



COMMONS REGISTRATION ACT 1965

Reference Nos 209/D/299  
209/D/300

In the Matter of Ditsworthy Warren,  
Legistor Warren, Ringmoor Down and  
Yellowmead Down, all in Sheepstor,  
West Devon District, Devon

### DECISION

#### Introduction

This Matter relates to 53 registrations made under the 1965 Act. My decision as regards each of the registrations is set out in the Third (and last) Schedule hereto. The disputes which have occasioned this decision, the circumstances in which they have arisen, and my reasons for my decision are as follows.

These disputes relate to the registrations at Entry No. 1 in the Land Section and at Entry Nos. 1 to 55 inclusive (Nos. 5 and 41 have been replaced by Nos. 68 and 69 and Nos. 65 and 66), No. 57 and No. 58 in the Rights Section of Register Unit No. CL 188 in the Register of Common Land maintained by the Devon County Council and are occasioned by Objections (relating particularly to the Land Section) No. 59 made by The Lord Mayor, Aldermen and Citizens of the City of Plymouth ("Plymouth Corporation") and noted in the Register on 15 July 1970, No. 214 made by Mr Ernest Frederick Palmer and noted in the Register on 2 December 1970 and No. 348 made by Roborough Estate Trustees and noted in the Register on 2 December 1970; and Objections (relating particularly to registrations in the Rights Section) No. 78, No. 167, No. 168, No. 169, No. 171, No. 172, No. 173, No. 929 and No. 930 made by Sheepstor Commoners and noted in the Register on 15 May 1970, 14, 19, and 20 October 1970 and 18 August 1971, No. 347 made by Roborough Estate Trustees and noted in the Register on 2 December 1970, No. 1,003 and made by Maristow/Roborough Estate Trustees and noted in the Register on 11 September 1972, No. 1,093, No. 1,094 and No. 1,095 made by Mr Ernest Frederick Palmer and noted in the Register on 11 September 1972 and No. 1,148 made by Devon County Council and noted in the Register on 14 August 1972.

I held a hearing for the purpose of inquiring into the disputes at Plymouth on 24, 25, 26, 27 and 28 May, 6, 7 and 8 July, and 9, 10, 11 and 12 November 1982.

At the hearing (1) the Hon Henry Massey Lopes, the Hon George Edward Lopes, Mr George Christopher Cadafael Tapps Gervis Meyrick and Mr Joseph Robertson Cooke-Hurle as the Roborough and Maristow Estate Trustees mentioned in Objection No. 348 and No. 1,003 and as applicants for Ownership Section Entry No. 2, were represented by Mr T Etherton of counsel instructed by Farrer & Co., Solicitors of London; (2) Mr Ernest Frederick Palmer as Objector and applicant for the registration at Ownership Section Entry No. 1 attended in person; (3) South West Water Authority as successor in title of the Plymouth Corporation who not only made an Objection but were also applicants for the registration at Ownership Section Entry No. 3, were represented by Mrs F G Canning solicitor in their Legal Department; (4) Sheepstor Commoners Association who by their said secretary Mr R G Jones as "Sheepstor Commoners" made Objections, were represented by the said Mr E F Palmer as their Chairman; (5) Devon County Council as Registration Authority and makers of an Objection were represented by Mr P A G Browne, their

