

## **Bishopthorpe Parish Council**

### **Field 84 and Riverbank Update**

#### **27<sup>th</sup> July 2026 Update**

1. Acaster Malbis Boat club acquired the land and riverbank, now colloquially known as field 84, in 1973 and operated their clubhouse boat and 4 moorings on the section of riverbank adjoining field 84 and the River Ouse. This they continued to do until 1987.
2. In the mid 1980's the AMBC finances were in a parlous state and eventually their clubhouse boat sank leaving just the 4 moorings from which they derived revenue. Discussions then ensued regarding the possible transfer of the land and moorings to the PC.
3. In 1987 the PC and AMBC agreed terms for the conveyance of their land to the Parish Council for a fee simple. As part of this transaction AMBC confirmed that there was no third-party objection to their occupation of the riverbank over the previous 14 years. In concluding the transaction, it was agreed that the PC would contribute £250 towards AMBC costs and that AMBC would retain the mooring fees already received for the 1987/88 season i.e. there would be no apportionment. This effectively put the cost of acquisition at £450 plus legal costs albeit the conveyance itself was for fee simple.
4. In 1988 mooring agreements were put in place, by the PC, with the 4 mooring tenants and this arrangement continued on an annual basis until 1993 when it was decided by the PC to no longer allow moorings on the riverbank in preference for opening up the river views and creating space for public use.
5. The PC continued to occupy and maintain the riverbank and field 84 at their cost until 1999 when an exclusive licence to create fishing pods on the riverbank was granted by the PC to Acaster Malbis Angling Club for a 10-year period until 2009. AMAC cleared the sunken clubhouse boat and created fishing points along the bank which were also used by the public. AMAC then advised in 2008 that they no longer wished to be responsible for the maintenance of the riverbank but would use any fishing pods available.
6. In 2009 the PC entered a commercial 20-year lease with York Marine Services Limited which provided for the maintenance of the field and riverbank along with the creation of 4 fishing pods and moorings. YMSL paid a commercial rent (£1500) for this access which relieved the PC of maintenance responsibilities and insurance but placing obligations on the Tenant regarding the riverbank. The lease cost was reviewed periodically under the terms of the lease and currently stands at £1800 pa.
7. YMSL registered their leasehold interest with Land Registry (NYK366227), but this appears to be flawed as far as the plan attached to the registration did not reflect the full scope of the lease.
8. The commercial lease with YMSL (now renamed the Boatyard York Ltd) has operated for the past 17 years and continues in place to date.
9. The Tenant moored residential vessels or granted mooring licences for these boats along the riverbank but was repeatedly advised (verbally and in writing) that this was in breach of the lease and asked to remove them as it was contrary to the PC desire to maintain open views of the river and the provisions of the lease to provide fishing points.
10. In 2023 the Tenant requested a Licence to Assign the lease but the PC determined that this would not be appropriate given the ongoing breach of the lease in respect of the riverbank obligations.

11. In 2025 the Annottson Trust queried the responsibility for maintenance of the Public Right of Way alongside their holding, Feoffees and the PC holding. In determining the responsibility (this belongs to CoYC) it was determined that the PC interest in the field and riverbank had not been registered with LR, and a First Registration application was submitted in April 2025. The Land Registry move at their own pace, and a caseworker was not appointed until early 2026.
12. In December 2025 the Tenant under the 2009 lease (now renamed The Boatyard York Limited) served notice on the occupants of the four residential moorings that their agreements would not be renewed for 2026 and had the boats removed. The Tenant advised verbally that the riverbank would be converted to public moorings allowing visiting boats to moor and for fishing to be conducted.
13. Engagement with the Land Registry has identified that the PC title in the land is twofold. Unequivocal title attaches to the 1987 conveyance, and possessory title attaches to the riverbank. Both the Annottson and Feoffes interest in their riverbanks are possessory.
14. Measurement of the field identifies that the 1.548 acres (referred to in all conveyances of the land since 1921) extends to the mature treeline which would have sat behind the original towpath that ran along the river up until the mid-1930's meaning that the PROW falls within the PC unequivocal ownership but with maintenance responsibility for the designated footpath sitting with CoYC.
15. Engagement with the LR continues and further exchanges of information and supporting documents are ongoing.
16. In May 2026 we were advised of an adverse possession claim by Abbie North in respect of the riverbank and 'access track' (PROW) based on the transfer to her of adverse possession rights belonging to the previous owner of YMSL for 16 years. This claim is linked to a submission to the LR of a TR1 (transfer of title) and possibly some agreement between YMSL (The Boatyard) and Bishopthorpe Moorings and Marina Limited (Peter Mandy) known as an Asset Purchase Agreement of which the PC have no visibility. The Land Registry made no enquiry with regard to TR1 to the PC. It should be noted that a TR1 cannot be used to transfer title in unregistered land. The plan attached to the TR1 identifies land that is covered by both our unequivocal and possessory applications to the LR.
17. In her May 2026 and subsequent communications Abbie North has referred to the illegal eviction of the four residential boats which the Tenant had allowed in breach of the lease. The removal of the boats was instigated and actioned by the Boatyard York, and it seems that any issues with regard to this matter should be between the Boatyard and the previous occupants. The PC has no visibility of the agreements to which the residential moorings were subject to.
18. In May 2026 Abbie North and others (possibly Jay Mandy) moved two boats onto the moorings claiming factual possession due to claimed adverse possession of the riverbank by Peter Mandy over a 16-year period.
19. We have engaged with Ramsdens, who hold the original conveyancing files for field 84, with a view to agreeing terms of engagement (which were received on the 29<sup>th</sup> June) and a scope of works for provision of advice in respect of the LR applications, the adverse possession claim by Abbie North, the accuracy of the Leasehold registration and the basis of the TR1 between the Boatyard and Bishopthorpe Moorings and Marina. We are also engaged with our insurers regarding legal expenses cover as extreme caution is being applied to the unnecessary diversion of funds to legal costs as this detracts from the provision of services and facilities to parishioners.

20. On the 4<sup>th</sup> and 11<sup>th</sup> June the PC advised Abbie North that her claim for adverse possession was denied and that once legal advice had been taken a detailed rebuttal would be provided.
21. Abbie North is constantly pushing for updates and engagement, consuming time of both the clerk and several councillors. The position is that she is attempting to deprive the PC of a long-held asset for personal gain. She has said that if the PC can demonstrate ownership of the 'access track' and riverbank then she will remove her boats.
22. The aim of this update is to provide an up-to-date overview of the situation such that parishioners are aware of the history of the land and the actions that the PC are taking to register ownership.
23. The PC will provide a monthly update at each Parish Council meeting of any meaningful developments take place.

Rob Johnson