



In the Matter of Lake Semer Water,
Bainbridge, Richmondshire District,
North Yorkshire

DECISION

This reference relates to the question of the ownership of part of the land known as Lake Semer Water, Bainbridge, Richmondshire District being the land comprised in the Land Section of Register Unit No CL. 197 in the Register of Common Land maintained by the North Yorkshire County Council of which said part 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 following persons claimed to be the owners of some part of the land:- (1) Mr T W R Iveson and others in 1974 represented by Willan & Johnson, Solicitors of Hawes, (2) Mr G W Fawcett, (3) Mr R Mudd, (4) Mr Arthur Dower, (5) Mr R F Kettlewell, (6) Mr N J M Bennett, (7) Mr C J and Mrs M Baker, and (8) Dr & Mrs J B Blomfield. Willan & Johnson in a letter dated 20 January 1977 said that Mr G W Fawcett had disposed of the whole of his land adjoining the Lake to Dr Blomfield and did not wish to pursue his claim for ownership, and that Mr R F Kettlewell had disposed of some of his land to Mr C J Baker. 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 Richmond on 9 February 1977. At the hearing: (1) Mr R F Kettlewell (2) Mr R Mudd, (3) Mr C J & Mrs M Baker, (4) Mr A H and Mrs J B Dower, (5) Dr J B and Mrs M E Blomfield and (6) Mr A W Iveson, Mr T W R Iveson, Mrs D M Addison and Mrs E Tooth were all represented by Mr E R D Johnson solicitor of Willan & Johnson, Solicitors of Hawes; (7) Mr N J M and Mrs A L Bennett were represented by Mr I C Scott, solicitor of Malcolm E Scott & Son, Solicitors of Leyburn; and (8) Mr P B Clay was represented by his wife Mrs P M Clay.

The land ("the Unit Land") comprised in this Register Unit is a tract of land covered by water a little over half a mile long and having a width varying between about 300 and about 600 yards; on the OS map of 1912, Semer Water is marked as No 782 containing 84.491 acres. Crooks Beck (fed by Marsett Beck, Raydale Beck and Cragdale Water) flows in at the south end; Little Ings Sike and another sike by Low Blean Farm flow in at or near the northeast corner; the water flows out at the north end, being there the source of the River Bain. The northeast bank for about 300 yards is for the public easily approachable from the road from Countersett to Stalling Busk; there the bank is hard and flat, suitable for launching small boats. The other banks are relatively inaccessible being steep or damp or covered with waterside scrub.

The Unit Land is registered in the Land Section in consequence of a registration (now undisputed) in the Rights Section made on the application of Mr C Metcalfe of a right attached to Low Blean Farm to fish in and over the Unit Land. Mr Metcalfe





is also registered in the Ownership Section as owner of part ("The Metcalfe Sector") being a sector of the Unit Land bounded on the northwest and the southsouthwest by two straight lines meeting at a point ("the Middle Point") approximately in the centre of the Unit Land and bounded on the east by the east boundary of the Unit Land opposite Low Blean Farm.

Mr Johnson in the course of his evidence produced a large folio book entitled Aysgarth Union Valuation of the Township of Bainbridge which included a Bainbridge Township Plan by Edward Broderick 1872 and six epitomes of title to the lands adjoining the Lake, in respect of the ownership of Mr A W Iveson, Mr W R Iveson, Mrs D M Addison and Mrs E Tooth ("the Iveson Owners"), Mr R F Kettlewell, Mr A H & Mrs J B Dower, Dr J B & Mrs M E Blomfield, Mr R Mudd, and Mr C J & Mrs M Baker. As to these epitomes see Parts I to VI of the First Schedule hereto.

He said (in effect):- If the delineation of the boundaries as shown on the Register map is accepted as correct, the south part (on either side of where Crooks Beck flows into the Lake) is not covered by water (in accordance with the description in the Land Section of the Register) but is dry land. There is a Smer Water Sports Association, the committee of which represents the owners and tenants of the lands adjoining the Lake, and those concerned with fishing, sailing and power boating on the Lake. The fishing is better on the south and east sides; the northeast end is the access part for recreation. He understood from Mr Metcalfe that he, on behalf of the Association, arranged for fees to be collected for car parking and launching boats and that these fees were divided between the owners of the land on the north side of the Lake (being Mr Metcalfe and the Iveson Owners). Each owner of land by the Lake let the fishing from his own bank, currently either to the Wensleydale Angling Association or to the Bradford City Angling Association (he produced a copy of a lease dated 1 April 1971 made by the Iveson Owners to the trustees of the Bradford Association, and said he understood the other lettings were oral).

