



COMMONS REGISTRATION ACT 1965

Reference No. 268/U/71

In the Matter of Roadside Waste, Hudswell
Richmondshire D., North Yorkshire

DECISION

This reference relates to the question of the ownership of land known as Roadside Waste, Hudswell, Richmondshire District being the land comprised in the Land Section of Register Unit No. CL.56 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 Mr R.W. Power claimed part of the land in question; no other person claimed to be the freehold 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 Richmond on 29 October 1974. Mrs A. Power attended the hearing on her own behalf and as representing her husband Mr R.W. Power.

The land ("the Unit Land") comprised in this Register Unit consists of three strips together containing (according to the Register map) 0.477 acres. Two of these (one about 230 yards long and the other about 100 yards long) are on the south side of, and the remaining one (about 20 yards long) is on the north side of, the motor road which runs east-west through the Village.

Mr and Mrs Power under a conveyance dated 27 September 1972 own a dwelling house "Innisfree", one of a row of houses on the south side of the longest of the three strips. She on behalf of herself and her husband claimed ownership of the part ("the Claimed Piece") of this strip, which is north of the front wall of their house and north of the gap between it and the adjoining house (this gap provides access from the motor road to the garden and other land at the back of the house). She contended that the 1972 conveyance and a conveyance dated 30 September 1957 (she produced both conveyances) showed that the north boundary of the land thereby conveyed was the south edge of the said motor road (meaning the made up part).

The description in the 1972 conveyance of the land thereby conveyed is: "All that dwellinghouse now known as Innisfree, but formerly known as the Nook situate in the South Row of the Village of Hudswell ... with the outbuildings and gardens behind and adjoining the same ... all which said property is more particularly described in a conveyance dated 30 September 1957". The description in the 1957 conveyance is: "All that ... dwellinghouse now known as Innisfree but formerly known as The Nook situate in the South Row of the Village of Hudswell ... with the stable cowhouse and other buildings thereunto belonging and the garden and paddock situate behind and adjoining the same Bounded on the north by the Town Street of Hudswell aforesaid on the south ..." Mrs Power contended (in effect) that the words: "the Town Street of Hudswell" as used in the 1957 conveyance meant the motor road through the Village.



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In my opinion these words are not used in the 1957 conveyance with this meaning. The Claimed Piece cannot I think, sensibly be regarded either as part of a "garden and paddock" or as "situate behind and adjoining the same" (being the descriptive words used in the 1957 conveyance). Most of the houses and other buildings of the Village are on either side of the said motor road; the Unit Land is between these houses and buildings and the road, being for the most part grass land, crossed by tracks and pathways providing access for vehicles and pedestrians from the road to the houses and buildings, and to the land behind them. The words "Town Street of Hudswell" can sensibly mean all the open land in the Village bounded by the front walls of the houses and buildings, that is the Unit Land, the made up part of the motor road and all the roadside verges. This meaning makes sense of the words above quoted, and is in my view that intended by the parties to the conveyance.

Further in my opinion the Claimed Piece cannot properly be regarded as within the words "outbuildings and gardens behind and adjoining the same", as used in the 1972 conveyance.

I attach no significance to Mrs Bound's statement (she was the vendor of Mr and Mrs Power) that she owned the front, or to Mr and Mrs Power having maintained the grass on the Claimed Piece. The 1972 conveyance made by Mrs Bound is inconsistent with her ownership of the front, and other persons have maintained the grass on the Unit Land without claiming to be the owners of it.

For the above reasons, I am not satisfied as to the ownership of Mr and Mrs Power. In the absence of any evidence as to the ownership of any other person, I am not satisfied that any person is the owner of the Unit 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 29th day of November 1974

a. a. Baden Fuller

Commons Commissioner

