



Reference Nos 209/D/156
209/D/157
209/D/158

In the Matter of sands, sandhills
and grass areas above high water
mark in Instow, North Devon District,
Devon.

DECISION

These disputes relate (D/156 and D/157) to the registration at Entry No. 1 in the Land Section and (D/158) to the registration at Entry No. 1 in the Ownership Section of Register Unit No. CL246 in the Register of Common Land maintained by the Devon County Council and are occasioned (D/156) by Objection No. 883 made by Trustees of the Christie Devon Estate and noted in the Register on 1 December 1970, (D/157) by Objection No. 895 made by Central Electricity Generating Board and noted in the Register on 5 March 1971 and (D/158) by Objection No. 936 made by British Railways and noted in the Register on 1 October 1971.

I held a hearing for the purpose of inquiring into the disputes at Barnstaple on 9 May 1979. At the hearing (1) Devon County Council who made the registration without application, and (2) Instow Parish Council were both represented by Mr P A J Browne, a solicitor employed by Devon County Council; and (3) Mr Norman Gordon Wykes, Major William Lloyd Baxendale, Mr Ronald George Price and Mr Peter Baring on whose behalf Objection No. 883 was made and who were then the trustees of the Christie Devon Estate (Mr Knowles has since retired from the trust) were represented by Mr G A L Cruwys, solicitor of Ashford, Sparkes & Harwood Solicitors of Tiverton. Mr William John Dark of the Information Bureau Instow was present in person.

The land ("the Unit Land") in this Register Unit is a strip bounded on the west by the High Water Mark of Medium Tides (HWMMT) and extending for about $1\frac{3}{4}$ miles from the Instow Quay on the south to just near the East Yelland Electricity Power Station at Paiges Pill on the north. The east boundary of the south one-third of the Unit Land from the Quay to a bridge ("the Road Bridge") over the railway (now open for commercial traffic only) is (apart from about 150 yards near the Quay) one of the two north-south roads through the Village. I shall call this road "the Sea Road" because most of it is by the sea, although I have no note or recollection of it being given at the hearing this or any other name (part is called "Marine Parade").

The grounds of Objection No. 936 are: "The Railways Board are the owners of the area of land coloured pink on the enclosed...map...and the enclosed enlargement..."; the map and enlargement show a strip ("the BR Strip") about 120 yards long and 10 yards wide, situated just west of the Road Bridge and north and alongside of the Sea Road. In the Land Section it is recorded at Entry No. 2 dated 31 July 1973 that the land ("the Violet Land") hatched violet on the Register map was removed from the Register consequential on Objection No. 935 made by British Railways. The BR Strip and the Violet Land are the same, and having been removed from the Register, the Ownership Section registration can have no application to it; see subsection (3) of section 6 of the 1965 Act; so Objection No. 936 its basis having gone, is now without substance.



The grounds of Objection No. 895 (CEGB) are: "That the land or some part thereof (shown delineated on the attached plan) was not common land at the date of registration". The part so delineated is an "L" shaped area at and within about 250 yards of the north end of the Unit Land, bounded on the southwest (for the most part) by a fence a little to the north of the footpath which runs from the sea shore southeastwards to a footbridge over the railway. With a letter dated 3 May 1979 the Central Electricity Generating Board sent a request signed on behalf of the County Council, the Parish Council, and themselves that the Commons Commissioner do refuse to confirm as common land the part ("the CEGB Part") of the Unit Land subject to the Objection. Considering that I can and ought to give effect to this request, my decision is that the CEGB Part should be removed from the register. The Unit Land at its north end includes a narrow north-south strip about 60 yards long ("the Paige's Pill Strip") which is by the Power Station and extends right up to the "issues" marked on the 1958 OS map. This Strip although not delineated on the said objection plan cannot sensibly (so I thought when I saw it) be registered as common land apart from the CEGB Part. So consequentially on the said request, my decision is that the Paige's Pill Strip be removed from the Register.

