



COMMONS REGISTRATION ACT 1965

Reference No. 12/U/13

In the Matter of Norpits Beach,  
Canewdon, Rochford District, Essex

DECISION

This reference relates to the question of the ownership of land known as Norpits Beach including foreshore and land adjacent, Canewdon, Rochford District being the land comprised in the Land Section of Register Unit No. VG4 in the Register of Town or Village Greens maintained by the Essex County Council of which no person is registered under section 4 of the Commons Registration Act 1965 as the owner.

Following upon the public notice of this reference the trustees of William Parker's 1967 Settlement claimed (their Solicitor's letter of 4 September 1973) ownership of part of the land in question. No other person claimed to be the owner of the land or to have information as to its ownership.

I held a hearing for the purpose of inquiring into the question of the ownership of the land at Chelmsford on 20 February 1979. At the hearing Mr W Parker, Mr F R Dixon and Mr C R Simpson were represented by Mr D M D Huddard solicitor of Stone & Simpson Solicitors of Leicester.

The land ("the Unit Land") in this Register Unit according to the Register map, is a strip a little under 300 yards and about 80 yards wide divided (longitudinally) into two pieces by the line of the high water mark of medium tides; one of these pieces ("the North Piece") north of the HWMT is part of the River Crouch (Shortpole Reach); the other piece ("the South Piece") is (according to the map) the River bank.

Mr Huddard in support of his clients' claim to the South Piece produced a number of conveyances and abstracts of title. These commenced with conveyances of 30 September 1909 and 25 October 1925 by which Norpits Farm (about 370 acres) was conveyed to the Hon E G Strutt and Mr C A Parker, and by them to Mr T Coates; and continued with a conveyance of 12 January 1933 by which Mr Coates conveyed Norpits Farm and Pudsey Hall to Norpits Developments Ltd. Thereafter the title to both farms was regularly deduced successively through Mr J N Renwick (under a conveyance of 23 December 1931), The Agricultural Mortgage Corporation, Mr W B Goodchild (under a conveyance of 7 October 1942), his Executors, and Pudsey and Norpits Limited to Mr William Parker (he took under a conveyance of 29 March 1961). By a conveyance of 5 April 1967, he conveyed the Farms with other lands to Mr F R Dixon and himself upon the trusts of the settlement therein called "The William Parker 1967 Settlement" of which they and Mr C R Simpson are now the trustees under an appointment of 24 March 1976.

In the plans annexed to the 1909, 1933, 1936 and 1942 conveyances, the South Piece is marked as included in the land therein described as pasture 37A.3R.25P., without being distinguished in any way from the rest of Norpits Farm thereby conveyed, save that the word "wharf" appears on or near the North Piece, indicating I suppose that the South Piece was then a wharf; indeed it is so marked on the 1924 edition of the OS map, being the 1931 conveyance plan. Although the South Piece is included in the 1961 conveyance lands, the word wharf does not appear near it on the map annexed, nor does such word appear against the Unit Land on the Register map.



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SECOND DECISION

This decision is supplemental to a decision dated 8 March 1979 and made by me in this Matter after a hearing at Chelmsford on 20 February 1979. In my said decision, I treated the land in this Register Unit as divided into two pieces by the line of the high water mark of medium tides and said that I was not satisfied as to the ownership of one of these pieces ("the North Piece") being that north of the HWMML and part of the bed of the River Crouch (Shortpole Reach) but that I was satisfied as to the ownership of the other piece ("the South Piece").

In April 1980 on the application of The Crouch Harbour Authority I set aside my said decision so far as it relates to the North Piece and directed the hearing be re-opened. I held the re-opened hearing at Chelmsford on 27 January 1981. At such hearing The Crouch Harbour Authority were represented by Mr J D Hatton, senior assistant solicitor with Essex County Council.

