



## COMMONS REGISTRATION ACT 1965

Reference No.27/U/38

In the Matter of the Military Road  
Verge, Heddon-on-the-Wall, Castle  
Ward R.D., Northumberland

DECISION

This reference relates to the question of the ownership of land known as the Military Road Verge, Heddon-on-the-Wall, Castle Ward Rural District being the land comprised in the Land Section of Register Unit No.CL.57 in the Register of Common Land maintained by the Northumberland 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 Squadron Leader Tom James (by his agents F. B. Hindmarsh & Partners) 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 Newcastle upon Tyne on 3 April 1973. The hearing was attended by Heddon Parish Council who were represented by Dr. B. J. Selman one of their members, by Squadron Leader Tom James (now residing in Kenya) who was represented by Mr. A. Walton chartered surveyor of F. B. Hindmarsh & Partners, Chartered Surveyors, Estate Agents & Valuers of Newcastle upon Tyne and by Mr. Kenneth Hale in person (he has lived in the village since 1966 and has some knowledge of the land).

Mr. Walton, giving evidence, said:- The land ("the Unit Land") comprised in this Register Unit is a long narrow strip south of and adjoining the road B.6518 (running west from the village of Heddon-on-the-Wall along or near the line of Hadrian's Wall). The Unit Land is a very small part of three pasture fields (C.S. nos.17, 18 and 20) included in an agricultural holding known as "Rudchester Farm". These fields are fenced from the road on the north side of the Unit Land; there is no fence on the south side of the Unit Land separating it from the remaining part of these fields. By a tenancy agreement (produced) dated 23 February 1953, Mr. C. W. James let Rudchester Farm on a yearly agricultural tenancy; the said three fields (areas 2.913, 17.059, and 21.175 acres) were included in the tenancy and the plan annexed to the agreement shows the Unit Land as included (without any difference) in the fields. Mr. Walton had been personally concerned with the negotiation of the tenancy agreement; after it was made, the rent payable under it was collected by his firm and accounted for to Mr. C. W. James until his death (25 March 1955) and thereafter to Squadron Leader James.

Mr. Walton as evidence of the title of Squadron Leader James produced an assent dated 24 January 1958 by which, after reciting the seisin at his death of Mr. C. W. James (subject to a mortgage), his will, his death, and the probate of his will, his executor assented to "the freehold premises containing in area 279.870 acres or thereabouts together with the farm buildings and premises known as Rudchester in the parish of Ovingham ..." vesting in Squadron Leader James for an estate in fee simple (subject to the mortgage). As showing the extent of Rudchester Farm in the



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past, Mr. Walton produced an indenture dated 9 August 1905 by which 290.676 acres of land as described in the second schedule and delineated on the plan annexed thereto, were conveyed to the use of Mr. C. H. S. James his heirs and assigns; the plan showed that the lands conveyed included the three fields above mentioned right up to the road and the schedule showed as included in the conveyance to Mr. C. W. S. James: "One (southern) half of Military Road ad medium filum". Mr. Walton also produced a schedule of deeds relating to Rudchester Farm among which was included an assent dated 1 August 1939 and made by the personal representatives of Mr. C. H. S. James in favour of Mr. C. W. James. Mr. Walton although not personally concerned before 1953 with Rudchester Farm knew Mr. C. W. James and had always understood that he had owned the Farm for many years.

Mr. Walton in answer to some questions by Dr. Selman said that there may be some thorn bushes along the southern boundary of the Unit Land but there is no hedge there.

Dr. Selman said that the Unit Land traditionally in the village had been wood land and grass separated from the rest of the Farm by an inner hedge part of which (scattered thorn bushes) still remained. He produced a statement signed by Mr. G. C. Watson: "This land was fenced in by the owner of Rudchester House about 1928-30 but fence was later removed by order of the County Council, was later refenced by owners of Rudchester about 1938-39" Dr. Selman said he did not himself wish to give evidence.

Mr. Hale in his evidence said:- He had known the land since 1966. The hedge along the north side of the Unit Land (between it and the road) is a younger hedge than the remains of an old hedge which was clearly in position along the south boundary of the Unit Land at one time. The existence of this former hedge is shown by slight banks along which there is now a row of hawthorn bushes. On being questioned by Mr. Walton he agreed that the Unit Land is now being effectively worked with stock by the farmer as part of the fields south of the Unit Land.

Neither Dr. Selman nor Mr. Hale claimed that the Unit Land was owned by the Parish Council or anyone other than Squadron Leader James.

On the evidence summarised above I conclude that the Unit Land is (as regards ownership) part of Rudchester Farm and I am satisfied that Squadron Leader James is owner of the Farm and also the owner of the Unit Land.

I shall accordingly direct Northumberland County Council as registration authority to register Squadron Leader Tom James as the owner of the land under section 8(2) of the Act of 1965. Mr. Walton asked the registered address to be care of his firm, so in my direction to the County Council I shall describe Squadron Leader James as formerly of Hawkwell Stamfordham Northumberland and now (being resident in Kenya) care of F. B. Hindmarsh & Partners, 107 Northumberland Street, Newcastle upon Tyne, NEL 7AP.

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 20<sup>th</sup> day of June 1973.

a. a. Baden Fuller