

Wayne Lewin – Clerk to the Parish Council

CERNE VALLEY PARISH COUNCIL

13 Stileham Bank, Milborne St Andrew, Dorset, DT11 0LE

07419 136 735

cernevalley@dorset-aptc.gov.uk

Dear Councillor,

You are summoned to attend an Extraordinary Full Council meeting of the Cerne Valley Parish Council to be held on **Thursday 11th January 2024** starting at **8.00pm** in **Godmanstone Village Hall**
Please find a copy of the agenda below.

Councillors:

S. Beresford, F. Horsington, M. Keating, G. Muskett, G. Bishop, C. Crosbie, J. Bolt, C. Paul, L. Prowse, H. Brown, K. Burghart, and K. Marshall

AGENDA

1. Apologies for absence
2. Declarations of pecuniary and other interests
3. Public Discussion Period

4. Transfer Deed for Burial Ground Extension
5. Actions on replacement white posts on Duck Street
6. Lamp for Life (D-day commemoration)
7. Items for the next meeting
8. Date(s) of next meeting

Full Council

Cerne Abbas Village Hall

08th February 24

Wayne Lewin

Parish Clerk

07th January 2024

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.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s) of **all** of 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 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) out of which the property is transferred: DT475024
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: LAND AT CERNE ABBAS, DORCHESTER, DORSET</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: EDGED RED</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>LORD HENRY NOEL KENELM DIGBY AND THE RIGHT HONOURABLE EDWARD ST VINCENT KENELM DIGBY</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>CERNE VALLEY PARISH COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (company registration number:</p> <p><u>For overseas companies</u> (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 12.

Place 'X' in any box that applies.

Add any modifications.

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

7	Transferee's intended address(es) for service for entry in the register: 13 Stile ham Bank, Milborne St Andrew, Dorset, DT11 OLE
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): TWELVE THOUSAND, FIVE HUNDRED POUNDS (£12,500.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee Save that the covenant referred to in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") is hereby modified as follows:- (a) the Property is sold subject to the matters contained or referred to in the property or charges registers of the above titles (except for any subsisting mortgage or charges of a financial nature) insofar as they affect the Property and remain to be observed and performed; and (b) the covenants implied by the giving of full title guarantee do not extend to any charge, incumbrance or other right of which the Transferor does not have actual knowledge (c) for the purposes of Section 6(2)(a) of the 1994 Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:

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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

12.1 Definitions

In this transfer:-

12.1.1 "the Plan" means the plan annexed to this transfer

12.1.2 "the Transferor's Retained Land" means the remaining land belonging to the transfer comprised in title number DT475024 and each and every part thereof (excluding the Property)

12.2 Interpretation

12.2.1 The expression "the Transferor" and "the Transferee" shall include the owner or owners for the time being and their successors in title

12.2.2 Words importing one gender include all other genders

12.2.3 The singular shall include the plural and vice versa

12.2.4 Any covenant by the Transferee not to do any act or thing shall be deemed to include an obligation not knowingly to permit such act or thing to be done

12.2.5 References to any clause, paragraph or schedule without any further designation are to the clause, paragraph or schedule to this Transfer so numbered

12.2.6 The paragraph or clause headings do not form part of this Transfer and shall not affect the construction or interpretation thereof

12.2.7 Reference to any statutory provisions herein shall be deemed to include reference to any re-enactment or modification of such provisions or similar legislative provision

12.3 Rights granted for the benefit of the property

None

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

12.4 Rights reserved for the benefit of other land

The Transferor reserves over the Property (and each and every part of it) for the benefit of the Transferor's Retained Land the following rights:

12.4.1 The right of light and air for the benefit of the adjoining or neighbouring land comprised in the Transferor's Retained Land

12.4.2 For the avoidance of doubt all rights liberties privileges now used or enjoyed (whether easements or quasi easements) over under or through the Property by the Transferor's Retained Land as presently enjoyed by virtue of the Transferor's Retained Land are preserved

12.5 Covenants by the Transferee

The Transferee covenants with the Transferor so as to bind the Property for the benefit of the Transferor's Retained Land and each and every part of it:

12.5.1 The Transferee must not do or permit to be done any act of thing on or about the Property the doing or omission of which shall or may be or grow to be an annoyance nuisance damage or disturbance to the Transferor or the owners or occupiers of any part of the Transferor's Retained Land

12.5.2 The Transferee must not use the Property for any purpose other than as burial ground

12.5.3 The Transferee will within six months from the date of this deed erect a stock proof fence along the boundaries and at all times hereafter maintain the fences on the boundaries except where such obligations currently sit with a third party adjoining owner

12.6 Covenant for Indemnity

With the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor to observe and perform the covenants referred to in the Proprietorship and Charges Register of Title Number DT475024 in so far as the said covenants are still subsisting and capable of taking effect and relate to the Property and to indemnify and keep indemnified the Transferor from and against all actions proceedings costs claims and demands on account of any future breach or non-observance or non-performance thereof so far as aforesaid

