

FULCHERS

S O L I C I T O R S



15 COVE ROAD, COVE, FARNBOROUGH, HAMPSHIRE GU14 0EH
DX. 59565 FARNBOROUGH

For the attention of Kerryann Ashton
Licensing Officer
Buckinghamshire Council
The Gateway
Gatehouse Road
Aylesbury
Buckinghamshire HP19 8FF

TEL: (01252) 522475
FAX: (01252) 522523
E-mail: info@fulchers-solicitors.co.uk
Website: www.fulchers-solicitors.co.uk

Our Ref: KI/a/INTERGUIDE/I083-9

25th October 2023

Dear Sirs/Madam,

Application for Review of a Premises Licence – New Bury Park Events, Mill Road, Slapton, LU7 9BT

We are instructed by the Licence holder to object to the application for review of the Licence relating to the Bury Farm Equestrian Centre made by Emma Griffin on behalf of Buffalo Lodge Retreat Ltd dated 22nd September 2023.

This application is an abuse of process and is made in circumstances where Emma Griffin seeks through the licencing system, at no cost to herself, a remedy which she has failed to secure through Court action, and which is made in the following circumstances: -

1. As the current owner of Buffalo House and recent former owner of the access way shared by Buffalo House and New Bury Farm, she sought to extort £1,300,000 from our client for the benefit of the rights of way over the shared access, or alternatively £2,200,000 for our client to purchase Buffalo House including the right of way (a value far in excess of its worth).
2. Threatened with legal proceedings by our client, Emma Griffin appears to have sold the shared access way to a company of which she is the sole director, and we believe sole shareholder, for £8000. This appears to be an attempt to avoid liability for any costs award made in those proceedings against her as it seems that Buffalo Lodge Retreat Ltd has no or no substantial assets. One might question why any company would wish to pay £8000 for an access way which must be always kept clear and unobstructed and for which the company will incur liability as an owner, including liability for maintenance and for damages for personal injury from any person injured as a result of the lack of maintenance.
3. New Bury Farm was sold to our clients by the former owner Nicholas Griffin (before he was married to Emma Griffin), and the plan attached to the transfer which showed edged red the land being sold to our client included the access way, and was annotated to show who had rights of way over different sections of it and who was responsible for its maintenance.

Since completion of the transfer of this land to our clients on 24th February 2006 the access way has been used by our clients and maintained by them at their sole cost.

4. While it is true that the Land Registry have failed to include the access way in our client's title, and that it is now included in the title passed from Emma Griffin to Buffalo Lodge Ltd such that Buffalo Lodge Retreat Ltd is now the registered proprietor of the access way, our client claims the right to have the register rectified to reflect what was sold to our client by Mr Nick Griffin. Alternatively, our clients claim full vehicular and pedestrian rights over the access way, and for those rights to be included in the register at the Land Registry to reflect the common intention of the parties at the time of the sale to our client on the basis that the right of way was in existence and continuous and apparent as referred to in Wheeldon -v- Burrows, or alternatively our clients rely on s62(2) of the Law of Property Act 1925 which provides as follows:-

“A conveyance of land, having houses or other buildings thereon, shall be deemed to include and shall by virtue of this Act operate to convey, with the land, houses, or other buildings, all outhouses, erections, fixtures, cellars, areas, courts, courtyards, cisterns, sewers, gutters, drains, ways, passages, lights, watercourses, liberties, privileges, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, houses, or other buildings conveyed, or any of them, or any part thereof, or, at the time of conveyance, demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land, houses, or other buildings conveyed, or any of them, or any part thereof.”

5. In Mrs Griffin's exceedingly lengthy and repetitive submissions, she complains variously of the following matters: -
 1. Alleged trespass over the access way leading to her property and our client's property. There can be no trespass. Our clients claim ownership which will be the subject of litigation, but even if unsuccessful, our client has full rights of way over the land and there is no trespass.
 2. That access to an event was rerouted at the last minute. This did occur and was done in conjunction with Police in the particular circumstances relevant on the day and with no opportunity for consultation.
 3. Loss of residential amenity by reason of noise from traffic, the volume of that traffic, and associated allegations related to public safety and prevention of nuisance. Our clients have full rights of way over the access way and are not restricted in relation to the volume or type of traffic. We are not aware of any complaints to the Police, Environmental Health, or others from any person other than Emma Griffin, and are not aware of any intervention by either Police, Environmental Health, or others as a result of the behaviour of persons using the access way.
 4. Damage to her conifer trees. These trees had been regularly trimmed by our clients as part of the maintenance of the right of way to which they are entitled.
 5. Irregularities on the licence application form relating to two issues: -
 - a) access, and

b) whether there was a failure to refer to houses within a quarter of the mile of the event.

There is nothing in either of these complaints. The event organisers enjoy rights of way over the access for all purposes and at all times. The property owned by Emma Griffin even if it is within a quarter of a mile of the event as alleged it is not solely in residential use, it is a commercial property.