By far the greater part of the hearing was concerned with Objection No. 883 (the Christie Devon Estate), the grounds of which are: "That no part of the land was at the date of registration nor ever has been common land or manorial waste and no rights of common were at the date of registration exercisable over it nor ever have been so exercisable".

In support of the registration oral evidence was given by Mr P J Huxtable who is the clerk of the Parish Council, by Mr J S Wyatt who is their vicechairman and by Mr D Johns who was born in Instow 53 years ago and is and has for the last 28 years been a member of the Parish Council and is now their chairman; in the course of this evidence documents specified in Part I of the Schedule hereto were produced. Against the registration oral evidence was given by Mr B D Coldwell who is and has since 1971 been the Agent of the Trustees of the Christie Devon Estate and before then from 1968 was employed by Strutt & Parker who were the Agents, and by Mr E W Yeo who was born in 1894 and who was since he was 14 years old employed (except for the 1914-18 war years) by the Christie Estate, ultimately from 1930 to 1969 as their clerk of works; in the course of their evidence documents specified in Part II of the Schedule hereto were produced. It appearing at the end of the hearing there was no clear evidence about the devolution of the Christie Estate (the Trustees are in the Ownership Section registered as owners of all the Unit Land), I gave Mr Cruwys leave to send to me an abstract of the title of the Trustees. Mr Dark also gave oral evidence.

Three days after the hearing, I walked the length of the Unit Land.

The Unit Land is on the east side of the Rivers Taw and Torridge, just before they join to flow together for a very short distance to the open sea. The surface and appearance of the Unit Land varies much from place to place. Although all is on the Register map shown as above HWMPT, throughout its whole length much of its width (at its south end for about 60 yards from the Quay the whole width) is at normal spring tides covered by water. This part ("the Tidal Part") is for about 2/3rds of a mile from the Quay flat sand ("the Flat Sand Part"), very attractive to holiday makers in summer weather. Further north the Tidal Part becomes stony, this part ("the Black Ground Part") continuing to a point west of the Cricket Ground; this too would, I think, still be some attraction to holiday makers. Further north again the Tidal Part up to its north end varies between sand, stony areas, and mud ("the Cool Stone Part"). The non-Tidal Part, up to a point roughly opposite Taw Cottage



(a little to the north of the south end of Lane End Road) is non-existent (here the Unit Land is Flat Sand Part); at this point rise-up sandhills ("the South Sandhills Part") which at one place are crossed by a stream; this part extends up to a well made track ("the concrete track") leading to the sea from a level crossing over the railway and apparently intended for heavy mechanical amphibians. To the west of the South Sandhills Part, and between it and the railway is an area ("the Car Park Part") adapted as two car parks (the one north of the stream near the Concrete Track being the larger and providing space for many cars). Between the Concrete Track and the southeast boundary of the Cricket Ground (not part of the Unit Land) is an open grassy area ("the Beacon Part") on which there is a Corporation of Trinity House beacon. On the west side of the Cricket Ground, the non-Tidal Part is either very narrow or non-existent, there being a substantial wall apparently protecting the Cricket Ground from the sea. Northwest of the Cricket Ground up to about 200 yards south of the Jetty (apparently used by HP Ltd) there is a non-Tidal Part ("the North Sandhills Part") which except for a comparatively small and secluded car park at its south end is nearly all sandhills. East of the North Sandhills Part and thenceforth from it is a grass area ("the Disputed Grass Part") which is apparently of some value for grazing. Beyond the North Sandhills Part and the Grass Disputed Part, the non-Tidal Part becomes little if anything more than a substantial bank apparently enough at Spring Tides to keep the water off the adjoining pasture land; this part ("the North Part") has along its left side a good footpath which joins up with that above-mentioned as being next to the CEGB Part.

