

**OFFICER REPORT TO LOCAL COMMITTEE  
(SURREY HEATH)**

**APPLICATION FOR A MAP MODIFICATION ORDER TO ADD A  
FOOTPATH TO THE DEFINITIVE MAP AND STATEMENT FOR  
SURREY FROM THE HIGHWAY VERGE ON FORD ROAD TO  
FOOTPATH NO. 45 (CHOBHAM)**

**30 June 2011**

**ANNEX 2**

**Letter from Mr Money to Mr Curwen dated 14 March 2000**

**Licence dated 2 June 1982**

**Deed of Grant dated 14 February 1979**

BLANK SHEET

B

ET

B

ET

B

ET

Our Ref. EM/cmw

James Curwen, esq.,  
Deep Ford Cottage  
Ford Road  
CHOBHAM  
Surrey

14 March 2000

Dear James,

The Buckstone Estate

You will recall our recent telephone conversation about your tenant's car being parked permanently on the area of land subject to our 2<sup>nd</sup> June 1982 Licence Agreement. In the Licence it is quite clear that only vehicles belonging to you and your family and their visitors are permitted to park there. I do not believe and you have conceded that a tenant or lodger falls within this definition. You gave me your personal assurance that your tenant's own car would be moved immediately to your own land but that the tenant would be free to use the licensed land for occasional parking of his "company" car.

Seemingly your assurance to me has not been fulfilled at least on the two recent occasions when I looked. In the circumstances I have no alternative but to remind you of the clear and specific obligations you undertook in the Licence Agreement and my right to terminate it without further notice in the event of a breach. I had hoped the need to write this letter would never arise and I am disappointed. Please understand that I must and will maintain my property rights over this land which has been the focus of so much aggravation in the past. I believed we had reached a sensible and amicable settlement of this problem and I urge you to consider your position.

Yours sincerely,

**BLANK SHEET**

**BI**

**T**

**BI**

**T**

**BI**

**T**

THIS LICENCE is made the 2<sup>nd</sup> day of June 1982  
BETWEEN James Edward de Bourbel Money of Biddles Farm  
Chobham Surrey (hereinafter called "the Licensor") of the  
one part and James Gilbert Curwen and Agnes Coral Curwen his  
wife of Deep Ford Cottage Chobham Surrey (hereinafter called  
"the Licensees") of the other part

WITNESSETH as follows:

1. The Licensor hereby grants to the Licensees licence to park private vehicles on the land (hereinafter called "the Land") shown coloured pink on the plan annexed to a Deed (hereinafter called the "said Deed") made the 14th day of February 1979 BETWEEN among others the Licensor and the Licensees a copy of which is deemed to be annexed hereto and made a part hereof.
2. The Licensees hereby covenant with the Licensor as follows:
  - a) not to use the Land for any purpose other than for the parking of private motor vehicles and one horse trailer belonging to the Licensees members of their family and their visitors apart from those purposes stipulated by the said Deed
  - b) not to do or suffer to be done on the Land anything which may be or become a nuisance or annoyance or cause inconvenience to the Licensor
  - c) not to permit any works of repair or service or maintenance to be carried out to any motor vehicle whilst parked on the Land

- d) not to do or permit or suffer any act matter or thing in or upon the Land or the access way from the public highway which may render any increased or extra premium to be payable for the insurance of the Land or any adjoining or adjacent properties of the Licensor or which may make void or voidable any policy for such insurance
- e) not at any time to obstruct or cause to be obstructed the access way to the Land and not to park or permit to be parked any motor vehicle of the Licensees its servants or agents or visitors in such a position as to prevent the free movement of motor vehicles belonging to the Licensor his servants or agents
- f) not in any way whatsoever to damage or obstruct the approaches to the Land or any part thereof and will indemnify and keep indemnified the Licensor against all claims costs expenses and damages whatsoever in relation to any damage or injury whatsoever caused by the Licensees or members of their family or visitors or any person or property whether of the Licensor or of any other person by its or their use of the Land hereunder
- g) not to use the Land for any purpose which constitutes a "business" within the meaning of Part II of the Landlord & Tenant Act 1954
- h) not to use the Land for the storage of any materials or things whatsoever
- i) not to bury or dump in or on the Land any rubbish or vehicles or parts of vehicles or any other articles or thing whether of the same or similar nature to the foregoing.