Mrs Clay disputed the ownership claim made by Mr Johnson on behalf of Mr Kettlewell, questioned Mr Johnson about it, and produced a copy of a statutory declaration made on 28 January 1966 by Mr J F Outhwaite who had lived at Carr End Farm since 1906 (his father until 1946 and afterwards he were tenants and he became owner on 18 July 1944). Mr Scott produced an abstract of the title of Mr N J M and Mrs A L Bennett to land adjoining the Lake; as to this abstract see Part VII of the said Schedule.

Mr W H Ashwin of Smiths Gore, chartered surveyors of Leyburn, in the course of his evidence explained how Mr Wrightson of his firm acting for Mr Clay in 1966 surveyed the south shore of the Lake for the purpose of reviewing the delineation of it on the 1912 OS map. He said that he knew that about 40 years ago the River (Crooks Beck) changed its course, instead of entering the Lake (wholly or partly north of OS plot no 787, it started to flow as it does now (wholly) south of plot no 787 and north of plot no 830a.

Mrs P B Clay who has lived at Carr End Farm since 1966, and has known Carr End for 20 years (her husband has known it for 40 years; before 1966 he rented the house from Mr Outhwaite) in the course of her evidence said (in effect):- When she first knew the Lake, it was used by local people for swimming and fishing and there was a certain amount of water skiing. Some time, possibly about 1952, they formed Smer Water Sports Association to regularise the use of the Lake by local people and by people further away. The present chairman of the Committee is Dr Blomfield; she and her husband are members of the Association,



but they do not receive any part of the rents collected by the Association from the Wensleydale Angling Association. She understood that the agreements with the Angling Association permitted fishing by riparian owners and their friends, and that the Lake had been stocked with trout by the Wensleydale Association. The fishing was mostly from the bank but she had seen a few people fish from a boat; the Bradford Association fish from the bank.

Mr Johnson contended ("the Sector Contention") that the Lake is owned by the owners of the riparian land in sectors up to the Middle Point, and said that the epitomes he produced showed the riparian ownership of his clients. Mr Scott supported the Sector Contention and relied on the abstract of title he had produced; see part VII of the said Schedule. Mrs Clay agreed the Sector Contention but did not at the hearing produce any abstract of Mr Clay's title; since the hearing his solicitors H Collinson & Co of Halifax have sent me certified copies of the documents listed in Part VIII of the said Schedule.

Two days after the hearing I inspected the Lake from its northern end. It had been raining a lot, and from the scrub projecting through the surface of the water, it was apparent that much of the land which in other conditions might have been dry, was then flooded.

I will consider first the Sector Contention. Mr Johnson referred me to Halsbury Laws of England (4th edition 1973) volume 4, tit Boundaries paragraph 853, and Hunt on Boundaries and Fences (6th edition 1912), particularly the references in these works to Mackenzie v Banks (1879) 3 AC 1324 and Marshall v Wileswater (1863) 3 B&S 732. He contended that ownership of the Lake up to the Middle Point should be presumed from that of the riparian land, notwithstanding that the parcels and deeds produced did not (except as next mentioned) refer particularly to the Lake. Exceptionally the parcels of the 1959, 1970, 1973 and 1976 conveyances and 1969 assent produced in support of the claims of Mr Bettlewell and Mr & Mrs Baker contain the words "together with such portion of the bed of Lake Samedale as is appurtenant thereto"; after the hearing, Willan & Johnson sent me a conveyance dated 15 June 1944 relating to the same claims which also contains these words.

In Marshall v Wileswater supra, Wightman J said: "Whether the soil of lakes, like that of freshwater rivers, prima facie belongs to the owners of the land...on either side ad medium filum aquae or whether it belongs prima facie to the King, in right of his prerogative...it is not in this case necessary to determine..." However in Bristow v Cormican (1878) 3 AC 641 Lord Blackman at page 666 treated the above quoted words of Wightman J as giving no countenance to the suggestion that the Crown, of common right, is entitled to the soil of lakes, and with reference to the law as to land covered by still water being the same as the law as to land covered by running water said: "I own myself to be unable to see any reason why the law should not be the same, at least where the lake is so small or the