On the documents produced by the Parish Council, Mr Brown contended that the Lords of the Manor of Instow were in 1846, Augustus Saltren Willett, in 1850, A Cleveland Esq, in 1856, Mrs Cleveland, and in 1939 the trustees of the late Augustus Langham Christie. Mr Cruwys agreed that Mr Willett changed his name to Cleveland and conceded that the Lordship of the Manor was included in the principal vesting deed under which his clients are the owners of their Estate including the Unit Land. So the hearing proceeded on the basis that the Unit Land is now and has at all relevant times (at least since the 1855 conveyance as to which see below) been in the same ownership as the Manor.

Mr Browne's contention, as I understood him, was that because the Unit Land now and has always appeared to be, or at least has always before 1969 (the date of registration) appeared to be waste land, the Unit Land is now (or was at the date of registration) "waste land of a manor ..." within the definition of "common land" in the 1965 Act.

Mr Cruwys' first contention was that the Tidal Parts, much of the South Sandhills Part and some of the other parts of the Unit Land are certainly not waste land of the Manor of Instow because they were acquired by the Lord of the Manor under the 1855 Conveyance; he relied on the plan CT/1 which showed the result of enlarging the 1855 conveyance plan and superimposing it on the Register map enlarged to the same scale: so superimposed the east boundary of the 1855 conveyance plan for the most part is near the east boundary of the Unit Land (only the Disputed Grass Part, most of the Car Park Part and most of the Beacon Part are on the other side of this line). He referred me to *Delacherois v Delacherois* (1862) 11 HLC 62.

I reject this contention as being contrary to the legal principles applicable to land created by accretion in consequence of a gradual and imperceptible recession of the sea; when the sea recedes from land which is subject to rights and obligations, as a general rule the land so accruing becomes subject to the same rights and obligations; see *Mercer v Denne* 1904 2 Ch 541 and 1905 2 Ch 538. I find from the CT/1 plan, from the evidence of Mr Johns and Mr Yeo and the present



appearance of the Unit Land, that the South Sandhills Part and the other parts of the Unit Land claimed under the 1855 conveyance have ceased to be below HWMMT by reason of the recession of the sea, and the gradual accretion of wind blown sand. It follows that in my view those now claiming the ownership of these parts do so by virtue of their title to the lands on the east to which they (the parts) have accrued and not under the 1855 conveyance. In short, the effect of the 1855 conveyance is to vest in the successors in title of Mrs Cleveland the land between high water mark and low water mark as these marks are from time to time as a result of any natural change of HWMMT.

The plan CT/1 has a note on it that the land thereon coloured pink is "land occupied in agricultural tenancies from 1850 including land subsequently surrendered to enable beach trading to be carried out". Although Mr Coldwell at the beginning of his evidence agreed this note, almost at once he admitted that he could not vouch for it; however he had with him the tenancy agreements relating to Instow Barton Farm back to 1849. Mr Cruwys said that he did not wish to rely on the note (rightly I think because if I had read through all the tenancies it would have taken a long time and the result would have been unlikely to benefit anyone); so I merely record his wish.

But Mr Coldwell did produce (and/attach ^{Mr Cruwys did} some importance to) the 1931 and 1961 leases (CT/3 and CT/6) of the Farm. Both were by reference to the OS 1904 map. Neither included OS No. 450, a strip (I suppose in 1904 of flat sand) nowhere more than about 30 yards wide above the then HWMMT being part of the South Sandhills Part and of the Beacon Part. Both included OS No. 531 (very small) and No. 541 being the North Part, the North Sandhills Part and the Disputed Grass Part. The 1931 lease (but not the 1961 lease) also included OS No 489 and 490, being the rest of the South Sandhills Part, most of the Beacon Part and all the Car Park Part. The 1931 lease has endorsed on it a surrender dated 1936 of OS Nos 489 and 490. I reject the contention that the inclusion of parts of the Unit Land in these leases by itself establishes that these parts are not waste land of a manor. A manor may be let: waste land of a manor may be let with or without the manor, or with or without other lands. Although many agricultural leases include land useless for agricultural purposes, and no-one (as Mr Coldwell said in effect) ordinarily thinks such useless land as being waste land of a manor, or perhaps as being waste land at all, neither lease is I think of any significance apart from what the tenant did under it. Of this I have no direct evidence, although I can make inferences from the documents and from what Mr Johns and Mr Yeo said and the present appearance. I reject the suggestion that the consideration mentioned in the 1936 surrender shows that OS Nos 489 and 490 were then being used for agricultural purposes comparable with the value of the consideration: subsequent events have shown that the surrendered lands were of value as car parks and it is, I think unrealistic to suppose that in 1936 those then advising the landlords had in mind some now forgotten agricultural enterprise rather than car parks, or perhaps some form of beach trading.

