

## Commercial Property Standard Enquiries

**CPSE.7 (version 1.1) General short form pre-contract enquiries for all property transactions**

### Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

### Particulars

**Seller:** Rochford Parish Council

**Buyer:**

**Property:** Land adjacent to 124 Stambridge Road, Rochford

**Transaction:**

**Seller's solicitors:** Drysdales Solicitors LLP

**Buyer's solicitors:**

**Date:** 03.02.2017

### Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
  - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "you" mean the Seller and to "we" and "us" mean the Buyer.
  - In replies to the enquiries, references to "you" will be taken to mean the Buyer and to "we" and "us" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members or employees.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

# Practical Law

## CONTENTS

---

### CLAUSE

1.	BOUNDARIES AND EXTENT .....	4
2.	RIGHTS BENEFITTING THE PROPERTY .....	5
3.	ADVERSE RIGHTS AFFECTING THE PROPERTY .....	5
4.	PHYSICAL CONDITION .....	6
5.	CONTENTS .....	7
6.	UTILITIES AND SERVICES .....	7
7.	FIRE SAFETY AND MEANS OF ESCAPE .....	8
8.	PLANNING AND BUILDING REGULATIONS .....	8
9.	STATUTORY AGREEMENTS AND INFRASTRUCTURE .....	10
10.	STATUTORY AND OTHER REQUIREMENTS .....	10
11.	ENVIRONMENTAL .....	11
12.	OCCUPIERS .....	11
13.	INSURANCE .....	12
14.	RATES AND OTHER OUTGOINGS .....	12
15.	NOTICES .....	13
16.	DISPUTES .....	13
17.	SDLT ON ASSIGNMENT OF A LEASE .....	13
18.	DEFERRED PAYMENT OF SDLT .....	14
19.	VAT .....	14
20.	CAPITAL ALLOWANCES .....	15

## ENQUIRIES

### 1. BOUNDARIES AND EXTENT

In this enquiry, "Boundary Features" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

Not to the seller's knowledge but the buyer should rely on their own inspections

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

Not to the seller's knowledge

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

The seller has not maintained any of the boundaries

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

Not to the seller's knowledge but the buyer should rely on their own inspections

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

No

**2. RIGHTS BENEFITING THE PROPERTY**

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

None to the seller's knowledge

- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

The seller has not been made aware to the contrary

- 2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

The seller believes that they have not but they cannot confirm for previous owners

- 2.4 What are the pedestrian and vehicular access routes to and from the Property?

Stambridge Road

- 2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

The seller believes that they have not but they cannot confirm for previous owners

**3. ADVERSE RIGHTS AFFECTING THE PROPERTY**

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

There appears to be a right of way registered in title number EX788885 although the seller does not have any further information other than the documents provided.

There are/have been cars parking on the land which was raised with the owner although they did not provide any evidence of any right to park.

- 3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

The seller does not know as no further information is held

3.3 Are there any overriding interests to which the Property is subject?

Not to the seller's knowledge

3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

Not to the seller's knowledge

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

The seller believes that they have not but they cannot confirm for previous owners

#### 4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

Please rely on your own Surveys

4.2 Is there any Green Deal Plan affecting the Property?

The seller states no

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Not to the seller's knowledge but you should rely on your own Surveys as to its current condition

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

There are no buildings

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

Ditto

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

Ditto

## 5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

None

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Not applicable

## 6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

There is no building

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

Ditto

- 6.3 Does the Property have a communal heating, cooling or hot water system?

Ditto

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

Ditto

6.5 Are any of the electricity meters serving the Property half hourly meters settled on the half hourly market?

Ditto

6.6 Do you pay or contribute to the Carbon Reduction Commitment Energy Efficiency Scheme?

Ditto

## 7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

Ditto

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

Ditto

7.3 Has there been any fire risk recommendation that has not been implemented?

Ditto

## 8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?



Ditto

8.2 Is any building or structure on the Property listed under planning law?

Ditto

8.3 What works have been carried out at the Property during the last 4 years?

Ditto

8.4 What changes of use have taken place at the Property during the last 10 years?

Ditto

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

Open land

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

There is no building

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

Not applicable

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

Please carry out your own searches

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

Please enquire with the Local Authority

**9. STATUTORY AGREEMENTS AND INFRASTRUCTURE**

- 9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

The seller is not aware

- 9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

The seller is not aware

- 9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

Not to the seller's knowledge

**10. STATUTORY AND OTHER REQUIREMENTS**

- 10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

The seller is not aware of any

- 10.2 Do you have a health and safety file for the Property?