adjoining manor so large that the whole lake is included in one property. Whether the rule that each adjoining proprietor where there are several is entitled usque ad filum aquae should apply to a lake is a different question. It does not seem very convenient that each proprietor for a few acres fronting on Lough Neagh should have a piece of the soil of the Lough many miles in length tacked on to his frontage..." In Mackenzie v Bankes supra Lord Selborne at page 1338 said (speaking of the law of Scotland) "...the entire lake, if surrounded by land of a single proprietor belongs to that proprietor as a "pertinent" of his land. If there are more riparian proprietors than one, it belongs "rateably" to them all. So far as relates to the solum fundus of the lake, it is considered belonging severally to the several riparian proprietors if more than one; the property usque ad medium filum aquae being deemed appurtenant to the land of that proprietor, exactly as in the common case of a river. But for reasons which may be presumed to be found in part, if not wholly, on the irregularity of configuration, frequent in lakes, this ex adverso rule is not extended, by the law of Scotland, to these rights (such as boating, fishing and fowling) which are exercised in or upon the surface of lake waters. These are to be enjoyed over the whole water space by all riparian proprietors in common subject (if need be) to judicial regulation. In the same case Lord Blackburn at page 1340 says "where there is a lake with different proprietors on each side...and there may be evidence of possession for such a long time as to show...there has been "promiscuous possession" to adopt the phrase which has been used and which appears to be an expressive one... the law of Scotland seems to be established thus far, that as regards the rights which their nature can only be enjoyed in severality, such as dredging for marl where marl exists in the bed of the lake...those rights are to be enjoyed in severality...But there are some rights which owing to the nature of a lake cannot conveniently be enjoyed in severality. Those who are proprietors upon the shores of a lake may boat upon it, catch fish or shoot wild fowl upon it. If you were to apply the same rule as would be applied to a river, the man who had a few yards of land upon the edge of a lake should have attached to it a right to have what I may call a long projecting promontory of water perhaps miles long tacked on to his land he would of course have a right to say, I myself will sail up and down this narrow strip of land covered with water. I will fish and I will shoot there. I will take care not to go over the boundary on either side and nobody shall come up into my long narrow strip. This would be a very inconvenient practice..."

It is I think, established that where a lake is surrounded by the land of one proprietor it is presumed to be in his ownership, see Halsbury Laws of England (third edition 1962) volume 39 tit Waters at paragraph 674. In my opinion the same presumption necessarily applies where a lake is surrounded by the land of several proprietors; the ownership must be divided between them either "rateably" as suggested by Lord Selborne, or "ad medium filum aquae" as suggested by Lord Blackburn. The difficulty is that there appears to be no judicial authority as to how the words "rateably" or "ad medium filum aquae" which are clear enough in the case of a river are to be interpreted in relation to a lake through which water flows without there being an obvious medium filum.





In the case of this lake, if Crooks Beck and the River Bain are regarded as the only relevant feature, the medium filum might be drawn merely by joining the points where these rivers flow in and out of the Lake. If regard be had to the sikes which flow into the Lake the medium filum would be shaped like an asterisk. If regard be had to the line of maximum flow, the line might be otherwise, and practically difficult to ascertain. However it is drawn some absurdity is unavoidable. The question I am now considering is unreal in that it only arises by reason of the Lake having become common land within the meaning of the 1965 Act as a result of Mr Metcalfe having registered a right to fish in and over it by reason of such registration having become final; the actual use of the Lake will, I suppose, continue to be "promiscuous" in the sense mentioned by Lord Blackburn; it was not suggested that there is any marl or valuable mineral under this Lake.

It seems to me that the exact locality of the "medium filum" for the purposes of the presumption above mentioned, is a question of fact to be determined as regards each lake having regard to all the relevant circumstances, particularly the shape of the Lake and the position of the streams flowing into it. Unlike a river, ownership of a lake can never depend solely on a legal presumption, because the shape of the lake must always be a fact in evidence of some relevance; the shape of a river can seldom provide any reason for rejecting the line of flow as the medium filum. There is I think no reason in law why the medium filum of a lake should not be a point (as suggested by Mr Johnson) notwithstanding the word filum is not usually used as including or meaning a point.

Nobody at the hearing suggested that the medium filum as regards this Lake should not be the Middle Point. Having looked at the Lake I conclude that any other medium filum which I might be inclined to draw would in the circumstances in which this Lake has been used not be more sensible than that suggested by Mr Johnson. Being a question of fact, I conclude that I ought to accept the general agreement of those present at the hearing, and accordingly my decision is that the Sector Contention succeeds.