The words of description in the leases (the same as regards 531 and 541) are:-

489	Coneygars	Rabbit Warren Sandhills and Pasture	5.115
490	Coneygars	Do.	5.695
531	Marsh, Sandhills & Waste	Rabbit Warren, Rushes, Sandhills & Pasture	.138



In the 1846 Award the words of description for Nos 52 and 53 are:-

52	Conygers	10.1.22 (ARP)
53	Great Conygers	6.3.6 (ARP)

No. 53 corresponds a little more or less to the Cricket Field; No. 52 corresponds (more or less) to the Car Park Part, the South Sandhills Part and the Beacon Part, but allowance must be made for the diminution of No. 52 by the building of the railway along and partly within its east boundary. The Award contains the following allotment "... unto the said Augustus Saltren Willett the Lord of the said Manor as aforesaid all that piece or part of Land No. 121 on the said Map and containing five acres three roods and thirty seven perches for the purpose of enabling the said Augustus Saltren Willett as such Lord to exercise the right of taking Keelage Dues as heretofore"; the map shows No. 121 as being the North Part and as a strip of about the same width extending along the edge of the River Torridge as marked on the Award map to the south up to a point near the west corner of the Cricket Field, that is including the seaward side of the North Sandhills Part.

Both Mr Cruwys and Mr Brown relied on the use (or lack of use) made of the Unit Land during living memory as supporting their case, although neither seemed clear (understandly I think owing to the confused state of the law) whether the use made by the Estate (or their company, NDCI) was consistent with the Unit Land being common land or waste land of a manor.

Of all the Unit Land the Car Park Part is I suppose the most important commercially. Before the 1939-45 war the Sandhills on the railway side were more extensive than now, although there has always been a cart track between them and the railway, leading northwards from the Sea Road. During the war, this Part was included in a training area, and a very large quantity of sand was taken away for (so Mr Johns thought) sandbagging prior to the bombing of Plymouth. After the war the Part was developed by the Estate (or NDCI), the car park near the Sea Road first, by putting down hardcore etc. The track was improved with a contribution by Shell Mex; it was needed by the chalets (near the railway). Development was gradual, but by the 1960's it had become considerable. In about 1970-71 the large car park by the concrete track was made and it was then I suppose that a fence, marked on the plan PC/5, was made to keep the sand from the sandhills off the car park (and also motor cars off the sandhills). Most of the year the car park entrance is unattended (parking free!), but from a little before the Spring Bank Holiday to the end of September it is attended from about 0800 hours (parking not free); near the entrance I saw what looked like a tourist shop. There is some vegetation on the adjoining South Sandhills Part, but no-one suggested it was ever grazed (except possibly by rabbits) but there is some grass on the Beacon Part; Mr Johns said that as a boy there was a green area over which they cycled. Mr Yeo remembered playing cricket (Mr Turner the tenant allowed it); I think he must have been referring to some part of the Car Park Part or of the nearby Beacon Part.

The Disputed Grass Part was fenced off from the North Sandhills Part about 10 or 12 years ago. Before then it was unfenced; it was grazed, Mr Johns said, and the cattle strayed onto the foreshore which was not (he thought) grazing land. Mr Yeo's evidence was to the same effect extending back a longer period but he considered that the sandhills provided a place which was "nice and warm" and he mentioned that the cattle were there fed with hay.