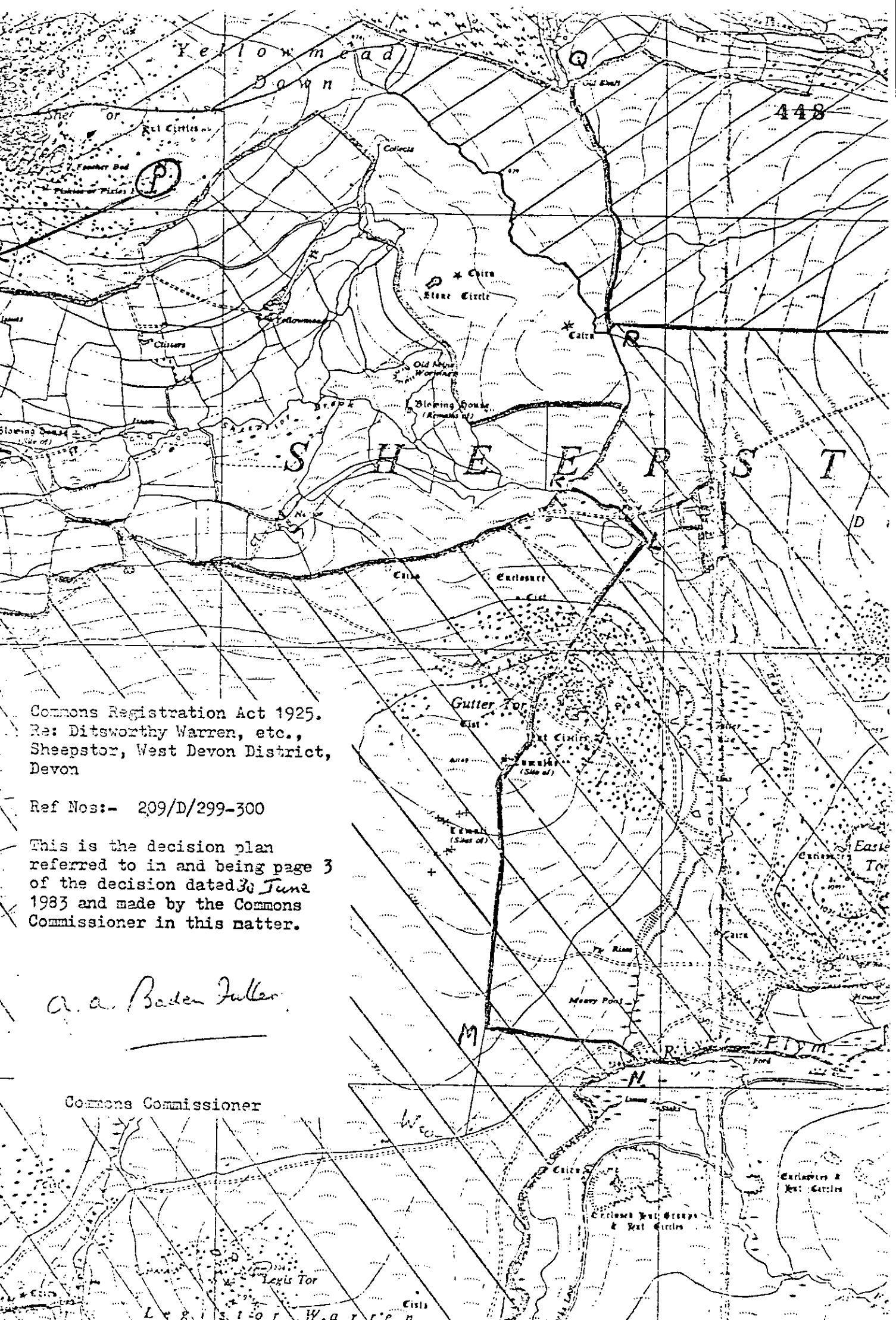


Senior Assistant Solicitor; and (6) the persons on whose application the Rights Section registrations were made or who are the successors in title of applicants or otherwise concerned with the registrations, were represented as stated in the First Schedule hereto either by Mr N A Theyer solicitor with Bond Pearce & Co. Solicitors of Plymouth, or by Mr P W Harker solicitor of Bellingham & Crocker, Solicitors of Plympton or by Mr A Goldberg/Mr R Toms solicitors of Arthur Goldberg, Solicitors of Plymouth or attended in person or otherwise as in such Schedule stated.