In anticipation of the decision I am reaching on the evidence, I have in the Second Schedule hereto defined the various sectors into which for ownership purposes the Unit Land must be considered as divided. As regards the Iveson Sector, the Blomfield Sector, the Dower Sector, the Mudd Sector and (subject to a question below discussed) the Baker Sector, there is no difficulty in giving effect to the Sector Contention; the epitomes of title produced in my opinion show ownership of the riparian lands as claimed by Mr Johnson.

To the part of the Unit Land fronting on OS No 787 there were conflicting claims on behalf of Mr Kettlewell and on behalf of Mr Clay. The plans attached to and the description in the 1959 and 1970 conveyances of Mr Kettlewell expressly include no 787. But against these conveyances, I have the 1966 declaration of Mr Outhwaite: "By reason of certain works done some 40 years ago (1926) the level of Lake Semer Water was reduced with the result that a considerable area of land formerly under water was taken into cultivation and has in fact been





cultivated ever since. I can say of my own knowledge that field 824 as delineated on the said plan hereto attached has been occupied successively by my said father John Outhwaite and by me from the year 1914 without interference by any party: "Number 787 is now, and has (so I infer from Mr Outhwaite's declaration) always been separated from the rest of the land of Mr Kettlewell comprised in his 1959 and 1970 conveyances by Crooks Beck; Mr Johnson when questioned by Mrs Clay said that he had no evidence to dispute that no 787 had been always farmed with Carr End and that his firm had been concerned with various sales of Kettlewell land which included land adjoining the Lake and that during the few weeks before the auction Mr and Mrs Clay raised the question of the ownership of no 787 and because of this it was withdrawn from the sale.

Mrs Clay agreed that much of the Unit Land as delineated on the Register map is now dry land; her evidence considered by itself was not very clear; I am I think entitled to interpret it (she was conducting her husband's case) in the light of the questions (which were more statements of fact than questions) which she had earlier in the proceedings put to Mr Johnson; so interpreted she said that the boundary of Carr End Farm as she and her husband had known it has always (in effect) been Crooks Beck as it now flows south and east of no 787 and any dry land which has accrued to no 787.

Although Mr Outhwaite's declaration does not expressly mention no 787 and the dry land which he apparently assumes went with it, I find that no 787 and the dry land that has accrued to it now and has for many years belonged to Carr End Farm and accordingly very considerable doubt is cast on the evidentiary value in relation to no 787 of Mr Kettlewell's 1959 and 1970 conveyances; so much so that I am not satisfied that he is now the owner of no 787 or any dry land that has accrued to it. My decision is therefore that his claim to a sector of the Unit Land based on such ownership fails.

On the evidence given at the hearing and on the 1966 conveyance sent to me subsequently, I am satisfied that Mr Clay is the owner of Carr End Farm and of no 787 and of any dry land which has accrued to it, and accordingly entitled to a sector of the Lake.

Because much of what was water when the 1912 OS map (1/2500) was made, is now dry land, there was at the hearing some discussion as to where the radial line from the edge of the Unit Land to the middle point should be drawn in relation to the claims of Mr and Mrs Bennett, of Mr Clay and of Mr and Mrs Baker. Any line drawn to the mouth of Crooks Beck as marked on the 1912 map would be in a slightly different position from a line drawn to the mouth of the stream as it now is.

The gradual accretion of land from water belongs to the owner of the land gradually added to, see Theobald, Law of Land (2nd edition 1929) page 238 and the judgment in Brighton v Hove 1924 1 Ch 372. The cases cited in Theobald mostly relate to accretion of land from the sea, but the same principle is applicable to accretions from a river, see Foster v Wright (1878) 4 CPD 438 at page 448. Having regard





to these principles, I am of the opinion that the riparian land plans on the conveyances produced to me should be construed as indicating water edge boundaries so that dry land which has accrued to the OS nos delineated on the plans must be treated as included in such nos, so that the riparian owners of this part of the Unit Land own dry land with a boundary which is gradually varying; there is I think no legal objection to such a variable boundary.