Mr Johns had been granted by the Estate trading rights over the Flat Sand Area. About this no writing was produced, but he understood that he had over the foreshore from the north side of Lane End to the Quay ("the Flat Sand Part") an exclusive right to sell minerals etc to the tourist trade; at one time they gave a service all over the beach, but now they trade from a hut letting the people come to them. He considered that they only get 12 really good trading days in the year. The trading rights "are tidal"; ie they are inoperable at high tide.

Mr Coldwell said that the foreshore is at present subject to a licence in favour of Mr Norman Johns (the brother of the witness) for the purpose of private mooring (except for an area of no significance in these proceedings let to the North Devon Yacht Club). However in the absence of any evidence (Mr Coldwell gave none) as to what Mr N Johns did under this licence and nothing being apparent on my inspection, I can give no effect to this part of his evidence.

As to the other parts of the Unit Land, Mr Yeo said generally during his period they were maintained and repaired by repairing the ditches, stone walls and blocking up the rabbit holes. At the hearing it was not clear what part of the Unit Land he was talking; during my inspection I concluded that he was referring to the east boundary of what I have called the Black Ground Part and the Cool Stone Part along which maintenance would have been clearly advantageous and which had, or at any rate until recently, been apparently regularly done.

The various uses above described made of the different parts of the Unit Land cannot I think be sensibly ascribed to the whole; it is too diverse.

Having regard to the law of accretion, I must I think consider separately each part of the Unit Land which has since 1855 been created by accretion according to the nature of the land to which it has accrued (being land which existed when the 1846 Award was made); and also consider separately the use evidence about each part, particularly that relating to the Disputed Grass Part which apart from the build-up of the sandhills between it and the River was not (at any rate since 1855) created by accretion.

The Disputed Grass Part (all or nearly all of it) is included in allotment No. 119 made by the 1846 Award, then 29a. 2r. 23p. and according to the Award Map then comprising not only the Disputed Grass Part but also the comparatively extensive pasture lands now enclosed which lie to the north of the Disputed Grass Area and to the east of the North Part. On its present appearance it seems likely the Disputed Grass Area was not enclosed at the same time as the rest of No. 119 because it was wetter, and until the comparatively recent build-up of the sandhills between it and the River, of no possible value. Nevertheless it is included in No. 119 which under the 1846 Award was unconditionally allotted and awarded to Augustus Saltren Willett; while I (as below mentioned) infer from the Award that Instow Marsh which was thereby dealt with was then all waste land of the Manor of Instow, in my opinion by the operation of the Award so much of the marsh as was thereby unconditionally allotted, by the operation of such allotment ceased to be waste land of the Manor.

Clearly the line of the 1972 fence is not exactly that which was in 1846 intended as the boundary of No. 119. On my inspection it seemed to be likely that the fence encroached to some extent on No. 121 and the adjoining sandhills. But in 1846 there were no adjoining sandhills; and I infer that since 1846 the grass area has by accretion been enlarged in their direction, up to the now existing fence. In these circumstances, notwithstanding the existing fence was put up after



the registration which was made under the 1965 Act and which I am now considering, my decision is that the 1972 fence could now be considered as the west boundary of the land in 1846 allotted as No. 119.

An extract from Plan PC/5 showing this fence on a 1958 OS map forms page 8 of this decision. I have on this map indicated by the letters RTW part of the fence which I consider relevant. My decision is that part of the Unit Land east of the fence RTW on this extract should not have been registered.

As regards No. 121 of the 1846 Award and the land which has since from the River accrued to it (that is the north part of the Cool Stone Part and the Black Ground Part and the North Sandhills Part) I am of the opinion that No. 121 has not by the 1846 Award ceased to be waste land of a manor because the above quoted allotment of it to A S Willett as "such Lord to exercise the right of taking Keelage Dues as heretofore" presupposes that this strip No. 121 remains waste land of the manor. In my view the occasional use of this land by cattle and the works of maintenance done by the Estate as described by Mr Yeo did not bring these parts of the Unit Land into the occupation of the Lords of the Manor in any sense which could now be relevant. My decision is therefore that these parts were under the 1965 Act properly registered as common land.