The land ("the Unit Land") in this Register Unit, in outline much like a "U" with an east-west axis, adjoins the north, east and south sides of the enclosed farm lands to the east of the village of Sheepstor. The southeast half of the Unit Land is about  $3\frac{1}{2}$  miles long extending from Lynch Common (one of the pieces comprised in Register Unit No. CL 191) on the southwest to the part of the boundary of the Forest of Dartmoor (Register Unit No. CL 164) lying between Eylesbarrow (1,490 feet) and the River Plym, on the northeast. The north half of the Unit Land is about 3 miles long extending from a line about  $\frac{1}{4}$  of a mile east and about 250 feet above Burrator Reservoir, on the west, to the part of the boundary of Walkampton Common (Register Unit No. CL 192) lying between a point near Combershead Tor and Eylesbarrow, on the northeast.

For the purpose of this decision, I define "the Palmer Objection Area" as meaning the part of the Unit Land coloured red on the plan referred to in Objection No. 214 made by Mr E F Palmer; this part comprises OS No. 271 containing 3.205 acres; the said plan also so colours OS No. 270 containing .348 acres (a short distance north of OS No. 271), but as I read the Register map, this smaller area is not included in the registration; however as there was no dispute about either OS No., in my definition of the Palmer Objection Area I include such part if any of OS 270 as is part of the Unit Land. Page 3 of this decision is a plan ("the Decision Plan") being an uncoloured extract from the Register map on which I have marked the Palmer Objection Area with the letter P. I define "the WA Objection Area" as meaning the Part of the Unit Land shown in black hatching on the plan attached to Objection No. 59 made by the Plymouth Corporation; as my copy of such plan omits the letter G referred to in the Objection, I have on the Decision Plan marked the west boundary of the WA Objection Area by a thick black line QR; the south boundary of the WA Objection Area lies (as near as may be) along the watershed between that of Narrator Brook (flowing into Burrator Reservoir) on the north and that of Drizzle Combe (flowing into the River Plym) on the south. I define the Roborough Objection Area as the part of the land edged red on the map enclosed with Objection No. 348 made by Roborough Estate Trustees which is to the west of the thick black line which I have marked KLMN on the Decision Plan; the Roborough Objection Area comprises between one-third and one-half of the south half of the Unit Land, being Ringmoor Down and Legistor Warren as marked on the Register map and includes (so I would say) the for grazing most valuable grassland.

The registrations in the Rights Section and the grounds of the Objections relating particularly to such registrations are summarised in the First Schedule hereto. In the Ownership Section Mr E F Palmer is registered as the owner of the Palmer Objection Area; Roborough Estate Trustees are registered as owners of the south half of the Unit Land right up to the boundary of the WA Objection Area and to the Forest of Dartmoor (CL 164) so their ownership includes Roborough Objection Area (Ringmoor Down and Legistor Warren); and the Plymouth Corporation are registered as owners of most (but not all) of the north half of the Unit Land including the WA Objection Area, and all of Yellowmead Down north of the watershed of Narrator Brook. There is no registration in the Ownership Section of the part



Commons Registration Act 1925.  
Re: Ditsworthy Warren, etc.,  
Sheepstor, West Devon District,  
Devon

Ref Nos:- 209/D/299-300

This is the decision plan  
referred to in and being page 3  
of the decision dated 30 June  
1983 and made by the Commons  
Commissioner in this matter.

*a. a. Baden Fuller*

Commons Commissioner



of the Unit Land which is from west to east about 1 mile long and which lies south of an east-west line through Sheeps Tor (above 1,210 feet, not to be confused with the village of Sheepstor), southwest of the WA Objection Area, and north and northeast of the enclosed farm lands east of Sheepstor.

At the beginning of the hearing, Mr E F Palmer explained that the Palmer Objection Area was part of his farm and suggested that its inclusion in the registration was a mistake. Nobody then or later during the hearing suggested otherwise. Accordingly my decision is: Objection No. 214 wholly succeeds, and the Palmer Objection Area will therefore be removed from the Land Section with the result that all the Rights Section registrations will be consequentially modified. In this decision unless the context otherwise requires, the Unit Land will hereinafter mean the land in this Register Unit other than the Palmer Objection Area.