There is no building

- 10.3 If the answer to enquiry 10.2 is yes

- (a) Is the file at the Property and available for us to inspect?  
(b) In what form will the file be provided to us upon completion?

Not applicable

- 10.4 Please supply a valid Energy Performance Certificate for the Property.

There is no building

- 10.5 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

Ditto

- 10.6 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

Ditto

## 11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

None held

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

Ditto

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

The seller does not know

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

The seller is not aware

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

The seller is not aware

## 12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

No

12.2 If the Property is vacant, when and why did it become vacant?

Not applicable

**13. INSURANCE**

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

There is no building

13.2 Please give details of any outstanding insurance claims in relation to the Property.

Ditto

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

Ditto

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

Ditto

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

Ditto

**14. RATES AND OTHER OUTGOINGS**

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

Ditto

- 14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

Ditto

- 14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

Ditto

- 14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

Ditto

- 14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

The seller is unaware

## 15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

The seller does not hold any

## 16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

None to the seller's knowledge save for the parking referred to above

## 17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

Not applicable

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Ditto

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

Ditto

**18. DEFERRED PAYMENT OF SDLT**

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

Ditto

**19. VAT**

- 19.1 If you are registered for VAT, please supply your VAT registration number.

25086560846

- 19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

No

- 19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

There is no option to tax

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

Not applicable

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Ditto

## 20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

Not applicable

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Ditto

Mr G Clee  
124 Stambridge Road  
Rochford  
Essex  
SS4 1DP

Our Ref: HS Rochford Parish

Your Ref:

Date: 13 October 2017

By 1st class & special  
(Saturday)

Dear Sir,

**Re: Land Adjacent to 124 Stambridge Road (Western Boundary)**  
**STRICLY URGENT**

We write further in this matter and understand that the fence has now been erected, preventing your access to the above land.

We further understand that you have been extremely threatening to our client and that you have also threatened to cause damage to our client's land by removing the fence.

Threatening behaviour or any act of criminal damage will not be tolerated by our client and they have been advised by us to refer the matter to the Police if they are threatened or if you attempt to damage or remove any of their property. We shall also advise them to pursue a civil claim against you for any loss that they suffer as a result of your acts or omissions. Our client has not carried out any criminal act by erecting a fence on their own property.

We insist that you do not contact our client directly and that any further correspondence, including telephone calls, are made with us directly. We will advise our client to refer any form of harassment to the Police, should your direct contact with them continue.

We repeat our previous comments in that you have not provided us with any evidence that you have a right of way over the land and until such time that you do provide any evidence, and due to the absence of any right in your Deeds, we shall continue to assume that you do not have any rights over the same. If you wish to attempt to negotiate a right of way with our client then you must of course make us aware of this and we will take instructions from our client.

We understand that you are not financially able to obtain legal advice and we would suggest that you speak with your local Citizens Advice Bureau who may be able to assist you.



**Solicitors practising in Southend since 1887**



Partners: A.D. MURRELL LL.M.

M.A. ROBERTSON LL.B.

K. KEEBLE LL.B.

Assistant Solicitor - C.J. BANNISTER

Licensed Conveyancer - E.M. HOLLAND

Consultants - J.A. GRIMES LL.B.

P.N. HENWOOD (Non-Practising)



Yours faithfully,

**DRYSDALES SOLICITORS LLP**

[h.stonham@drysdales.net](mailto:h.stonham@drysdales.net)



**Solicitors practising in Southend since 1887**



Partners: A.D. MURRELL LL.M., M.A. ROBERTSON LL.B., K. KEEBLE LL.B.