We attach the following for your information: -

1. A copy of the transfer to our client from Nick Griffin dated 24th February 2006.
2. A copy of our letter to Messrs Ashtons Solicitors, solicitor for both Emma Griffin and Buffalo Lodge Ltd, dated 11th July 2023 (written at a time when we had not seen the transfer to Buffalo Lodge Retreat Ltd).

We would respectfully suggest that for the purposes of our clients' Premises License, the position is sufficiently clear that our clients have a right of way over the access leading to our clients' premises. Indeed, to suggest otherwise is ludicrous.

We will be pleased to assist further should you require further information from us.

Yours faithfully,


FULCHERS

Enc.

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.*
BM297543

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 excludions, e.g mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

Land and buildings on the northwest side of Mill Road Slapton Leighton Buzzard LU7 9BT as shown edged red on the attached plan

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

5. Date 24/02/2006

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

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.*

Interguide Investment Holding Limited of SPW, Gables House, 239 Regent's Park Road, London, N3 3LF

Allowed on 15/11/06 by [Signature]

Allowed on 15/11/06 by [Signature]

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 may 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.*
As panel 7

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.*

Insert other receipt as appropriate. £1,200,000.00 (One Million Two Hundred Thousand Pounds)

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.*

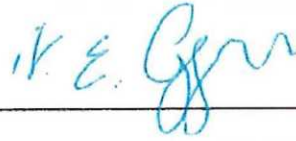
The prescribed subheadings may be added to, amended, repositioned or omitted.

The land edged green is retained by the Seller from this title

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 NICHOLAS EDWARD GRIFFIN in the presence of:

Sign here



N. E. Griffin
SOLICITOR

HILLIERS SOLICITORS
THE OLD VICARAGE
BEDFORD ROAD, KEMPSTON
BEDS MK42 8BQ

Signature of witness

Name (in BLOCK CAPITALS) NICHOLAS EDWARD GRIFFIN

Address

Signed as a deed by INTERGUIDE INVESTMENT HOLDING LIMITED acting by a director and its secretary

