



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **MAN/00BP/0AF/2020/0007**

**Property** : **MOORFIELD, 15 CENTRAL AVENUE,  
GREENFIELD OL3 7DH**

**Applicant** : **KIERON FRANCIS CONNOLLY**

**Respondent** : **J BUCKLEY LIMITED  
(MISSING LANDLORD)**

**Type of Application** : **For determination of premium and transfer  
terms**

**Tribunal** : **A M Davies, LLB  
S A Kendall, BSc, MRICS**

**Date of Order** : **13 January 2021**

**Date of Determination** : **15 January 2021**

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**Determination of Price Payable and terms of transfer, on Enfranchisement  
under s.9 Leasehold Reform Act 1967 ("the Act")**

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1. The price payable for the freehold of the Property is £128.
2. The transfer to the Applicant shall be in the form appended to this determination, subject to the approval of the court.

### **REASONS**

1. The Applicant is the owner of a long leasehold interest in Moorfield, 15 Central Avenue, Greenfield OL3 7DH registered under title number MAN241316 (“the Property”).
2. The Applicant wishes to acquire the freehold interest in the Property under the provisions of the Act but has been unable to trace the freeholder to serve the requisite notice.
3. Through his agents, Orme Associates, he accordingly applied under s.27 of the Act to the County Court for an Order for the freehold interest to be vested in her.
4. On 23 March 2020 District Judge Johnson sitting in the Liverpool County Court ordered that the freehold price of the Property be determined by this Tribunal.
5. The Tribunal considered the application suitable to be dealt with by way of a paper hearing. The Applicant provided the papers necessary to enable the Tribunal to make the determination, including a valuation under section 9(1) of the Act prepared by Orme Associates.
6. The Property is held under a lease dated 26 September 1961 for a term of 999 years from 1 July 1961. The ground rent reserved is £9 per annum; this has not been collected in recent years. The Applicant bought the property in 2017 for £347,000 and occupies it as his main residence.
7. The Property is a 3 bedroomed detached house built in 1960 or 1961. The appropriate valuation method for the freehold is that set out at section 9(1) of the Act.
8. The valuation of Orme Associates is agreed by the Tribunal. The price to be paid by the Applicant for the freehold is £128.
9. Pursuant to section 21(1) of the Act, it is further determined that no costs or other sums are payable in addition by the Applicant to the Respondent.
10. Pursuant to section 21(2) of the Act, the Applicant seeks a determination as to what provisions ought to be contained in the conveyance to him. Orme Associates provided a draft transfer. An amended form of transfer is appended to this Order for approval by the court.

Tribunal Judge A Davies  
13 January 2021

1.1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property:
2	Property:  Moorfield, 15 Central Avenue, Greenfield, Oldham, OL3 7DH
3	Date:
4	<p>Transferor: J. Buckley Limited acting by District Judge Samantha Johnson pursuant to s.27 Leasehold Reform Act 1967 and an order of the Liverpool County Court dated 23 March 2020 in Claim Number F30LV771</p> <p><i>For UK incorporated companies/LLPs</i> Registered number of company or limited liability partnership including any prefix:</p> <p><i>For overseas companies</i> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>Kieron Francis Connolly</p> <p><i>For UK incorporated companies/LLPs</i> Registered number of company or limited liability partnership including any prefix:</p> <p><i>For overseas companies</i> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

6 Transferee's intended address(es) for service for entry in the register:

Moorfield, 15 Central Avenue, Greenfield, Oldham, OL3 7DH

7 The transferor transfers the Property to the transferee

8 Consideration

The transferor has received from the transferee for the Property the following sum (in words and figures):  
£128 (one hundred and twenty eight pounds)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

9 The transferor transfers with

full title guarantee

limited title guarantee

10 Declaration of trust. The transferee is more than one person and

they are to hold the Property on trust for themselves as joint tenants

they are to hold the Property on trust for themselves as tenants in common in equal shares

they are to hold the Property on trust:

11 Additional provisions

11.1 Definitions

"Act" means the Leasehold Reform Act 1967

“Conduits” means all drains pipes wires and cables and other conducting media

“Lease” means a lease of the Property dated 26 September 1961 made between (i) J. Buckley Limited and (ii) Donald George Golding creating a term of 999 years from 1 July 1961 and registered at HM Land Registry under title number MAN241316

“Service Road” means the service road coloured blue on the plan attached to the Lease

“Transferor Property” means property adjoining or neighbouring the Property that is now or was formerly in the ownership of the Transferor

## 12 Rights granted for the benefit of the Property

12.1 The Property has the benefit of the rights (as far as the Transferor can grant the same) specified at section 10(2)(i) of the Act.

