



## COMMONS REGISTRATION ACT 1965

Reference No. 212/U/81

In the Matter of Parndon Mead  
(east part) Harlow District,  
Essex

DECISION

This reference relates to the question of the ownership of land known as Parndon Mead (east part), Harlow District being the land comprised in the Land Section of Register Unit No. CL 410 in the Register of Common Land 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 Messrs D M Camp and M Camp claimed (their solicitor's letter of 22 December 1978) ownership of the land with the exception of a small strip lying next the east side. No other person claimed to be the freehold owner of the land in question 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 (1) Harlow District Council were represented by Mr G Kloosman, articled clerk with the Secretary of the Council; and (2) Mr David Morris Camp and Mr Murray Camp were represented by Mr G D Clegg articled clerk with Longmores, Solicitors of Hertford.

The land ("the Unit Land") in this Register Unit has for its south boundary (about 125 yards) the railway fence and it extends northwest for about 200 yards where the boundary is a small stream. Adjoining it on its west side is a much larger area ("the CL 338 Area") which is part of the land in Register Unit No. CL 338; the remaining part is south of the railway.

Mr D M Camp in the course of his oral evidence, produced a map which showed hatched green a strip adjoining and within the east, south and part of the west boundaries of the Unit Land and which he said "we rent" from the Harlow Development Corporation. He, for himself, and possibly also for his brothers Mr Murray Camp and Mr Ernest Henry Camp, claimed ownership of the remainder of the Unit Land (hatched red on his plan); an uncoloured copy of this plan is page of this decision, be hatched red on the original being northeast-southwest black lines on this copy. Mr Camp said (in effect):- the grazing rights are common from 12 August to end of February, but from 1 March the owners of the strips have the right to cut the hay. The CL 338 Area and the Unit Land are for grazing purposes one piece of land, known as Parndon Mead (according to the 1964 agreement plan produced at the adjourned hearing, the Unit Land contains 5.249 acres of which 1.485 acres was let by the Corporation, and the CL 338 Area contains 27.752 acres). He and his brothers bought Roydon Lea Farm (1954); before that they and his father before them were tenants; no strips of Parndon Mead were expressly included in the Farm purchase, but his father had (while he was tenant) bought some of the strips himself. He (the witness) was 54 years of age and had been brought up on Roydon Lea Farm; ~~was~~ for many years except from the Farm no cattle had been turned out onto Parndon Mead. They mowed the whole of Parndon Mead in one cut (usually the end of June); now they got about 2,000 bales which they took off the Mead and fed to their cattle. Parndon Mead from time to time floods from Canons Brook. <sup>the</sup> ~~his~~ father first knew it was boggy, <sup>partly</sup> it was <sup>partly</sup> mown with a horse mower; but since the Lee Conservancy had cleared the ditches it has become different and it all can be mowed.

Mr Camp did not produce any documents relating either to the Unit Land or to the adjoining or nearby lands which were owned, rented or grazed by him and/or his brothers. I adjourned the proceedings so that such documents as Messrs Camp were advised were relevant could be produced to me.



On 2 April I walked over the Unit Land and also much of the CL 338 Area. On the Unit Land there were rugby football goal posts, and it seemed likely that the greater part of the Unit Land was regularly used for this game.

I held the adjourned hearing at Chelmsford on 17 October 1979. At this hearing Mr D M Camp and Mr M Camp were represented by Mr Clegg as before, and Mr Ernest Henry Camp attended in person.