Sign here

Director

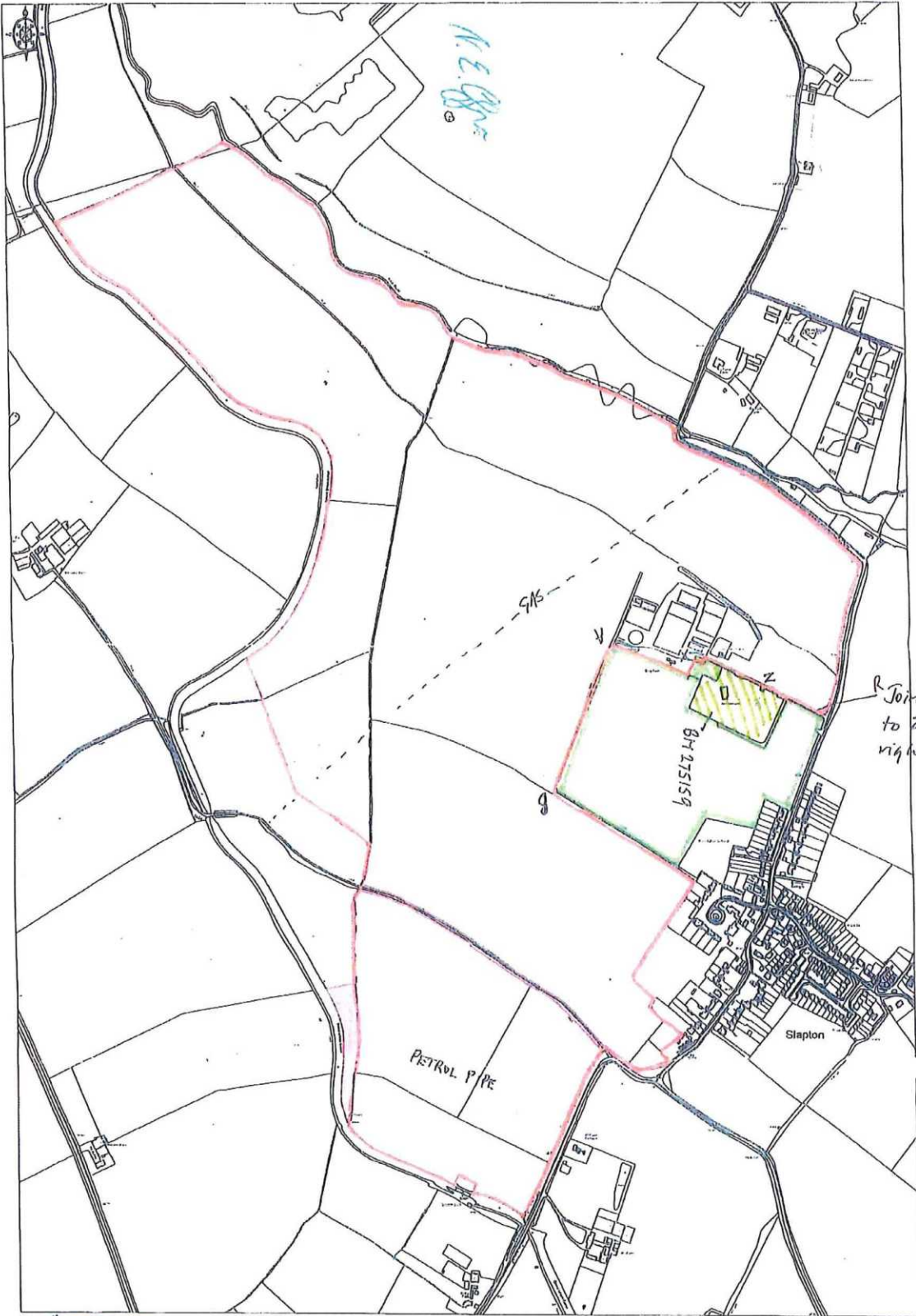
Secretary

BT 275159 (rivers)
The Property - unregistered
Retained Land

The Property to be sold 107.96 Ha (266.76 Acres)
BM 297543

N.E. Gribbin to A Dugard
Bury Farm
Slapton

A-B = Seller to fence within 3 months
R-Z-X = Access road currently in
title BT 275159



Joint maintenance
to Z + full
right of way



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THE PROPERTY PROFESSIONAL

FULCHERS

S O L I C I T O R S

15 COVE ROAD, COVE, FARNBOROUGH, HAMPSHIRE GU14 0EH
DX. 59565 FARNBOROUGH

TEL: (01252) 522475

FAX: (01252) 522523

Email: info@fulchers-solicitors.co.uk

Website: www.fulchers-solicitors.co.uk

Ashtons Legal,
The Long Barn,
Fornham Business Court,
Fornham St. Martin,
Bury St. Edmunds, Suffolk.
IP31 1SL
Sheree.Richardson@ashtonslegal.co.uk;
Kirsteen.Durrant@ashtonslegal.co.uk

Your Ref: SRDR/LGL
Our Ref: KI/sjw/INTERGUIDE/I083-9
11th July, 2023

Dear Sirs,

Your Client: Buffalo Lodge Retreat Limited
Our Client: Interguide Group Limited

Thank you for your email and attached letter dated 20th June.

We are well aware who your client is and we are also aware that your client's Director and shareholder is Emma Griffin for whom you acted and as far as we are aware still do act. We will not repeat what has been said to you in relation to Emma Griffin leaving you to consider your own file.

You are obviously not in possession of a suitably clear plan attached to the Transfer dated 24th February 2006. The Plan in our possession clearly shows the green edging not encroaching onto the Access Road and the red edging covering the entire Access Road with the exception of the passing place and another entrance to the land owned by your client Emma Griffin. The plan also contains a clear endorsement, "joint maintenance to Z and full right of way". Point "Z" appears to be the entrance to the land owned by your client Emma Griffin.

The Access Road is labelled R-Z-X.

The Transfer states that the land edged red is transferred to Interguide Investments Holding Limited and therefore the sensible interpretation is that rights of way were reserved in favour of Emma Griffin over that portion of the Accessway marked Z-R on the basis that it will be jointly maintainable and that she should have full rights of way.

The only error on the TP1 was the omission of the second title number.

If for arguments sake your clients position is correct and that title to the Accessway did not pass to Interguide Investment Holdings Limited then we would suggest that the interpretation of the annotations on the Transfer Plan is that the Accessway R-Z-X was to provide rights of way to both Emma Griffin's land and the land passing to Interguide Investments Holding Limited as otherwise

why would Interguide Investments Holding Limited be responsible for the joint maintenance of the section Z-R and why would Interguide maintain the entire length of the Accessway X-Z-R and the passing place at their expense including doing works to the trees over many years?

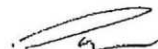
To suggest otherwise is ludicrous.

While you assert that your client is the owner of the land we have seen no evidence of that . We invite you to send a copy of the Transfer dated 12th May 2023 which we assume is in the course of registration.

If the Transfer from your client Emma Griffin to your client Buffalo Lodge Retreat Limited has taken place then both Emma Griffin and your Company client were aware of the claim by our client to title to the Roadway or alternatively to entitlement to rights of way over the roadway and passing place and the Transfer to your Company client must be subject to those rights. If your Company client takes steps to interfere with our clients rights on instructions from Emma Griffin then claims will be made for any damages suffered including claims for the costs of the actions to be paid personally by Emma Griffin. Both the damages and the costs will be significant.

We note that the matter has been reported to the police and we will be interested to know the outcome of their investigation.

Yours faithfully



FULCHERS
Solicitors