Next, Mr Etherton on behalf of the Roborough Estate Trustees, said that they only wished to maintain Objections Nos. 347, 348 and 1,093 to the extent of the Roborough Objection Area, and accordingly conceded that the remaining part of the Unit Land owned by them, was rightly in the Land Section registered as common land; he explained that as regards such remaining part they had no wish to prejudice the Objections made by anyone else, their concession being made because their advisers considered that the evidence against the Roborough Objection Area being common land would be strong, and that time and money would be wasted if they argued about the remaining parts about which the evidence might be less clear. Mr E F Palmer for himself and the Sheepstor Commoners Association supported the Objection as regards the Roborough Objection Area at least and Mr Browne for the Devon County Council conceded that the Area should not have been registered. Contra those represented by Mr Theyer, Mr Goldberg (or Mr Toms) and Mr Harker contended that the Roborough Objection Area was rightly included in the Land Section and was rightly subject to the Rights Section registrations made on the application of their clients (or their predecessors), being the 10 registrations at Entry Nos. 1, 2 and 43 ("the Venville East registrations"), at Entry Nos. 3, 15, 46 and 47 ("the Meavy registrations"), at Entry No. 10 ("the Wotter registration"), No. 18 ("the Burrator registration") and Entry No. 55 ("the Luxmoor registration").

As regards the WA Objection Area:- Mrs Canning contended that upon the oral evidence given and the documents produced on behalf of the Water Authority and others this Area was not in any sense common land and should be excluded from all the registrations. Mr Theyer contended contra and was supported by Mr Browne on behalf of the County Council. Mr E F Palmer for himself and Sheepstor Commoners Association accepted the contentions of Mrs Canning. Mr Etherton whose clients were not concerned with the WA Objection Area, while making no concessions, was indifferent to the outcome. Mr Harker and Mr Toms said (10 November) that their clients were not claiming rights over this Area.

As regards the "Remaining Area" of the Unit Land:- Nobody suggested that it was not rightly included in the Land Section as being at least subject to the rights of common to which nobody at the hearing objected. I understood that for their clients, Mr Theyer, Mr Goldberg (or Mr Toms) and Mr Harker wished me to treat the evidence and arguments about the Roborough Objection Area as being equally applicable to this remainder; I understood Mr Browne supported Mr Theyer. Mr E F Palmer following generally the grounds of the Objections mentioned in the First Schedule hereto, supported some of the Rights Section registrations at the same time contending that others should be avoided or modified. Mr Etherton



while making no concession, for his clients was content that the Rights Section registrations relating to this remainder should be as I having regard to the arguments of others, thought fit.

Although much of the evidence and argument was general, much related to some one, or to some, only of the said 10 Rights Section registrations and/or to some one only of the said 3 Areas into which I have as above divided the Unit Land. I am now clear that I must somewhere herein deal with each of these registrations and Areas separately. This was not apparent until late in the hearing; the order in which I heard the evidence and arguments (summarised below under the heading "Course of Proceedings") accorded with what from time to time seemed to be agreeable or convenient to those present.

Alternating with this hearing in May, July and November, I held a hearing in April, June and October relating to the Forest of Dartmoor (Register Unit No. CL 164), at which Mrs Canning, Mr Harker and Mr Browne appeared as representing the same persons as they represented at this CL 188 hearing; at which (instead of being represented by Mr Theyer) nearly all the time Lady Sayer attended for herself and on behalf of Admiral Sir Guy Sayer and for a short time (perhaps an hour or so) Admiral Sir James Eberle attended for himself and on behalf of Mrs E M Smallwood; and at which Mr Etherton represented (not the Roborough Estate Trustees as at this CL 138 hearing) the Duchy of Cornwall. It frequently happened that these persons at one hearing expressly or impliedly referred to what they and others had said at the other; sensibly because many questions overlapped, particularly those relating to Venville, to cross references in registrations in one Register Unit to other Register Units, and to registrations of a right "to stray". I think it convenient as regards these questions to express my views (as I have done) in my CL 164 decision of even date, and to save repetition that decision particularly the pages headed "Venville" should be regarded as repeated herein.