In accordance with the preceding paragraph I give my decision on the basis that the Unit Land is as described in the Register a "tract of land covered with water known as Lake Semer Water", that these words are the dominating description and that the words "as marked with a green verge line" are subordinate and are not sufficient to include in the registration land which is not covered with water. Owing to the silt carried down by Crooks Beck, by the variation of the flow of the water and of the weather, the tract of land covered with water known as Lake Semer Water has changed and probably will continue to change gradually and imperceptibly. In my opinion there is no legal objection to registered land having such a variable boundary.

My conclusion therefore is that between sectors respectively claimed by Mr Clay and Mr and Mrs Baker the boundary is the line which passes through the mid point of Crooks Beck where such beck flows into the Unit Land and the circumstance that this point cannot be precisely positioned and may from time to time change according to the vagaries of the Beck is no objection to it being a boundary.

As between the sectors respectively claimed by Mr and Mrs Bennett and by Mr Clay, Mr Scott contended that the radial line from the middle point should pass through the south corner of OS no 787 but with the modification that he did not claim the dry land which had accrued to no 787 which was north of this line.

It seems to me that the principle of gradual accretion of dry land above mentioned is inapplicable to these two last mentioned sectors, because I infer that Crooks Beck ceased to flow between OS nos 787 and OS no 786 suddenly as a result of the works mentioned by Mr Outhwaite or the change of course mentioned by Mr Ashern. As a result of this sudden change the boundary which was then the middle line of this northern branch of the Beck's outflow became fixed. So the radial dividing line would pass through the mid point of this former mouth as it was when the change happened.

I have no definite evidence from which I can fix this point; however being under a duty to fix it somehow, I shall fix it arbitrarily as being half way between the "B" of "Boat House" near the south corner of plot no 783 and the "S" of "Sand" near the north side of plot no 787 on the 1912 OS map.

For the above reasons I am satisfied that the persons whose names and addresses are set out in the first column of the Third Schedule hereto are respectively the owners of the parts of the Unit Land described in the second column of such Schedule, and I shall accordingly direct the Hampshire County Council as registration authority to register such persons as the owners of such parts of the Unit Land under section 8(2) of the Act of 1965. Because the address in the Third Schedule may be out of date (they are mostly taken from the conveyance produced), I give those concerned liberty to report any changes; such report should be made within 6 weeks of this decision being sent out, by letter to the Clerk of the Commons Commissioners.

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.



FIRST SCHEDULE
(title documents)

I. Mr A W Iveson, Mr T W R Iveson,
Mrs D M Addison and Mrs E Tooth

(a) Riparian OS No 608:-

- (1) 14 March 1921, conveyance by which Mr V V Wayman and his mortgagees conveyed to Messrs W and T T Iveson the freehold estate known as Low Fors containing about 259 a 1r 33p in the occupation of Edward Fawcett as tenant
- (2) 15 March 1947, 15 March 1967 and 5 April 1973, appointments by which the above named became trustees of the statutory trusts affecting the property

(b) Riparian OS Nos 609 and 609a:-

- (3) 20 January 1948, assent by which the personal representatives of Mr T T Iveson (he died 4 March 1934) assented to the vesting in Mr A T Iveson, Mr W E Iveson and Miss I Iveson of (among other lands) Mill Top Farm containing about 109.960 acres
- (4) 31 March 1968 appointment by which the above named became trustees of the said assent

II. Mr R F Kettlewell

Riparian OS No 787:-

- (1) 2 October 1959, conveyance by which Mr F F Titley conveyed to Mr T Thornton-Berry Stalling Busk Farm containing about 637.245 acres delineated on the attached plan with OS Number and quantities (inter alia):-

"787 Crooks Allotment 1.292"

- (2) 4 April 1968 probate of will of Mr Thornton-Berry (he died 13 October 1967)
- (3) 9 July 1969 assent by his personal representatives in favour of Mr H W T Thornton-Berry
- (4) 2 December 1970, conveyance by which Mr H Thornton-Berry conveyed to Mr R F Kettlewell Stalling Busk Farm by plan and description similar to that referred to in the 1959 conveyance

III - Mr A H and Mrs J B Dower

Riparian OS No 784:-

- (1) 5 January 1962, conveyance by which Mr S M I Flugel conveyed to Mr E and Mrs M H Hall, Old Hall Farm containing about 253.090 acres
- (2) 10 April 1969, conveyance by which Mr and Mrs Hall conveyed to Mr and Mrs Dower Old Hall Farm