3. This Licence is personal to the Licensees and the Licensees will not assign underlet or otherwise part with possession of the rights and benefits granted by this Licence or any part thereof.
4. This Licence shall be deemed to have taken effect as from the 14th day of February 1979 to have continued thereafter until the date hereof and shall continue evergreen unless or until terminated by the Licensor without cause at any time hereafter by one week's notice to the Licensees or either of them whereupon this Licence shall cease and determine with immediate effect. Provided that this Licence shall be deemed to be terminated by operation of law on the 1st day of January 1987 or in the event that the Licensees or either of them shall cease to own the said Deep Ford Cottage whichever shall last occur.
5. The Licensor shall be entitled to determine this Licence immediately and without notice in the event of any breach by the Licensees of any of the terms herein contained.
6. In consideration hereof the Licensees shall pay the Licensor one peppercorn per annum so long as this Licence shall be in force.

IN WITNESS whereof the hands of the parties the day and year first before written

SIGNED BY JAMES GILBERT CURWEN

*James Curwen*

SIGNED BY AGNES CORAL CURWEN

*Agnes Curwen*

SIGNED BY THE LICENSOR

*V. E. de B. Mowbray*

**BLANK SHEET**

LANE

LANE

LANE





50p  
BA  
15  
2

THIS DEED is made the 14<sup>th</sup> day of February 1978  
BETWEEN JOHN KYRLE MONEY of 18 Pembroke Gardens  
Close London W8 GEORGE GRAHAM ERNLE MONEY of Hippo Pools  
Munstead View Road Bramley Surrey and JAMES EDWARD DE  
BOURBEL MONEY of Biddles Farm Windlesham Road Chobham  
Surrey (hereinafter together called "the Moneys") of the  
one part and JAMES GILBERT CURWEN and AGNES CORAL PELHAM  
CURWEN his wife of Deep Ford Cottage Ford Road Chobham  
Surrey (hereinafter called "the Curwens") of the other  
part

WHEREAS

- A. The Moneys own as tenants in common in possession  
free from incumbrances lands situate at Chobham  
in the County of Surrey known as the Buckstone  
Estate of which the land delineated by the lines  
drawn between the points A B and C and shown  
coloured pink on the plan annexed hereto forms  
part (hereinafter called "the pink land")
- B. The Curwens own a house situate at Chobham aforesaid  
known as Deep Ford Cottage together with land  
adjacent thereto delineated and shown coloured  
blue and green on the said plan (hereinafter  
called "the blue land and the green land")

544-2096

16

C. The Curwens desire access to and from the blue land and the green land across the pink land through an entrance into the pink land from the public highway known as Ford Road such entrance being at point A on the said plan

D. The Moneys are willing to grant to the Curwens a right of way across the pink land to provide such access on the terms and conditions contained herein

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. THE Moneys hereby grant to the Curwens both jointly and individually so long as they or either of them shall own Deep Ford Cottage aforesaid the right to use the pink land for the purpose of access with or without vehicles and animals and for the grazing solely of domestic animals and the same right to any one or more of the Curwens' children until 1st January 1987 should Deep Ford Cottage have previously passed to any such child or children by inheritance on the death of either of the Curwens or during their lifetime by way of gift

2. THE foregoing rights shall be non-assignable



50p  
9  
BN  
15  
2

T H I S D E E D is made the 14<sup>th</sup> day of February 1979  
B E T W E E N JOHN KYRLE MONEY of 18 Pembroke Gardens  
Close London W8 GEORGE GRAHAM ERNLE MONEY of Hippo Pools  
Munstead View Road Bramley Surrey and JAMES EDWARD DE  
BOURBEL MONEY of Biddles Farm Windlesham Road Chobham  
Surrey (hereinafter together called "the Moneys") of the  
one part and JAMES GILBERT CURWEN and AGNES CORAL PELHAM  
CURWEN his wife of Deep Ford Cottage Ford Road Chobham  
Surrey (hereinafter called "the Curwens") of the other  
part

W H E R E A S

- A. The Moneys own as tenants in common in possession free from incumbrances lands situate at Chobham in the County of Surrey known as the Buckstone Estate of which the land delineated by the lines drawn between the points A B and C and shown coloured pink on the plan annexed hereto forms part (hereinafter called "the pink land")
- B. The Curwens own a house situate at Chobham aforesaid known as Deep Ford Cottage together with land adjacent thereto delineated and shown coloured blue and green on the said plan (hereinafter called "the blue land and the green land")

Swanwick

C. The Curwens desire access to and from the blue land and the green land across the pink land through an entrance into the pink land from the public highway known as Ford Road such entrance being at point A on the said plan