Assistant Solicitor - C.J. BANNISTER      Licensed Conveyancer - E.M. HOLLAND      Consultants - J.A. GRIMES LL.B., P.N. HENWOOD (Non-Practising)

Drysdales Solicitors LLP is a limited liability partnership registered in England and Wales (registered number 0C369948) which is regulated and authorised by the Solicitors Regulation Authority. We use the word "partner" to refer to a member of the LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications.  
Service by email is not accepted

3-10-17

Mr. Gary Clee  
124 Stambrook Rd  
Rochford

SS4 1DP

Dear Sir/Madam,

I thank you for your letter of the 20<sup>th</sup>  
September 2017,

I respectfully disagree with the contents  
within the letter,

Regardless of legal title you have provided me  
I am aware that I may have obtained  
an implied right of access, so this will require  
further investigation and continued legal advice.

I will contact you within 28 days,

yours faithfully

G. Clee

Mr G Clee  
124 Stambridge Road  
Rochford  
Essex  
SS4 1DP

Our Ref: HS Rochford Parish

Your Ref:

Date: 20 September 2017

Dear Sir,

**Re: Land Adjacent to 124 Stambridge Road (Western Boundary)**

We thank you for your letter of the 11<sup>th</sup> September 2017.

We note your comments however we respectfully disagree that you have become entitled to claim title to any part of the land under the adverse possession rules. Under these rules, you must have an intention to possess the land and we cannot see evidence of such. Furthermore, our client instructs us that they fenced the land off in 2012 to prevent your access which means that any use by you has not been continuous.

In relation to the parking permit, our client does not have any records of this but if a permit was issued then this would mean that you would be using the land with permission and as such would prevent any adverse possession claim.

You are, by your own admission, using the land without our client's consent and are therefore trespassing on their land. We must instruct you to immediately cease crossing the land and any item, including vehicles, which belong to you must be removed immediately. Our client will be proceeding to block off the land, regardless as to whether any of your items remain situated on there. They will assume, if you do leave any items on the land, that by doing so you intended title to such items to pass to them and they shall dispose of them accordingly.

If you are intending to obtain independent legal advice, which is our suggestion, then we would encourage you to do so swiftly.

Yours faithfully,

**DRYSDALES SOLICITORS LLP**

[h.stonham@drysdales.net](mailto:h.stonham@drysdales.net)



Solicitors practising in Southend since 1887



Partners: A.D. MURRELL LL.M., M.A. ROBERTSON LL.B., K. KEEBLE LL.B.

Assistant Solicitor - C.J. BANNISTER

Licensed Conveyancer - E.M. HOLLAND

Consultants - J.A. GRIMES LL.B.,

P.N. HENWOOD (Non-Practising)

Drysdales Solicitors LLP is a limited liability partnership registered in England and Wales (registered number 0C369948) which is regulated and authorised by the Solicitors Regulation Authority. We use the word "partner" to refer to a member of the LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications.

Service by email is not accepted

11 September 17

Mr. GARY CLFE

124 Stanbridge Road

Rockford

SS4 1DP

Dear Sir / Madam,

I write to you further regarding land adjacent to my property 124 Stanbridge Road Rockford, and I am still querying my access to my property. Having moved to this house over twenty years ago I have from that point in time had to use a side gate for access to the rear of this property, I have and still do maintain the condition of the land adjacent to the property<sup>no</sup> 124, this has involved regular strimming / clearance and the purchase of aggregate to keep my parking area of a good standard. When I purchased above property I



11 September 17

Mr. G. Clee  
SS4 1DP

was given a parking permit from Rockford Parish Council, this permit the Parish Council now say that they have no knowledge of, I would like to question why they have no knowledge? At no time since I have lived at this property has the Parish Council ever carried out any maintenance to the land in question. I put it to you that I am under the adverse possession Act entitled to claim possession of the land that I have maintained and been unchallenged for over twenty years to park a vehicle on - I have a witness that will state that part of my house was a shop - Coronation Stores which meant that customers to the

11 September 17

MR. G CLEE  
SS41DP

shop would access the store through the side gate - the access that I have been using since I moved into property.

Having lived here for this length of time the adverse possession states that a period of twelve years is adequate to claim use of said land.

This situation has caused me great concern and will soon be passed on to my solicitors

The fencing will be erected on 15<sup>th</sup> September as you have informed me but my access and parking will need to be a big consideration from your clients

11 September 17

Mr. G. Clee

124 Stanbridge Rd

SS4 1DP

I trust that this matter can be  
resolved and that all concerned  
will be content with outcome,

Yours faithfully

Mr. Gary Clee

Mr G Clee  
124 Stambridge Road  
Rochford  
Essex  
SS4 1DP

Our Ref: HS Rochford Parish

Your Ref:

Date: 29 August 2017

Dear Sir,

**Re: Land Adjacent to 124 Stambridge Road (Western Boundary)**

We thank you for your recent letter.