Mr Browne on behalf of the County Council said that their Objection No. 1148 to the registration at Rights Section Entry No. 50 (Mrs V E Knapman) would not be pursued. Mr Palmer said that the Sheepstor Commoners Association refrained from making any objection to this registration because they had relied on the County Council Objection, and claimed therefore that he could on their behalf pursue it. In re Sutton 1982 1 WLR 647 the High Court decided that a Commons Commissioner "should not exclude any relevant evidence ... no matter from what quarter the evidence may come", see page 657. I must therefore consider the evidence hereinafter recorded as given by Mr Palmer against this registration at Entry No. 50, but in case Mrs Knapman was misled by the County Council's withdrawal of their Objection, into thinking that it was unnecessary for her to attend or be represented, I give to her liberty to apply as hereinafter mentioned.

#### Course of Proceedings

Mr Etherton, opening the proceedings on 24 and 25 May said (in effect):- Against the removal of the Roborough Objection Area from the Register he expected opposition based on modern user and on Venville tenancies: as to the latter, he understood that those claiming to be Venville tenants said they had "ancient rights" not only over the Forest (the CL 164 land) but also over "the Commons of Devon" an area claimed to be legally all one common. He accepted that these Venville tenants do have a right not only over the Forest (CL 164) but also over a belt of land surrounding the Forest known as "the Commons of Devon" that is he accepted the basis (as he understood it) of the decision (R/2) dated 15 February 1976 and



made by the Chief Commons Commissioner in re Headland Warren (Register Unit No. CL 148), that Venville tenants do have rights not only on the Forest but also on the Commons of Devon, and that for this purpose the Forest and Commons of Devon are one common over all and every part of which the Venville tenants have their ancient rights; but he did not accept that the Roborough Objection Area (locally known as Ringmoor Down and Legistor Warren) was ever, or indeed that the remaining part of the Unit Land owned by the Roborough Estate Trustees (locally known as Ditsworthy Warren and Higher Harter Tor, although he was not concerned with this part) was ever, part of the Commons of Devon properly so called; this Area had always been private land part of the Manor of Bickleigh which never formed part of the possessions of the Crown or the Duchy of Cornwall and which were never part of the Manor of Lydford; and the Venville tenants had no right over such private land. He contended that the ratio of the Headland Warren decision is: the Manor of Lydford exercised jurisdiction over both the Forest and the Commons of Devon and this fact together with the undated "Instructions for my Lord Prince to the King's Most Honourable Council concerning my Lord Prince's Forest of Dartmoor ..." ("the 1542 Instructions") and the 1608 verdict of the jurors summoned by the Commissioners conducting a Court of Survey, showed that before 1204 the Forest and the land within the Comditches was one undefinable whole subject to Venville rights and that the disafforestation of 1204 divided it into 2 parts but each part remains subject to existing Venville rights. The evidence would show: (1) Dartmoor was part of the Royal Manor of Lydford at the time of the Conquest of 1066; (2) the Manor of Lydford had since been held either by the Crown in its own right or by direct grantees of the Crown (since 1337, the Duke of Cornwall, or if there was no living royal eldest son, the Crown); (3) the first mention of Venville is in the account of the Ministers of Edmund (? Edward) Earl of Cornwall (? 1295), but see page 5 of the Headland Warren decision; (4) entries in the Court Rolls of the Manor of Lydford show that the Court of the Manor exercised jurisdiction over the so called Commons of Devon; and (5) the 1542 instructions and the 1608 verdict show (a) Venville tenants were always referred to as the King's tenants, (b) they paid their rent to the King or whoever held the Manor of Lydford, (c) the Court of the Manor of Lydford had jurisdiction over the Commons of Devon; (d) the Commons of Devon were part of the possessions of the Duchy of Cornwall, and (e) the Commons of Devon were confined to the area between the Forest and the Comditches which were driven on behalf of the Manor of Lydford as the area comprising the Commons of Devon. It was therefore (so Mr Etherton contended) the inescapable conclusion that the Venville men have only a right in or over land which is, or has at some stage been, in the Manor of Lydford and they have no rights over land which before legal memory has always been held privately (that is had no connection with the Manor of Lydford); so in the result the Roborough Objection Area was free of Venville rights.

