

E G Banchero

10A Elizabeth Mews London NW3 4TL

Tel: [REDACTED] e-mail [REDACTED]

26th April 2017

Recorded Delivery

Tessa Craig
Regeneration and Planning Development Management
London Borough of Camden
Town Hall Judd Street
London WC1H 9JE

& via email to tessa.craig@camden.gov.uk

Dear Ms Craig

Re 2017/0757/P 11 Elizabeth Mews

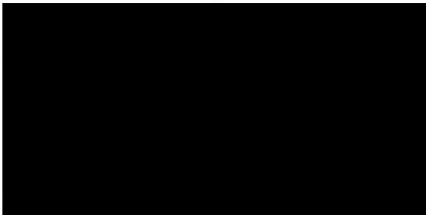
Further to my letter on 26 March I notice the applicants have withdrawn a request to render sand&cement the brickwork of their house, however, this is far from solving the problem of their new proposed and **sole** large door into the courtyard.

The courtyard is a separate private piece of land; a third of each held by the 3 houses adjoining it: **11, 11A & 11B**. I attach a copy of Land Registry entry **NGL363455**. As you can see under 2 (b) only **11A** and **11B** have a right of pedestrian access, whilst under 2(a) **11B** has the additional right of vehicular access.

No such a right was reserved for **No 11** which at the time the document was drafted had access, (and continues to have), only via a door from the Mews frontage.

11 has for many years tried to obtain such an access [see attached copy letter from previous owner dated 11/12/200], admittedly recently I did agree to them opening a narrow side door, at the time described to me as facilitating the entrance for furniture storage to their garage, at a some distance from the entrance to the garage of No 11B and with no entrance step!, but in so doing I did not agree to any additional general rights of sole access to the property via the courtyard which is not granted by the L.R. Entry.

A French couple is currently renting no 11B, and whilst they do not have a car future tenants may indeed have one. I do not know how far Planning can take cognisance of private rights; but were permission granted for a sole side entrance door from the courtyard, even if further away from the up-and-over garage door of no 11B a situation would be created whereby a car could block this sole means of exit from No 11, which you will agree would be unacceptable no matter how short the time the car parked there might be.



TO Gian Banchero ORIGINAL LAND REGISTRY CERTIFICATE

HML Land Registry



Title Number : NGL363455

Edition Date : 20 September 2000

NOW LOCKED IN SOLICITORS
OF DRETTON VIE SHIU FOR
SAFETY

182
9/1/01

A: Property Register

containing the description of the registered land and the estate comprised in the Title.

CAMDEN

1. (15 May 1953) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Courtyard adjoining 11 Elizabeth Mews, Hampstead.

B: Proprietorship Register

stating nature of the title, name and address of the proprietor of the land and any entries affecting the right of disposal

Title Absolute

1. (20 September 2000) PROPRIETOR: JEAN MARGARET PINK of 'Rixons', Horsted Keynes, Sussex RH17 7DP and EMILIO GIANNI BANCHERO of 10b Elizabeth Mews, London NW3 and DR MAN FAI SHIU and LEN LEN SHIU of 39 Dyott Road, Moseley, Birmingham B13 9QZ.
2. (20 September 2000) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

C: Charges Register

containing charges, incumbrances etc. adversely affecting the land

1. A Transfer of the land in this title and other land dated 2 September 1970 made between (1) Ian Peter Phillips Liquidator of Derek Phillips Properties Limited and (2) Crispin Boyle and others contains the following covenants:-

THE Purchasers hereby mutually covenant for themselves and their respective successors as follows:-

to use the property hereby transferred for the usual purpose of a garden only

not to bring or allow to be brought onto

Title Number : NGL363455

C: Charges Register continued

the said property anything which may be a nuisance or annoyance or interfere with the quiet enjoyment of the property hereby transferred as a garden and in particular not to park motor vehicles thereon

(c) to contribute equally to the costs of maintaining the property hereby transferred in a neat and tidy condition and of planting the flower beds.

2. The land is subject to the following rights reserved by the Transfer dated 2 September 1970 referred to above:-

IT is hereby agreed and declared that there shall be excepted and reserved the following rights:-

(a) unto the owners and occupiers for the time being of number 11b Elizabeth Mews aforesaid and all persons duly authorised by him or them the right to pass and repass at all times with or without motor vehicles over and along the pathway leading to the garage belonging to the said premises known as 11b Elizabeth Mews.

(b) unto the owners and occupiers for the time being respectively of number 11a and 11b Elizabeth Mews and all persons authorised by them respectively the right to pass and repass at all times and for all purposes on foot over and along the pathways leading to the entrances to the said premises known as 11a and 11b Elizabeth Mews.

3. The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 25 March 1953 made between (1) The Church Commissioners for England and (2) Badgerhall Property Company Limited:-

"EXCEPT AND RESERVING unto the Commissioners and their successors:-

(a) Full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon."

(b) The free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser.