12.2 The right to free passage and running of water soil sewerage and services for all reasonable purposes connected with the Property in and through the Transferor Property, the transferee paying a fair proportion of the cost of cleansing, repairing and renewing such of the Conduits as are in shared use.

12.3 A right of way at all times and for all reasonable purposes in common with all others entitled to the like right over and along Central Avenue, Annisfield Avenue and the Service Road subject to the transferee contributing

12.3.1 one ninth of the cost of maintenance or improvement of such parts of Central Avenue, the cul-de-sac leading from Central Avenue, and Annisfield Avenue as are shown coloured yellow on the plan attached to the Lease, in each case unless or until the road is adopted by the Highways Authority; and

12.3.2 one half of the cost of maintenance or improvement of the Service Road.

## 13 Agreements and Declarations

It is agreed and declared as follows:

13.1 The sale is effected under the provisions of the Leasehold Reform Act 1967 and the Property is subject to the matters specified at s10(2) (ii) of the Act.

13.2 The Property is subject to

13.2.1 free passage and running of water soil sewerage and services for all reasonable purposes connected with the Transferor Property, but with the right to receive a fair

proportion of the cost of cleansing, repairing and renewing such of the Conduits as are in shared use; and

13.2.2 such right of support for the Transferor Property as the Transferor Property enjoyed at the date of the Lease.

13.3 The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of the Transferor Property for building, development or any other purpose.

13.4 Mines and minerals under the Property are excluded from this transfer.

The transferor must execute this transfer as a deed using the space opposite. 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 (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution

Executed as a Deed by  
DISTRICT JUDGE  
SAMANTHA JOHNSON

In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

Executed as a Deed by  
KIERON FRANCIS CONNOLLY

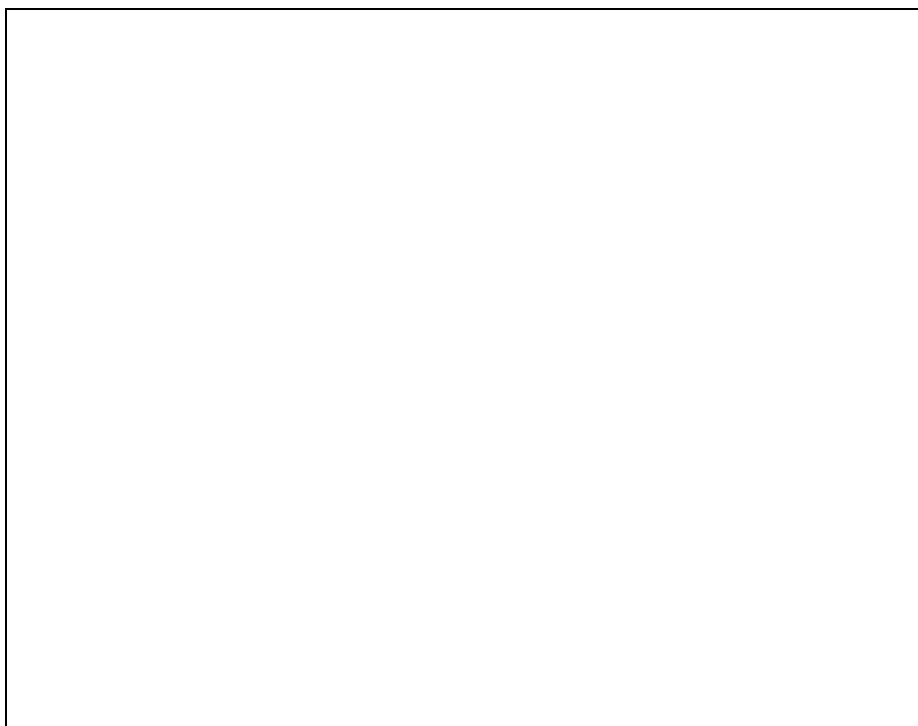
In the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.