Next (25 May) Mr M C Farrer a member of Farrer & Co, solicitors acting for Roborough Estate Trustees produced the documents specified in the Second Schedule hereto being therein numbered R/4 to R/49.

Next (25 May), Mr E F Palmer who is 66 years of age and who has known the Roborough Objection Area all his life (born quite close to it and now the owner and occupier of Lamb's Park, a farm east of Sheepstor village) in the course of his evidence said (in effect):- As to his own personal Objection No. 214, no-one had any common rights over the Palmer Objection Area. As to the Roborough Objection Area, it has always been treated as part of Yeo Farm (a farm near the north side



of the Area); cattle from elsewhere (mainly from Lynch Common in the parish of Heavy) had from time to time come on to the Area but those of Yeo Farm endeavoured to keep them back. As chairman of Sheepstor Commoners Association (he had only been appointed such chairman in the last few days) he produced the minute book of their proceedings (MFP/1) and referred to the record of meetings on 3 September 1970 and 21 May 1973 at which it was agreed (1970) that Ringmoor Down and (1973) Ringmoor Down and Ditsworthy Common Warren "was private/were private common". The Sheepstor Commoners Association comprised farmers in the Parish of Sheepstor (now they to be members must have registrable rights of common he thought); the minute book goes back to 1954. He was present at the 1973 meeting and could name 5 other members then present, but he was not present at the 1970 meeting (the minute records 7 persons present). As regards Ditsworthy Warren and Yellowmead Down part of the Unit Land, the Association would object to "outside registrations" meaning by farmers outside parish of Sheepstor. He thought members of the Association were expressing the knowledge of the last 100 years when they said that Ringmoor Down was private and that others had only grazed it "under protest"; by Ringmoor Down they would intend to include Legistor Warren (meaning all the Roborough Objection Area) but not Ditsworthy Warren which is further east (higher and nearer the Forest).

Next (25 May) Mrs E Ware who had for 40 years after her marriage in 1919 lived at Ditsworthy Warren House (it and the land held with it being a comparatively small premises south of Ditsworthy Warren and between it and the River Plym), in the course of her oral evidence said (in effect):- Her husband was descended from the Ware family who had for generations lived in this House. The land let to her husband with the house included Legistor Warren (part of the Roborough Objection Area) and Ditsworthy Warren (not part of the said Area but part of the Unit Land to the east) and the Eylesbarrow land (northeast of Ditsworthy Warren extending up to the Eylesbarrow-River Plym boundary of the Forest. She remembered Ringmoor Down as being enclosed, but the Legistor Warren itself was not enclosed. Nobody else had any grazing rights on the land let to her husband. Her husband was a rate collector; the book R/55 is one of a few he kept (anyone else would have burnt them!). The gates of Ringmoor Down as she remembered them in order as: Collyton Hill gate, Burdham (?) gate, Warren gate (under Gutter Tor), Wace (?) gate, Memory gate, ... (?) gate (near Legismire), Legistor gate, Brisworthy gate (leading into Brisworthy Green), Hunting gate (near Blisworthy plantation) and Portland gate; there used to be a gate at Ringmoor Cottage where there is now a road; some of these gates were broken but the fence wire was still lying about, proving that there were gates.

Next (26 May) Mr J A S Macfarlane who was in 1939 assistant Agent and from 1946 until his retirement 3 years ago Agent first of Lord Roborough and then for his successors in title the Roborough Estate Trustees and the Maristow Estate Trustees (the same persons), in the course of his oral evidence said (in effect):- Yeo Farm when he arrived was let to Mr F E Northmore who gave it up at the end of 1946; from Ladyday 1947 until 1961 it was let to Mr C P Stone; it was in hand from 1961 to 1974 and therefore under the management of Mr R G Jones, the Estate farm manager; from 1974 it had been and still is let to Mr G H Williams. Ringmoor Down, meaning the part of the Roborough Objection Area so called on the Register map, being about 5/6ths of the whole, and being the southwest, west, northwest and north part, has always been let with Yeo Farm and was treated as part of it when it was in hand. Before 1961 Legistor Warren (meaning the remainder of the Roborough Objection Area) and Ditsworthy Warren (part of the Unit Land east of