D. The Moneys are willing to grant to the Curwens a right of way across the pink land to provide such access on the terms and conditions contained herein

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. THE Moneys hereby grant to the Curwens both jointly and individually so long as they or either of them shall own Deep Ford Cottage aforesaid the right to use the pink land for the purpose of access with or without vehicles and animals and for the grazing solely of domestic animals and the same right to any one or more of the Curwens' children until 1st January 1987 should Deep Ford Cottage have previously passed to any such child or children by inheritance on the death of either of the Curwens or during their lifetime by way of gift

2. THE foregoing rights shall be non-assignable

3

and personal to the Curwens and their children as the case may be and shall terminate immediately on any sale of Deep Ford Cottage any purported assignment being null and void

3. IN consideration of the rights granted hereunder the Curwens shall erect and maintain a stockproof fence between the points A and B on the said plan with a kissing gate and field gate located as shown on the said plan provided that the obligation to maintain the fence the kissing gate and the field gate shall cease on the discontinuance of this Agreement

4. IN the event that either Deep Ford Cottage shall be sold or the Curwens' children or any of them take the benefit of this Agreement under Clause 1 hereof and retain ownership of Deep Ford Cottage after 1st January 1987 the following provisions shall apply:-

(a) The Moneys shall by Deed grant to the purchaser or the Curwen's children or child as the case may be a right of way over a strip of the pink land between the points B and C on the said plan such strip of land being 12 feet wide and hatched on the said plan

*Proprietor*  
*blue*

- (b) The right of way shall be permanent at all times and for all purposes with or without vehicles or animals and shall connect up with a new access drive to be constructed over the blue land as illustrated on the said plan
- (c) Such grant shall be effected without monetary consideration provided that the Curwens or their children shall be liable for the normal legal expenses of preparing and completing the Deed of Grant and further provided that the Curwens or their children shall erect a stockproof fence between the points X and Y on the said plan with a stile to be erected at the point the public right of way crosses the said strip of land
- (d) In the event that these provisions take effect due to a sale of Deep Ford Cottage or on a sale of Deep Ford Cottage by the Curwen's children the Curwens hereby undertake for themselves and their children that any purchaser of Deep Ford Cottage shall agree as a condition of the contract of sale to accept liability for the future maintenance of the new fence and stile

to the intent that such liability shall be thenceforth a burden on the proprietor for the time being of Deep Ford Cottage

5. FOR the avoidance of doubt it is understood and agreed by the parties hereto that the rights of grazing referred to in Clause 1 hereof shall be deemed gratuitous and shall not give rise to any rights whatsoever under Common Law or under any legislation present or future relating to agricultural holdings
6. THIS Agreement shall be binding on the assignees and successors in title of the Moneys or any of them in respect of the pink land

IN WITNESS WHEREOF the parties hereto have duly executed this deed the day and year first above written

Signed Sealed and Delivered  
by the said JOHN KYRLE MONEY  
in the presence of:-

*A.H. Vint*

12 LOCKWOOD ROAD, ILFORD, ESSEX

Signed Sealed and Delivered  
by the said GEORGE GRAHAM  
ERNLE MONEY in the presence  
of:-

*G.M. Becher*  
87, STATION ROAD  
CHEATSEY, SURREY.

Signed Sealed and Delivered  
by the said JAMES EDWARD DE  
BOURBEL MONEY in the  
presence of:-

*James Edward De Bourbel*

67 Waldemar Avenue  
London SW2

) *[Signature]* )  
) *[Signature]* )  
) *[Signature]* )

Signed Sealed and Delivered )  
by the said JAMES GILBERT )  
CURWEN in the presence of:- )

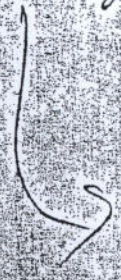
*James Gilbert*

*Witness sign*

*address Elizabeth J. Birmingham*  
*description -*

Signed Sealed and Delivered )  
by the said AGNES CORAL )  
PELHAM CURWEN in the )  
presence of:- )