IV. Dr J B and Mrs M E Blomfield

(A) Riparian OS Nos 626 and 626a:-

- (1) 18 July 1953, conveyance by which Mrs E Pratt conveyed to Mr G W Fawcett house and land containing 70.652 acres

(B) Riparian OS Nos 743 and 743a

- (2) 8 April 1961, conveyance by which Mr J Bradley conveyed to Mr G W Fawcett pasture land containing 12.197 acres

(C) Riparian OS Nos 626, 626a, 743 and 743a:-

- (3) 14 July 1975 conveyance by which Mr Fawcett conveyed to Dr & Mrs Blomfield pastures containing 16.129 acres

V. Mr R Mudd

Riparian OS No 836:-

- (1) 23 November 1920, conveyance by which Mr R Law conveyed to Mr J Sayer, Hill Top Farm containing about 100.562 acres and Stake Allotment containing 63a 3r 2p
- (2) 25 October 1944, probate of will of J Sayer (he died 27 July 1944)
- (3) 3 November 1948, conveyance by which his personal representatives conveyed to Mrs M A Blenkinsop the said 105.562 acres and the said 63a 3r 2p
- (4) 4 January 1966, conveyance by which Mrs M A Blenkinsop conveyed to Mr Mudd parts of Hill Top Farm containing 25.412 acres and 63a 3r 2p

VI Mr C J and Mrs H Baker

Riparian OS Nos 830a, 831 and 833:-

- (1) 2 October 1959 conveyance, see II(1) above





- (2) 4 April 1968, probate, see II(2) above
- (3) 9 July 1969 assent, see II(3) above
- (4) 2 December 1970 conveyance, see II(4) above
- (5) 31 December 1976 conveyance by which Mr Kettlewell conveyed to Mr & Mrs Baker land forming part of Stalling Busk Farm containing 88.789 acres

VII . Mr N J M and Mrs A L Bennett (abstract produced at hearing by Mr Scott)

Riparian OS No 786:-

- (1) 16 November 1959 assent by which Miss S M I Flugel as personal representative of Mr J C Flugel (he died 6 August 1955) assented to the vesting in herself of Countersett Farm containing 253.070 acres, Wood End and Thorns Farm containing about 220.288 acres and Countersett In Farm containing 40.630 acres
- (2) 14 December 1969, assent by which Westminster Bank Limited as personal representatives of Mrs S M I Flugel (she died 14 September 1969) assented to the vesting in Mr N J M Bennett of Wood End and Thorns Farm
- (3) 23 December 1974, conveyance by which Mr Bennett conveyed the said Farms to himself and Mrs Bennett

VIII Mr P B Clay (sent after the hearing)

Riparian OS No 787:-

- (1) 31 January 1966 conveyance by which Mr J F Outhwaite conveyed to Mr Clay Carr End Farm containing 121.773 acres
- (2) 28 January 1966, declaration by Mr J F Outhwaite

SECOND SCHEDULE
(definitions)

- 1 The "Unit Land" means the land covered by water known as Lake Semer Water as marked on the Register map and designated with the number (CL. 197) of this Register Unit.
- 2 The "Metcalf Sector" means the part of the Unit Land of which Mr Carl Metcalfe was on 23 January 1970 registered as the owner.
- 3 The "Middle Point" means the ~~east~~^{WEST} corner of the "Metcalf Sector", being a point at or near the centre of the Unit Land.