Our client has agreed to provide you with until the 14<sup>th</sup> September 2017 to provide any evidence. The area will be fenced off from the 15<sup>th</sup> September 2017. This should enable you ample time to come back to us, and you did also receive our client's correspondence relating to this in June which has provided you with almost 3 months notice.

We have enclosed a copy of your Title which does not show any right.

Yours faithfully,

**DRYSDALES SOLICITORS LLP**

[h.stonham@drysdales.net](mailto:h.stonham@drysdales.net)



received  
15/8/17

MR. GARY CLEE

124 Stambidge Road  
Rochford

SS41DP

Dear Sirs,

Thank you for your letter of the  
11<sup>th</sup> August 2017 regarding the land adjacent  
to my home at 124 Stambidge Road,  
Rochford SS41DP, which has caused me  
great concern.

I do not believe that the assertion your  
client makes is correct.

However you will appreciate that I need  
to access my documentation and this will  
take some time.

Would you please wait until at least  
14<sup>th</sup> September 2017 to allow me to  
obtain information and documentation

MR GARY CLEE  
124 Stanbridge Road  
Rochford  
SS4 1DP

Some of which is with a third party,  
I will contact you again on the date  
14/9/17,

Please acknowledge and confirm,  
yours faithfully

G. Clee

Mr G Clee  
124 Stambridge Road  
Rochford  
Essex  
SS4 1DP

Our Ref: HS Rochford Parish

Your Ref:

Date: 11 August 2017

Dear Sir,

**Re: Land Adjacent to 124 Stambridge Road (Western Boundary)**

We write further to our client's letter to you of the 20<sup>th</sup> June 2017 and we understand from them that you have contacted them querying the parking.

Our client's Deeds do not provide a specific right for you to park on the land. We have obtained a copy of the title to your property held by the Land Registry and we are unable to locate any right for you to park on the land within your own title either.

If you do believe that you have a right of way over, or a right to park on, the land then we would be grateful if you could please revert back to us with the appropriate evidence within 14 days of receipt of this letter. If we do not receive any correspondence from you by this time then we shall conclude that you do not hold any evidence and our client shall proceed to fence off the land.

We do advise that you obtain your own legal advice in this matter.

Yours faithfully,

**DRYSDALES SOLICITORS LLP**

[h.stonham@drysdales.net](mailto:h.stonham@drysdales.net)



**Solicitors practising in Southend since 1887**



Partners: A.D. MURRELL LL.M., M.A. ROBERTSON LL.B., K. KEEBLE LL.B.

Assistant Solicitor - C.J. BANNISTER

Licensed Conveyancer - E.M. HOLLAND

Consultants - J.A. GRIMES LL.B.,

P.N. HENWOOD (Non-Practising)



## ROCHFORD PARISH COUNCIL

Parish Council Rooms  
West Street  
Rochford  
Essex SS4 1AS

Telephone/Fax: 01702 540722  
Mobile: 07848438408  
Email: [clerk@rochfordparishcouncil.gov.uk](mailto:clerk@rochfordparishcouncil.gov.uk)

Clerk to the Council: Mrs. J. V. Rigby *Cert. HE Local Policy*

20 June 2017

Mr G Clee  
124 Stambridge Road  
Rochford  
Essex SS4 1DP

Dear Sir

**Re: Land Adjacent to 124 Stambridge Road (Western Boundary)**

As you are aware Rochford Parish Council owns the currently vacant land between 124 and 118 Stambridge and the Council have noted that there is a gate leading from your property onto the above land.

As you have no legal right to cross the same we write to inform you that we shall be fencing off this access so that it can no longer be gained.

If you do have any queries then please do not hesitate to contact our solicitor Miss H Stonham of Drysdales Solicitors LLP Cumberland House, 24-28 Baxter Avenue, Southend-on-Sea, Essex SS2 6HZ.

Yours faithfully

Cllr. Arthur Williams  
Chairman  
Rochford Parish Council