing upon the security of these presents And that the Society shall be entitled to sell or realise any securities received under the provisions of the said Act

(iii) That if any notice or order is served upon or received by the Mortgagor under the said Act the Mortgagor shall forthwith hand the same to the Society and shall take such steps and proceedings and do such things with regard thereto as the Society shall require to be taken or done.

IN WITNESS whereof the Mortgagor
has hereunto set his hand and seal and the Society has caused its Common Seal
to be hereunto affixed the day and year first above written.

THE SCHEDULE above referred to.

ALL THAT piece or parcel of land situate in the Parish of Kings Langley in the County of Hertford and having a frontage to a Road called Green Lane or Rectory Lane of twenty-six feet four inches or thereabouts and a uniform depth of One hundred and thirteen feet six inches or thereabouts which said piece of land is for the purpose of identification only and not further or otherwise more particularly delineated on the plan drawn on a Conveyance dated the eighteenth day of October One thousand nine hundred and thirty-nine and made between Maurice Winnaird John Boyd Lionel Turvey Edward Herbert Macmillan John Wilson Jesse Blackwell and Leonard Homans of the first part George Bullock of the second part Harry Lunness and Lee Hardearn Schofield of the third part and the Mortgagor of the fourth part and thereon coloured pink TOGETHER with the dwellinghouse erected thereon or on some part thereof and known as "Rylands" Rectory Lane Kings Langley aforesaid TOGETHER ALSO with the right for the Society and their successors in title (in common with others entitled to a like right) at all times and for all purposes with or without horses carts motor cars and other vehicles over the strip of land eight feet six inches in width at the rear of the property hereby demised and coloured brown on the said plan the Mortgagor paying a fair and just proportion of the cost of keeping the same in good repair and condition AND TOGETHER with a right of

way for the Society (in common with the said George Bullock and all others entitled to the like right) at all times and for all purposes with or without horses carts motor cars and other vehicles over the strip of land coloured green on the plan on the said Conveyance of the eighteenth day of October One thousand nine hundred and thirty-nine SUBJECT to the right of the parties of the first part in the said Conveyance of the eighteenth day of October One thousand nine hundred and thirty-nine and their predecessors in title such right of light or air as would restrict or interfere with the free use of any adjoining or neighbouring land for building or other purposes.

SIGNED SEALED and DELIVERED by
 the said JOHN CHARLES RYE in
 the presence of:-

J. C. Rye
J. C. Rye

Witness
Adm. Sec.
Receiver

L. Dock
& Rock Eff.
Housewife