*Agnes Coral*

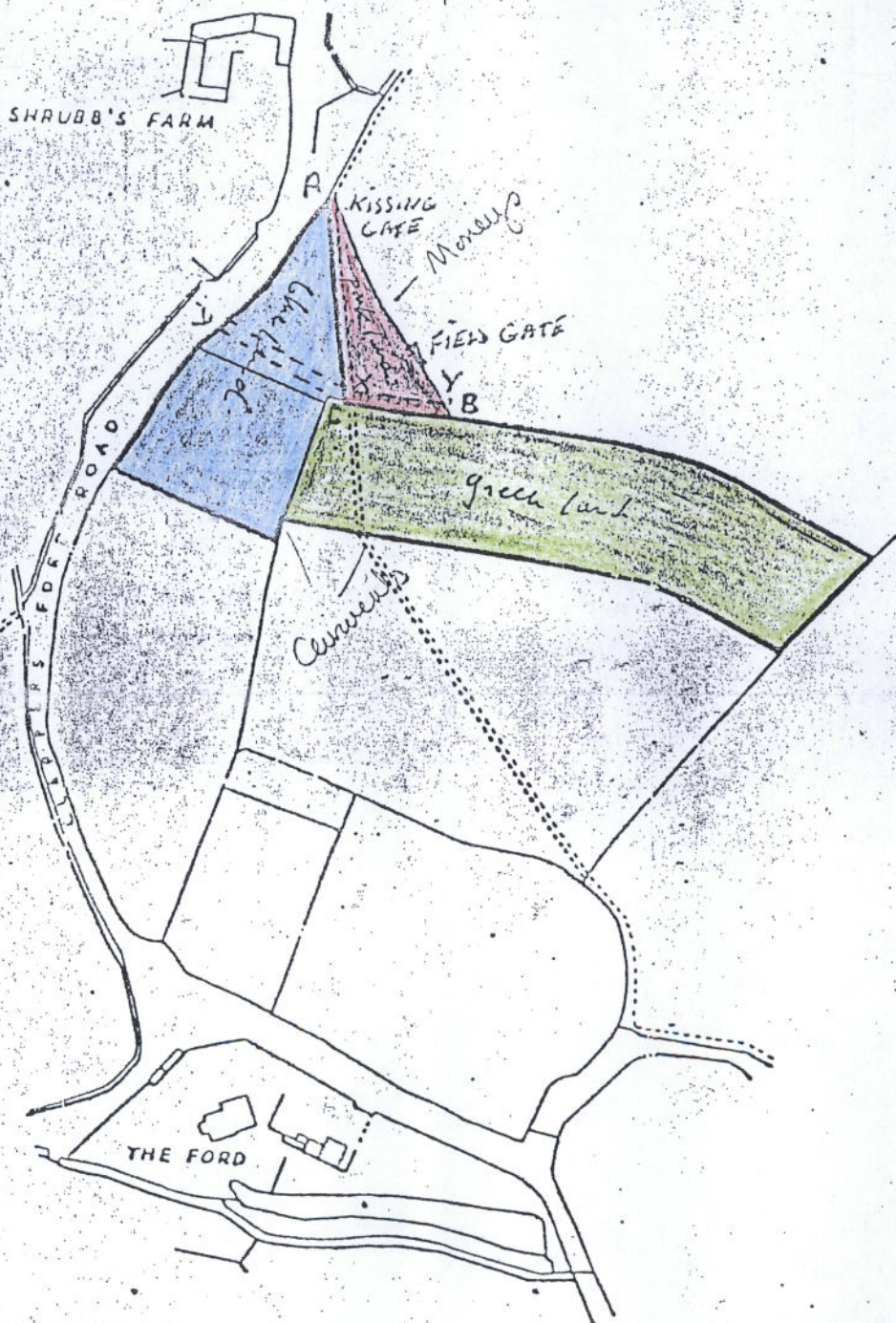


*Elizabeth J. Birmingham*  
*45 Westcombe Park Rd*  
*London S.E.3.*



# H. M. LAND REGISTRY

Scale 1/2500

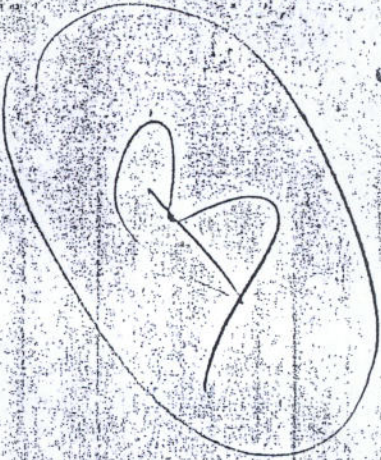


Point A to point B	-	286 feet
Point B to point C	-	117 feet
Point C to point A	-	226 feet

DATED

14<sup>th</sup> Feb

1975



J. K. Money Esq  
G. G. E. Money Esq  
J. E. de B. Money Esq

and

J. G. Curwen Esq and Mrs.  
A. C. P. Curwen

---

DEED

The Buckstone Estate  
and  
Deep Ford Cottage

---