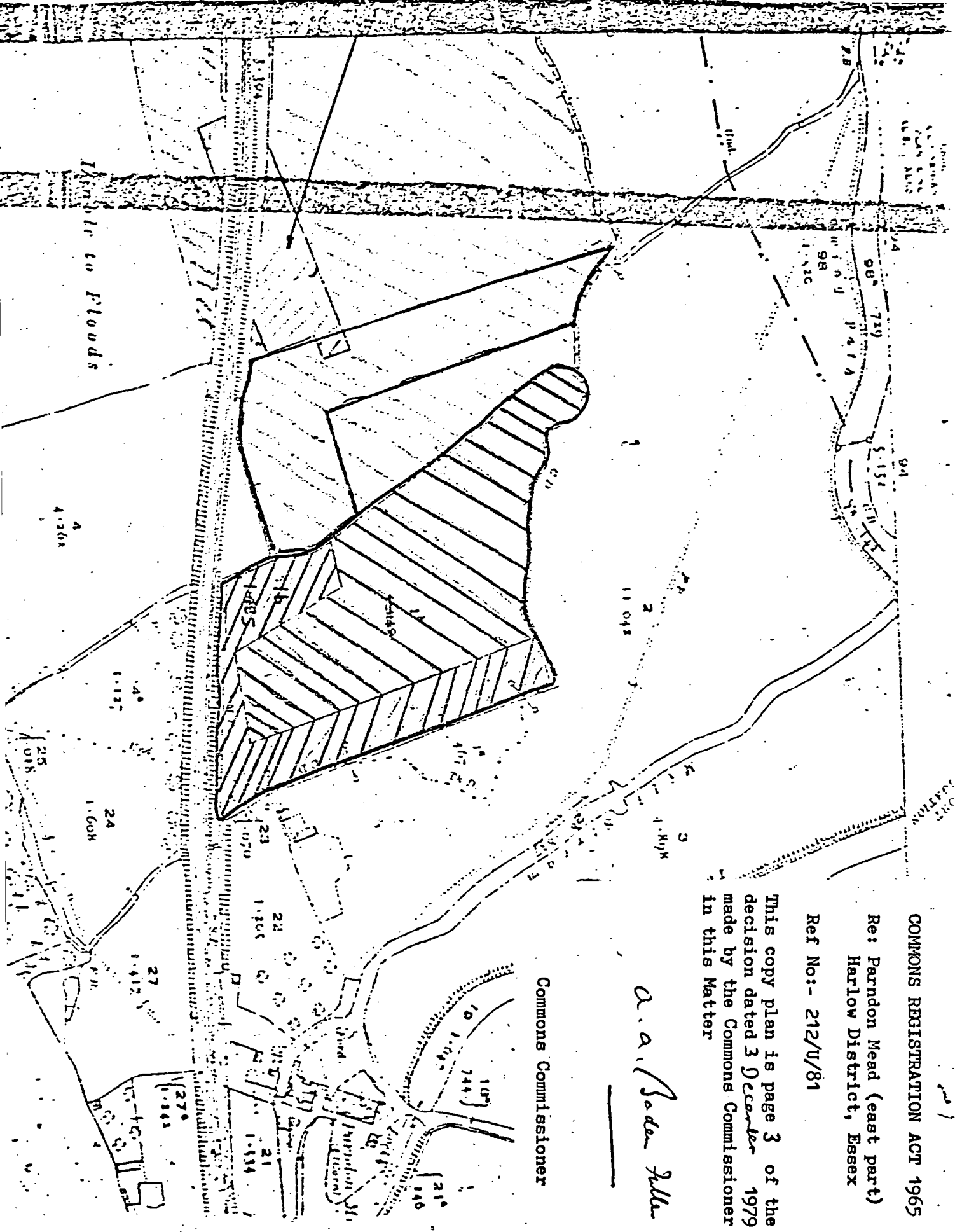
Mr D M Camp continuing his evidence produced the documents specified in the schedule hereto. As to the pieces of land Secondly and Thirdly mentioned in the 1965 assents and the 1975 conveyance, he explained that his father bought these strips of land while he was tenant of Roydon Lea Farm because somebody had said that they had been left them with neighbouring farms; his father never had a conveyance; he paid cash and hoped for the best!

Mr E H Camp in the course of his evidence said in effect:- He was born at Roydon Lea Farm in 1924 and ever since he remembered they had mown Parndon Mead. As to the use of the Unit Land for rugby, he produced a letter dated 14 October 1979 from the Hon Sec of Harlow Rugby Club confirming that they might use "the pitches known as the Meads until the end of April 1980 for the payment of the sum of £15"; he explained that he had been asked by a member about 3 years ago if he knew anywhere ~~where they could play~~, then arranged for them to play on the Unit Land for which they paid £10. His father had received wayleaves from the Eastern Electricity Board for two pylons on Parndon Mead.