The Beacon Part, the Car Park Part, the South Sandhills Part and the north end of the Flat Sand Part ~~are~~ accrued to No. 52 of the 1846 Award therein described as "Conygons"; in modern English a rabbit warren, entirely consistent with them being waste land of the manor. In the 1931 lease it is similarly described and there is no evidence that up to that time there was ever any profit from it other than rabbits. In my opinion land does not cease to be waste land within the relevant meaning of the words merely by being used for a profitable purpose if that purpose is one of the uses to which waste land is commonly put; rabbiting is such a purpose. And in my opinion the car parking arranged by NDCI is also such a use. My decision is therefore that these parts of the Unit Land were properly registered under the 1965 Act.

Although I find that the Flat Sand Part has as a result of the recession of the sea been created by accruer there is apart from the Sea Road and the wall on the west side of it no distinct land to which such accruer can have taken place. The position is complicated because although the 1855 conveyance suggests that the Estate Trustees are not the owners of some of the land then between high and low water mark, they have under the 1965 Act registered themselves as owners of all the Unit Land, maybe relying on the statutory declarations noted at the end of the Schedule hereto. Because the County Council and the Parish Council were at the hearing given no notice of these declarations and because one of the declarants (Mr Yeo) gave evidence without reference to them, I consider that nothing in them can be used against the registration. However for the registration, having regard to this ownership claim, I consider I can properly in relation to the Flat Sand Part conclude that successive Lords of the Manor always owned the seaward part of the Sea Road at least up to the mid-line of the carriageway and also a strip (perhaps very narrow) on which the wall is built and which is just next to the wall; this strip could not be anything but waste land, and I therefore conclude it has always been waste land of the Manor like that further north. Accordingly for reasons similar to those set out in the preceding paragraph of this decision, my decision is that the Flat Sand Part too was properly registered.

As to the Ownership Section registration, but for Objection No. 936 it would have become final under Section 7 of the 1965 Act. Such evidence as I have of the Trustees' ownership is consistent with the registration, and I consider that there