Roborough Objection Area) was included in the letting to Mr Ware (the husband of the previous witness). The 1974 letting to Mr Williams included Legistor Warren and Ditsworthy Warren. There had been complaints from the tenants and Mr Jones about cattle (unauthorised by them) coming onto Ringmoor Down; he had told the tenants on letting Yeo Farm that Ringmoor Down was private ground, and it was up to them to keep off stock of others; he had told Mr Jones that he could drive strange stock off the area. Nevertheless he had written complaining letters in 1952 to Mr R L Skelley, in 1974 to Mr N K Skelley and in 1976 to Mr Hill and Mr Wakeham and in 1978 to Mr Hill; he had in 1952 had a written reply from Mr R L Skelley regretting "that my bullocks are on Ringmoor Down from time to time as stated but it is impossible to keep them off altogether as we purchased them from Mr Northmore of Gratton & seems to be their old home ... we trust that the tenant of Ringmoor will accept our sincere apologies and we will continue to do our best as we always have done to keep the bullocks away"; (see R/40-47).

Next (26 May) Mr C P Stone who was tenant from 1947 to 1961 of Yeo Farm including Ringmoor Down in the course of his oral evidence said (in effect):- He had grazed sheep and cattle on Ringmoor Down. Mr Wakeham of Nattor Farm (adjoining the north side of Ringmoor Down) had also grazed sheep there: he also was a tenant of the Estate and he so grazed under an agreement drawn up by the Estate (R/47, dated 25 March 1947) under which he (the witness) was entitled to receive and did receive payment. While he was tenant Mr W S Northmore who lived at Gratton Farm, (now known as Lumoor Farm and occupied by Mr Hill below-mentioned) grazed on Ringmoor Down and paid him (the witness) £10 a year. Mr J F Northmore who lived at Peekhill (a short distance east of Walkhampton) paid him £2 annually for sheep from his land at Lovaton (Exmoor sheep) straying onto Ringmoor Down (they were leared on Lynch Common). These payments were for the rights: he disagreed with the suggestion that they were paid for looking after the stock. Additionally on Ringmoor Down there were the "usual straying and from time to time he had chased the animals off; in spring and early summer it would be 2 or 3 times a week; nobody ever objected to him so driving these animals off. He had asked the Agent of the Estate to write to these people Mr Blackler never turned any stock on to the Moor as far as he knew. As to Durance Farm (Entry No. 46) he would have expected animals from there to be on Lynch Common and to have strayed on Ringmoor Down and they would have been driven away with the other strays. Mr J F Northmore's Exmoor Sheep leared on Lynch Common strayed on to Ringmoor Down, according to the weather; in rough weather they kept to their lear; in fine weather (May to November) they would go up on to the tops of the hills; he helped by informing Mr Northmore where they were. He thought that during his tenancy there had been gradual increase in the number of strays on Ringmoor Down and that after the farm sale from Gratton Farm (Mr W S Northmore) there was an increase because cattle bought at the sale where he had grazed them (on Ringmoor Down).

Next (26 May) Mr R G Jones, farm manager of the Maristow Estate and as such responsible between 1961 and 1974 for Yeo Farm in the course of his oral evidence said (in effect):- During his time Ringmoor Down was grazed by the Estate and Mr Wakeham who was a tenant of the Maristow Estate; he was entitled to do this





under a previous agreement (that mentioned by Mr Stone). He (the witness, including I suppose other employees of the Estate on the Farm) drove off cattle and sheep of other persons; he was up there nearly every day and any strays he saw he drove back; there were more after the Registration Act 1965; he drove off there sheep and cattle including some from Durance Farm, and Down Farm (after Mr Dean came), Lummoor Farm (after Mr Hill came); he did not see any animals from these farms before they came.