In the 1964 agreement some of the lands thereby let are described as "portions of Lammas Lands on the oral evidence of Mr D M Camp and the documents he produced, I find Parndon Mead ~~were~~ <sup>was</sup> at any rate up to the time of the 1954 conveyance Lammas Land owned in strips and customarily grazed and mown as he described. He and his brothers and his father before them by taking for their own benefit all the hay, have in my opinion effectively disposed <sup>clear</sup> the other owners and thereby for themselves acquired a title under the Limitation Act 1939. Because the activities described by Mr Camp ~~were~~ by ~~the~~ persons concerned by virtue of their interest in Roydon Lea Farm and the strips mentioned in the 1966 assent and the 1975 conveyance, the title <sup>they</sup> so acquired must be considered as acquired for the benefit of the persons who were under those conveyances entitled. Accordingly I am satisfied that they are the owners of ~~some~~ <sup>the</sup> of the Unit Land in respect of which no rent was paid to the Harlow Development Corporation and I shall accordingly pursuant to Section 8(2) of the Act of 1965 direct Essex County Council as registration authority to register Mr Ernest Henry Camp of Post Office Foxton, Cambridgeshire, Mr David Morris Camp of Roydon Lea Farm, Roydon, near Harlow, Essex and Mr Murray Camp of Roydon Lea Farm as aforesaid as owners of ~~so much~~ <sup>the</sup> of the land in this register unit as is delineated on the copy plan being page 3 of this decision and which is thereon hatched black <sup>with</sup> northeast-southwest lines (being the ~~northeast~~ <sup>northeast</sup> part of such land).

As regards the remainder of the land although it is included in the 1964 agreement made by the Harlow Development Corporation, no claim to own it has been made on their behalf. Because I am only concerned with ownership for an estate in fee simple, and it is possible that the Corporation made the 1964 agreement under some less title I consider that I ought not, particularly as they have themselves made no claim, find in their absence that they are the owners. In the absence of any evidence that any other person could be the owner, I am not satisfied that any person is the owner of this part of the Unit Land, and it will therefore remain subject to protection under section 9 of the Act of 1965.

[Turn to page 4.



COMMONS REGISTRATION ACT 1965  
 Re: Parndon Mead (east part)  
 Harlow District, Essex

Ref No: - 212/U/81

This copy plan is page 3 of the  
 decision dated 3 December 1979  
 made by the Commons Commissioner  
 in this matter

*A.A. Bode filler*

Commons Commissioner



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

- (1) 11 February 1954  
Conveyance by which Mr A Cowdry and Mr J G Eve as personal representatives of Mr L J W Arkwright (he died 20 July 1950) with the concurrence of The Mark Hall Estate Company conveyed Roydon Lea Farm containing 112.368 acres to John Duke Camp, Ernest Henry Camp, David Morris Camp and Murray Camp; with the memorandum endorsed of a conveyance dated 17 March 1966 of 19.180 acres to the Harlow Development Corporation.
- (2) 14 September 1964  
Agreement by which Harlow Development Corporation let to Ernest Camp, Ernest Henry Camp, David Morris Camp, Murray Camp an arable field and the several portions of Lammas Lands as Parndon Mead as set forth in the Schedule and delineated on the plan attached.
- (3) 28 March 1965  
Probate of will of Ernest Camp (he died 16 March 1965).
- (4) 10 June 1966  
Assent by Mr R E Reed a personal representative of Ernest Camp in favour of Messrs J D, E M, D M and M Camp of 3 pieces of Lammas Meadow Land containing about 2 acres, 2 roods and 9 perches in Parndon Mead numbered 15, 43 and 21 on the tithe commutation apportionment map of Great Parndon as delineated in the margin of a conveyance dated 6 May 1970; and (2) pieces of land situated and being in Parndon Mead and Eastwick Mead which were occupied from 1919 and 1920 until 1964 by Ernest Camp since 1964 by the farmer partnership of E Camp & Sons.
- (5) 24 June 1975  
Conveyance by which J E Camp conveyed to Messrs E H Camp D M Camp and M Camp all his interest in (1) Roydon Lea Farm containing 92.688 acres and (2) lands described as in part II of the schedule to the said assent and (3) lands described in part I of the said assent.

Dated this 3<sup>rd</sup> day of December 1979.

*A. C. Baden Fuller*

Commons Commissioner