Instow Barton Mars

COMMONS REGISTRATION ACT 1965

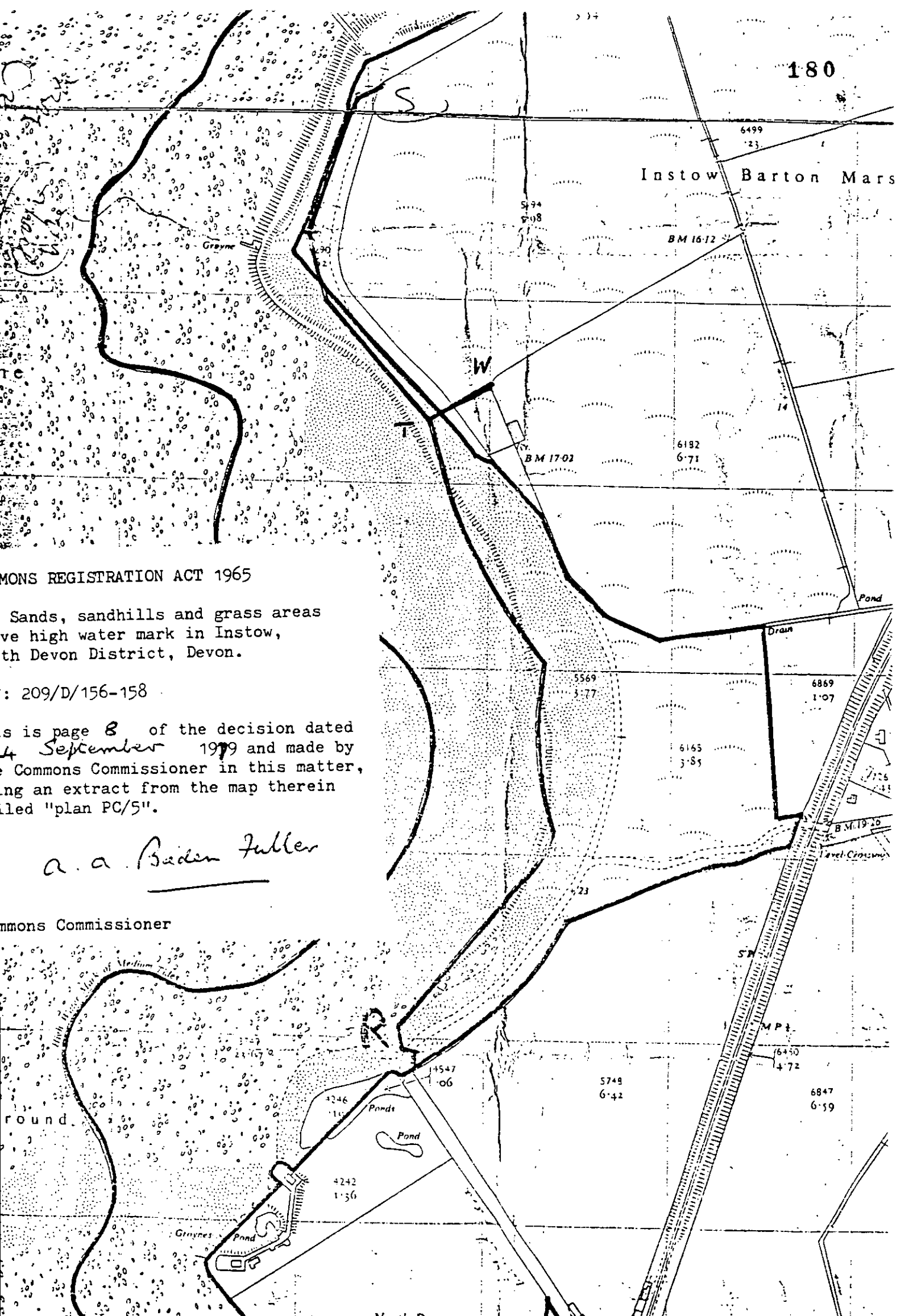
Sands, sandhills and grass areas
above high water mark in Instow,
North Devon District, Devon.

Reference: 209/D/156-158

This is page 8 of the decision dated
4 September 1979 and made by
the Commons Commissioner in this matter,
being an extract from the map therein
called "plan PC/5".

a. a. Baden Fuller

Commons Commissioner



ground.

Groyne Pond

Ponds Pond

Drain

Pond

Level Crossing

MP 1/2

6450
4.72

5748
6.42

6847
6.59

6182
6.71

BM 17-02

5569
3.77

6869
1.07

6165
3.85

6499
2.23

5774
6.08

Groyne

S

W

T

BM 19-20

4547
1.06

4246
1.16

4242
1.36



is no reason why I should not produce the same result. Nevertheless the registration of "Trustees of Christie Estate" without the names of any individual is clearly irregular because the "Estate" is not a body corporate and the ownership of an "Estate" is not recognised by the law; I consider therefore that I should substitute the names of the present Trustees.

For the above reasons I confirm the registration at Entry No. 1 in the Land Section with the modification that there be removed from the Register: (A) the land delineated on the plan attached to Objection No. 895; (B) all the land in this Register Unit to the north of such land; and (C) the land in this Register Unit to the east of the fence marked on the extract plan being page 8 of this decision by the letters "RTW". I confirm the registration at Entry No. 1 in the Ownership Section with the modification that for the words in column 3 there be substituted "Major William Lloyd Baxendale, Mr Ronald George Price and Mr Peter Baring as trustees of Christie Estate, Topeley Estate Office, 1 Trafalgar Lawn, Barnstaple." I record that I direct no modification to this registration by reason of Objection No. 936 because in my view the registration has no application to the land coloured pink on the map enclosed therewith.

I am required by regulation 30(1) of the Commons Commissioners Regulations 1971 to explain that a person aggrieved by this decision as being erroneous in point of law may, within 6 weeks from the date on which notice of the decision is sent to him, require me to state a case for the decision of the High Court.