NGL 363455

H.M. LAND REGISTRY

END OF REGISTER

NOTE A: A date at the beginning of an entry is the date on which the entry was made in the Register.
NOTE B: This is a copy of the register as at 20 September 2000.

The entry was made in the Register.

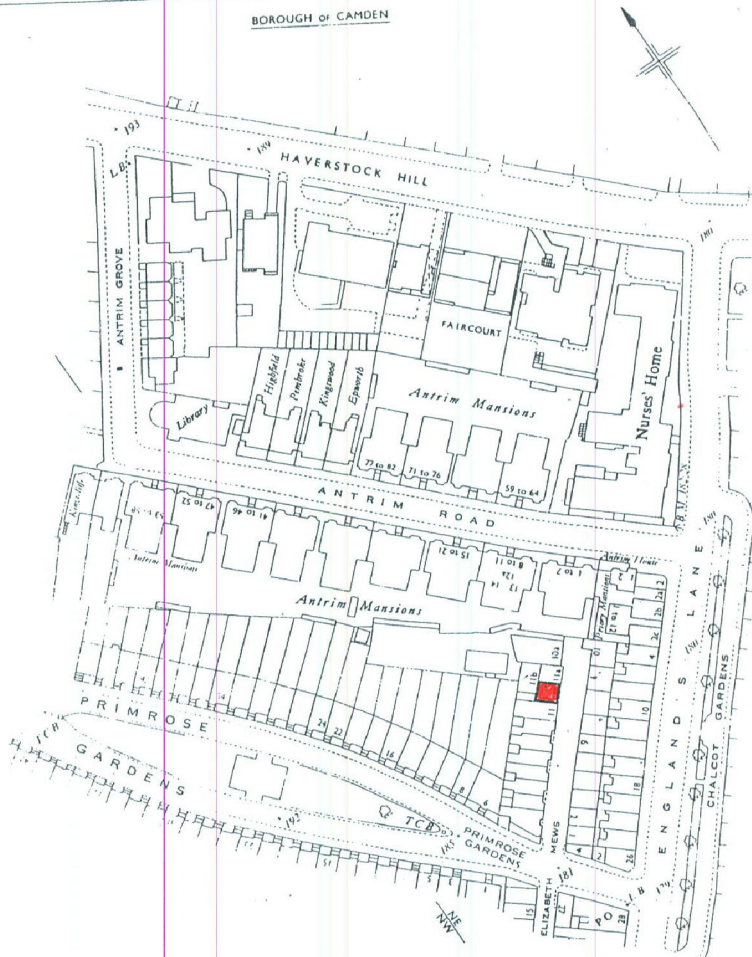
...ing the consent of or
...the owner or owners
...said land to deal in any
...to the Commissioners
...to erect and maintain or
...ing opposite or
...thereover whether such
...the light or air which
...owed for or in respect of
...thereon."

...ed by a conveyance of
...on 1953 made between
...Barnetshall property
...their successors:-

...ing respectively of
...authorised by them
...times and for all
...ing to the entrances to
...Mews.

...ed by number 11b
...orised by him or them
...without motor vehicles
...belonging to the said
...be accepted and

H.M. LAND REGISTRY		TITLE NUMBER	
		NGL363455	
ORDNANCE SURVEY	COUNTY	SHEET	NATIONAL GRID
PLAN REFERENCE	GREATER LONDON		TQ 2784
Scale: 1/1250			SECTION O
			© Crown Copyright 1971 Old Reference LN VI 10 H PR



AS THE LICENSEES ADVISED DIRECTOR GENERAL OF SURVEY



11 December, 2000

Rixons
Lewes Road
Horsted Keynes, Sussex
RH17 7DP

Mrs. Len Len Shiu
Dr. Man Fai Shiu
39 Dyott Road
Moseley
Birmingham B13 9QZ

Re: Gate Proposal & Courtyard Access Via Doorway

Dear Dr. and Mrs. Shui:

Thank you for your response to our letter regarding the gate proposal.

When my family bought our house in 1979 from Mr. & Mrs. Cina, the use of the courtyard facing our house was uppermost in our mind. We knew that Mr. Gomez da Costa at 11a had a right of way over it as this appeared in the Title Deeds to the yard. We also knew that Mr. Boyle who then owned your house had no such right. However for historical reasons, he retained a 1/3 ownership of the yard.

This was essential because when our house was converted it was necessary to ensure that our car could get in and out and a door in the blank wall of your house would have been inconsistent with this. If Mr. Boyle were still in your house we would certainly strongly object to him opening such a door as it would be contrary to our original agreement and the reason why we bought our house.

Therefore there is nothing personal in our objection to your plans for a door into the yard as we would have vehemently objected to any subsequent owner who had bought the house from Mr. Boyle and will continue to do so in the future.

I sincerely hope you will understand our concern. We would like to continue to be good neighbours while respecting each other's rights, especially when these may affect the value of our houses.

Sincerely,

Geoffrey and Jean Pink

Cc: EG Banchemo