- 4 The "1912 map" means the OS map scale 1/2500, sheet LXVI.14 printed and published in 1912.
- 5 The "Iveson Sector" means the north part of the Unit Land enclosed by two straight lines both of which pass through the middle point, one of which is the same the boundary line of the adjoining Metcalfe Sector and the other of which passes through the point on the boundary of the Unit Land which is nearest to the south corner of plot no 609a (containing 4.156 acres) on the 1912 map.
- 6 The "Blomfield Sector" means the northwest part of the Unit Land enclosed by two straight lines both of which pass through the middle point, one of which is the same as the boundary of the adjoining Iveson Sector and the other of which passes through the point on the boundary of the Unit Land nearest to the south corner of plot no 743 (containing 0.511 acres) on the 1912 map.
- 7 The "Dower Sector" means the west part of the Unit Land enclosed by two straight lines both of which pass through the Middle Point, one of which is the same as the boundary of the adjoining Blomfield Sector and the other of which passes through the south corner of plot 783 (containing 1.315 acres) of the 1912 map.
- 8 The "Bennett Sector" means the southwest part of the Unit Land enclosed by two straight lines both of which pass through the Middle Point, one of which is the same as the boundary of the adjoining Dower Sector and the other of which passes through the point which would if marked on the 1912 map be half way between the "B" of "Boat House" near the south corner of plot no 783 and the "S" of "Sand" near the north side of plot no 787.
- 9 The "Clay Sector" means the south part of the Unit Land enclosed by two straight lines both of which pass through the Middle Point, one of which is the same as the boundary of the adjoining Bennett Sector and the other of which flows through the mid point of the Crooks Beck where such Beck flows into the Unit Land south of plot no 77 (containing 2.562 acres) on the 1912 map and north of plot 830a (containing 1.473 acres) on the 1912 map.
- 10 The "Baker Sector" means the south part of the Unit Land enclosed by two straight lines both of which pass through the Middle Point one of which is the same as the boundary of the adjoining Clay Sector and the other of which passes through the point of the boundary of the Unit Land which is nearest to the point which is both the east corner of plot 833 (containing 10.215 acres) and the northwest corner of plot 836 (containing 3.795 acres).
- 11 The "Mudd Sector" means the southeast part of the Unit Land which is enclosed by two straight lines both of which pass through the Middle Point, one of which is the same as the boundary of the adjoining Baker Sector and the other of which is the same as the boundary of the adjoining Metcalfe Sector.
- 12 In this Schedule land not covered by water is treated as excluded from the Unit Land, and all plot nos are to be taken as including land which has since the 1912 map was made accrued to such plots from the Lake by reason of silt being carried into the Lake by Crooks Beck or of the level of the Lake having become lower or by any other gradual imperceptible cause.

LANDSCHEDULE OVER





THIRD SCHEDULE
(the decision schedule)

<u>Persons to be registered as owners</u>	<u>Part of Unit Land owned by them</u>
Mr Arthur Walton Iveson of 9A Tynedale Terrace, Hexham, Northumberland; Mr Thomas William Raw Iveson of The Mount Causey Hill, Hexham, Northumberland; Mrs Dorothy Margaret Addison of Greystone House, Kings Meaburn, Penrith, Cumberland; Mrs Esther Tooth of Baldwins Cottage, Ropes Lane, Fernhurst, near Haslemere, Surrey	Part of the Unit Land in the Second Schedule to this decision called the "Iveson Sector"
Dr John Brian Blomfield and Mrs Mary Elizabeth Blomfield, both of 40 Alwoodley Lane, Leeds	The part of the Unit Land in the Second Schedule to this decision called the "Blomfield Sector"
Mr Arthur Heranshaw Dower and Mrs Jean Bassett Dower, both of Larkfield House, Rawdon, near Leeds	The part of the Unit Land in the Second Schedule to this decision called the "Dower Sector"
Mr Nicholas John Michael Bennett and Mrs Ann Lorraine Bennett, both of 45 Pickwick Grove, Birmingham	The part of the Unit Land in the Second Schedule to this decision called the "Bennett Sector"
Mr Philip Barber Clay of Carr End Farm, Marssett Lane, Askrigg, North Yorkshire	The part of the Unit Land in the Second Schedule to this decision called the "Clay Sector"
Mr Christopher Baker and Mrs Margaret Baker of Home Farm, Stalling Busk, Askrigg, North Yorkshire	The part of the Unit Land in the Second Schedule to this decision called the "Baker Sector"
Mr Richard Mudd of Cubeck, Askrigg, North Yorkshire	The part of the Unit Land in the Second Schedule to this decision called the "Mudd Sector"

Dated this 25th day of July 1977

A. C. Boden Fuller

Commons Commissioner





COMMONS REGISTRATION ACT 1965

Reference No 268/U/104

In the Matter of Three Watering
Places, Bainbridge, Richmondshire
District, North Yorkshire

DECISION

This reference relates to the question of the ownership of land in three pieces, being Three Watering Places, Bainbridge, Richmondshire District being the land comprised in the Land Section of Register Unit No CL. 178 in the Register of Common Land maintained by the North Yorkshire 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 no person claimed to be the freehold owner of the land in question and no 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 Richmond on 10 February 1977. There was no appearance at the hearing.

In the absence of any evidence I am not satisfied that any person is the owner of the land, and it will therefore remain subject to protection under section 9 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 — 1977

a. a. Baden Fuller

Commons Commissioner