SCHEDULE
(Documents produced)

Part I: for registration

PC/1	1850	White's History, Gazette and Directory for Devonshire (book octavo 304 pp).
PC/2	1856	Kelly's Post Office Directory of Devonshire (Book, quarto 303 pp).
PC3	1939	Ditto (quarto 1,272 pp).
PC/4	11 March 1946	Instow Marsh Inclosure Award; recites provisional order of 7 January 1846 confirmed by Annual Inclosure Act 1846 (9 & 10 Vict. c. 16).
PC/5	1958	OS map, 1/2500; marked to show Unit Land and the fences on it.

Part II: against registration

CT/1	1958	OS map 1/2,500, marked to show Unit Land, line of HWM ordinary tides as on 1904 OS map, and line of HWM ordinary tides as on 1855 conveyance.
CT/2	20 February 1849	Lease (not read).
CT/3	23 July 1931	Lease by Lady R A Christie, J Christie, and Sir J R B Gregory to C H May of Instow Barton Farm and 5 cottages containing about 232.204 acres.



- 2 October 1936 Surrender endorsed on said lease by C M May, P B May and W E Pitts-Tucker as executors of C H May (he died 27 April 1936) to J Christie, Sir J R B Gregory and E L Rowcliffe.
- CT/5 29 May 1855 Conveyance on behalf of HM The Queen to Margaret Caroline Cleveland of land lying between high water mark and low water mark and covered with water at ordinary tides containing about 262 acres as delineated and described in the marginal plan.
- CT/6 20 January 1961 Lease by R M Byron, N G Wykes and F L Bromfield to A J A May of Instow Barton Farm containing 233.669 acres.

Part III: abstracted deeds (omitting mortgage documents)

- 30 May 1931 Vesting deed made by Lady R A Christie as beneficiary under the will of Augustus Langham Christie in consideration of the marriage of J Christie with G A L St J Mildmay comprising the Manors of Tapeley, otherwise Tapley, Westleigh, and Instow, an advowson and lands in Westleigh, Instow, Fremington and Horwood containing about 3,451.360 acres in favour of Lady R A Christie (the Settlor), C J R Baron Clinton, J Christie and Sir J R B Gregory; in the second schedule is mentioned a resettlement dated 3 September 1892 by William Langham Christie and Augustus Langham Christie, and it is noted that Lord Clinton did not accept the trusts.
- 10 June 1936 Vesting deed reciting the death on 19 November 1935 of Lady R A Christie and conveying the hereditaments comprised in the 1931 vesting to J Christie, Sir J R B Gregory and E L Rowcliffe.
- 23 May 1938 Vesting deed in which the hereditaments comprised in the 1931 vesting deed were conveyed to J Christie, E J Rowcliffe and E H L Rowcliffe.
- 12 May 1939 Vesting deed by which the hereditaments comprised in the said 1938 vesting deed were conveyed to H T Baker, F W Warre and R M Byron.
- 1 March 1954 Vesting deed by which hereditaments and property comprised in the 1939 vesting deed were conveyed to R M Byron and N G Wykes.
- 31 October 1956 Vesting deed by which the hereditaments etc comprised in the 1954 vesting deed were conveyed to R M Byron, N G Wykes and F L Bromfield.
- 21 September 1966 Vesting deed of which the hereditaments and property comprised in the 1956 vesting deed were conveyed to N G Wykes, F L Bromfield, W L Baxendale and P Baring.
- 11 November 1969 Vesting deed by which hereditaments and property comprised in the 1966 vesting deed were conveyed to N G Wykes, W L Baxendale, P Baring, and A G Price.



Note:- The abstract includes a mention of a deed of 22 March 1978 and it is accompanied by a copy of a statutory declaration made 28 July 1968 by E W Yeo and of a statutory declaration made 22 April 1969 by Margaret Belsham.

Dated this 24th — day of September — 1979.

A. A. Baden Fuller,

Commons Commissioner