



COMMONS REGISTRATION ACT 1965

Reference No. 213/U/90

In the Matter of Randwick Playing Field,
Randwick, Stroud District, Gloucestershire

DECISION

This reference relates to the question of the ownership of land known as Randwick Playing Field, Randwick, Stroud District being the land comprised in the Land Section of Register Unit No. VG 197 in the Register of Town or Village Greens maintained by the Gloucestershire 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 Randwick Parish Council (letter of 8 July 1974) claimed to be the freehold owner of the land in question and no other person claimed 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 Gloucester on 23 November 1978. At the hearing (1) Randwick Parish Council were represented by the Rev and Hon N R Morrison their chairman; (2) Mr D F S Northcott who is the treasurer of the Randwick Social Committee attended in person on their behalf; and (3) the Charity Commission were represented by Mr A B Rabagliati. Shortly before the hearing the Charity Commission said (letter of 17 November 1978) that their files contain evidence to the effect that there is a charitable interest in the whole or part of the land and raised the question whether the provisions of section 8(4) of the 1965 Act refer back not only to section 8(3) but to section 8(2) as well.

Mr Morrison who is Vicar of Randwick in the course of his evidence produced: (1) a conveyance dated 2 September 1949 by which Mr E J Wheeler and Barclays Bank Limited sold and conveyed to Randwick Parish Council a piece of land containing 5 acres being part of Ruscombe Farm; and (2) a lease dated 10 July 1963 by which the Parish Council demised to Messrs H J Keene, L Axford, H A Harp and A J B Haines with the consent of the Minister of Housing and Local Government (a minute of 12 December 1962) the land described in the First Schedule from 24 June 1963 for 99 years at the yearly rent of 1/- upon the trusts set out in the Second Schedule being trusts for the purpose of a Village Hall and Playing Fields for the use of Randwick and the neighbourhood and for the other purposes of the charity thereby founded. He said (in effect among other things):- The lands ("the Unit Land") in this Register Unit (in the Register stated to contain about 5.04 acres) is the same as that comprised in the 1949 conveyance and in the 1963 lease. The lessees under the lease had been selected at a general meeting in the Village and subsequently the Hall was built as contemplated by the lease, and is now so used.



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During and after Mr Morrison's evidence, there was some discussion as to how if at all the charitable trusts applicable to the 99 year lease could or should be recorded in the Register, it having appeared that the Unit Land had been treated as a village green not by reason of any legal rights attached in perpetuity to the land itself but by reason of the recreational charitable trust attached to the 99 year lease. Although nobody suggested that the Parish Council should not be registered as owners, I was asked to consider directing that some record be made on the register specifying the extent or nature of the charitable trust applicable.

On this reference made under section 8 of the 1965 Act, I am concerned to determine who is the owner. In section 22 of the Act "owner" is defined as referring to ownership of a legal estate in fee simple, indicating I think that I am not concerned with the ownership of any leases to which the land may be subject. It may be that if objection had been made in due time, the registration in the Land Section would in appropriate proceedings have been avoided; but now in the absence of any objection this registration has become final, and I have not on this reference nor on any other reference which could now be made to me any jurisdiction to alter it. In the result it may be that the Parish Council will on the expiration of the lease find themselves restricted as to the use they can make of the land and perhaps there will be problems; and there may be a present problem as to the applicability of sub-section (4) of section 8. If these problems arise, it will be open to any tribunal concerned to consider the 1949 conveyance and the 1963 lease whether or not they are mentioned in the Ownership Section of the Register, and I ought not I think to confuse the position by expressing any opinion about questions which have not yet arisen and may never arise and over which I am by the Act given no jurisdiction. Accordingly I refuse to do any more and consider who is the owner of the Unit Land for an estate in fee simple.

C. The evidence summarised above, I am satisfied that the Parish Council are of the Unit Land the owners within the only meaning of the word with which I am concerned, and I shall accordingly direct Gloucestershire County Council as registration authority to register Randwick Parish Council as the owner of the land under section 8(2) of the Act of 1965, and such direction will contain no mention of the 1963 lease or the charitable trust which may be applicable to the term thereby granted.

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 17th - day of January 1979

a. a. Baden Fuller

Commons Commissioner