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.7 Other

12.7.1 Agreements and declarations

It is agreed and declared that the Transferee shall not be entitled to the continuance nor shall they by virtue of the Law of Property Act 1925 Section 62 acquire any easement or right or privilege or advantage over or in respect of the Transferor's Retained Land or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any person with the Transferor or his predecessors in title to the Transferor's Retained Land save in so far as is specifically granted in this transfer

12.7.2 Third Party Rights

No person firm or company who is not a party to the transfer shall be entitled to enforce any of its items pursuant to the Contracts (Rights of Third Parties) Act 1999 (save as expressly stated in this transfer)

12.7.3 So that the Transferor can give good receipt for the purchase money The Right Honourable Henry Noel Kenelm Digby in exercise of his statutory power appoints The Honourable Edward St Vincent Kenelm Digby to be a Trustee of the Property with The Right Honourable Henry Noel Kenelm Digby

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 11 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.

13 Execution

Signed as a deed by)
LORD HENRY NOEL)
KENELM DIGBY)

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS.....

Address.....

.....

Signed as a deed by)
THE RIGHT HONOURABLE)
EDWARD ST VINCENT)
KENELM DIGBY)

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS.....

Address.....

.....

Signed as a deed by)
WAYNE LEWIN)
Clerk to the Cerne Valley)
Parish Council)
in the presence of:

Signature of witness

Name (in BLOCK CAPITALS.....

Address.....

.....

Signed as a deed by)
ANDREW FREDERICK)
HORSINGTON)
Chair to the Cerne Valley)
Parish Council)
in the presence of:

Signature of witness

Name (in BLOCK CAPITALS.....

Address.....

.....

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.

Burial Area Cerne

SCALE :
1 : 1250

@ A4

DATE :
25/05/2022

N



MAP FILENAME :

MIN_18.0_BurialAreaCerne_JG_2022.05.25

Map data shown may contain Ordnance Survey © products supplied by
Pear Technology Services Ltd; Email: info@peartechnology.co.uk
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Path (um)

Remains of
Abbey
(Benedictine, founded AD 987)

Graveyard

St Augustine's Well

Cross
remains of)

Pond

Abbey Gardens

Barn

10

12

9

6

4

ABBNEY COURT

St Mary's
Church

33

35

49

Sub Sta

51

SIMSAY FIELDS

3

4

Surgery

GP

46

50

The D-Day 80 Lamp Light of Peace

Representing the 'light of peace' that emerged from the darkness of War



There will be many locations such as hospitals, care homes, pubs and restaurants etc, that would like to take part in D-Day 80 on 6th June 2024, but do not have the land or facilities available to light a Beacon. With this in mind, we would like to encourage you to purchase a Lamp Light of Peace, enabling you to participate in this 80th Anniversary of the D-Day landings in Normandy, France, on 6th June 1944, providing you with the opportunity to pay 'tribute' to those that gave so much to enable us to share the freedom we have today.

The light from the flame will represent the 'light of peace' that emerged from the darkness of war, with the lamp providing a very simple and safe way of taking part in this important 80th anniversary occasion, and once used, can be lit again at 11am on every Remembrance Sunday thereafter, in tribute to the many millions that sacrificed their lives during WWII.

Those participating could consider running a raffle or a competition of some kind, with the winner having the honour of lighting the Lamp at 9.15pm on 6th June 2024, coinciding with the lighting of the Beacons throughout the United Kingdom, Channel Islands and the Isle of Man that evening.

Those taking part with a Lamp Light of Peace, please go to page **52** of the Guide To Taking Part to confirm your involvement by providing the information requested, enabling us to register your participation and keep in contact with you over the forthcoming months. We will then send you your Certificate of Grateful Recognition as shown on page **62** of the Guide. **(IMPORTANT)** - once lit, the Lamp should **NOT** be left unattended at any time and should be extinguished at the end of the evening, and do **NOT** at any time attempt to re-fuel it while the Lamp is alight.

The cost of the lamp is £55.00 including posting and packaging within the United Kingdom, Channel Islands and the Isle of Man. The final date for ordering a lamp is 23rd May 2024. Purchase is for pre-order only, items will be delivered prior to the event.

To order and pre-pay for your Lamp Light of Peace, please go to: www.idealuk.com/shop and click on the photograph of the Lamp Light of Peace. If you have any questions please contact Bruno Peek CVO OBE OPR, Pageantmaster at brunopeek@mac.com

Manufacturer recommends: Do not use petrol or spirit. Do not use scented or coloured oils. Use exclusively pure paraffin oil or lamp oil. Outdoor use only. 20 hours light with one tank.



The colour red has been chosen as it represents the ultimate sacrifice undertaken on the Beaches of Normandy and throughout WWII as a whole, so could be lit again at 11am on every Remembrance Sunday thereafter.

 The Grill Store

 FEUER HAND