Mr Hatton produced: (1) a conveyance dated 24 August 1978 by which Burnham River Company Limited conveyed to The Crouch Water Authority (among other property) the bed and certain foreshores of the River Crouch from Ray Sands (on the east) to Clay Clodds (on the west) as delineated on the plans annexed; (2) a conveyance dated 25 April 1953 by which Mr A W H H Drummond, Barclays Bank Ltd and Mr D D C Giddins as trustees under the vesting deeds therein mentioned conveyed to Burnham River Company Limited (among other property) the bed and foreshores above-mentioned; (3) an agreement dated 31 July 1935 and made between the Board of Trade, the Commissioners of Crown Lands, and Sir Anthony St John Mildmay, Baronet, by which the Board and the Commissioners acknowledged the title of Sir A St J Mildmay (who was therein recited to have made a claim as Lord of the Manor of Burnham) to the foreshore and bed of the River Crouch as indicated on the plans annexed: and (4) an examined abstract dated 1952 of the title of Barclays Bank Ltd and Mr D D C Giddins, commencing with a vesting deed dated 8 July 1929 by which I E Lady S L St J Mildmay conveyed to Sir Anthony St J Mildmay, Baronet (among other property) the River of Burnham from Ray Sands to Clay Clodds.

Mr Hatton identified the North Piece of the land in this Register Unit with part of that delineated on the plans annexed to the said 1978 and 1953 conveyances and the said 1935 agreement. Upon the evidence provided by these documents I am satisfied that The Crouch Harbour Authority are the owners of the North Piece, and I shall accordingly direct the Essex County Council as registration authority to register The Crouch Harbour Authority of County Hall, Chelmsford as the owners of the North Piece under section 8(2) of the Act of 1965.

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.

Dated this 16th day of February 1981

A. A. Bode Fuller

Commons Commissioner



including the Common, is reflected in a series of leases by later Lords Braybrooke to the Saffron Walden Corporation. The most recent of these leases was granted by Henry, Lord Braybrooke on 12th April 1912. By it Lord Braybrooke demised the Common to the Corporation "so far only as he hath any estate right and interest in the premises and not further or otherwise". This was a lease from year to year at a rent of £10 a year. It remained in force until three years ago, though only a nominal rent of 1/- a year was demanded after 1950.

The reversion expectant on this lease was conveyed to Mr. Neville by a vesting deed made 12th September 1953 between (1) Henry Seymour, Baron Braybrooke (2) Mr. Neville (3) Dorothy Edith, Baroness Braybrooke, the Hon. Catherine Dorothy Neville and Samuel Ranulph Allsopp.

By a deed of gift made 2nd May 1972 between (1) Mr. Neville (2) Dorothy Edith, Baroness Braybrooke, the Hon. Catherine Dorothy Ruck, William Packe, and Geoffrey David Wentworth-Stanley (3) The Mayor, Aldermen and Burgesses of the Borough of Saffron Walden Mr. Neville, with the consent of the parties of the second part, conveyed to the Corporation first the area of the Common lying to the east of Common Hill and secondly "all that the estate, right, title, and interest of the donor (if any)" in the area lying to the west of Common Hill, i.e. the land the subject of this reference.

It is not apparent why this distinction was drawn in the deed of gift between the two parcels of land, unless it stemmed from the fact that Mr. Neville's ownership of the eastern parcel had been registered under the Act of 1965, while no ownership of the western parcel had been so registered. Neither is there any apparent reason why the registration of Mr. Neville's ownership did not extend to the whole of the land in the Register Unit, for all the documents produced to me relate to the whole of the land without any differentiation between the two parts.

Had it not been for this further doubt introduced into the matter by the registration and the terms of the deed of gift, I should have had no hesitation in holding that the doubt as to the ownership of the lord of the manors mentioned in the Act of 1812 had been dispelled by the receipt of rent for a long period by Mr. Neville and his predecessors without any adverse claim. However, in the light of the non-registration of the western parcel and the terms of the deed of gift I cannot feel satisfied that any person is the owner of the land, and I shall accordingly direct the Essex County Council, as registration authority, to register the Saffron Walden Borough Council as the owner of the land under section 8(3) of the Act of 1965.

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.

Dated this 21st day of December 1973

  
Chief Commons Commissioner