Next (26 May) Mr G. H. Williams who has been a tenant since Ladyday 1972 of Yeo Farm including Ringmoor Down and Legistor Warren (together making up the Roborough Objection Area) in the course of his evidence gave particulars of the grazing during his tenancy on the Area.

Next (26 May) Mr Roger Hill in support of the registration at Entry No. 55 gave oral evidence in the course of which he produced the documents specified in Part II of the Third Schedule hereto. He said (in effect):- He had since 1966 been tenant of Lummoor Farm, which borders on Ringmoor Down. The present owner Mrs R. M. Hudge is his mother-in-law and the previous owner Mr H. H. Bellamy was her father. His application for registration (draft produced) was for common of pasture on "Wigford Down CL 191, Brisworthy Burrows and Brisworthy Green & vicinage on to Shaugh Moor CL 190, & Forest of Dartmoor (south) CL 164 & Ringmoor Down CL 188". He had always had a flock on Ringmoor Down, about 100 ewes which he had built up since about 1966 starting with 10 or 15; they run in an area of about 70 acres on the side of Ringmoor Down nearest to Lummoor Farm; brought them in 3 (?) 4 times a year for lambing, dipping, and shearing (?) and tugging. The cattle in the winter were brought in to the farm fields for the night where they were fed and then turned out for the day onto Ringmoor Down; in the summer they were turned out on Ringmoor Down and usually made their way to the Forest there being nothing to stop them. He had seen sheep grazing on Ringmoor Down belonging to Mr Badmore, Mr Ken Skelley, Mr Dean, Mr Richard Skelley and Mr Vanstone he thought that of the sheep he had seen on Ringmoor Down only about half belonged to the tenant of Yeo Farm. His own animals went there off Brisworthy Green (between there and Ringmoor Down where there has not for many years been any effective fence).

Next (26 May) Mr Cyril Downey who had between 1950 and 1966 lived at and been the owner of Lummoor Farm in the course of his oral evidence said (in effect):- He had been mostly concerned with calf rearing, cattle and pigs, but among other animals he had a small herd of sheep for one season only. He did not put the sheep out, but he put the cattle on Blisworthy Green and they usually went out on to Ringmoor Down and could possibly have got as far as Lynch Common but no further than that. His herd of cattle numbered 15 to 20 most of which would be calves; he put them out on to the Common about half a dozen at a time, putting them out on to Blisworthy Green and Blisworthy Burrows an area of about 60 acres; by Blisworthy Burrows he meant the riverside strip; he regarded the half dozen as leared on Blisworthy Green; Blisworthy Burrows extends as far as the road between Heavy and Cadover Bridge but he did not put his animals there he put them on the Blisworthy Green from which they could get both to Ringmoor Down and Blisworthy Burrows. He did not think the Burrows was worth grazing. Although the owner before him was Mr R. J. Northmore, it was farmed by his brother Mr William S. Northmore.



Nent (26 May) Mr E F Palmer at the request of Mrs Canning gave further evidence in the course of which he produced the Minutes (EFP/1) of Sheepstor Commoners meetings particularly referring to that held on 22 July 1975; which mentioned his field OS 271 (the Palmer Objection Area). He took over the WA Objection Area from Mr R H Manning of Yellowmead Farm who had rented it for many years; it (the WA Objection Area) is just rough grazing on which "we" let our stock run because it is next to "our" land (Lambs Park Farm); he rented it from Plymouth Corporation from about 1975; "we" bought Yellowmead Farm. There was some straying however on the WA Objection Area; the Commoners Association conceded there were no rights over it; it could be regarded as (about this he was doubtful) a piece of Ditsworthy Warren but he considered that the Area no matter what it was called, was private.

Nent (27 May) Mr Roger Hill gave further oral evidence at the request of Mr Etherton in the course of which he was asked about his application for registration (on the register said to be) "to stray", about the necessity of going over Ringmoor Down in order to get to the Forest and about his occupation for the last 6 or 8 years as water bailiff for English China Clay Pochin. He (the witness) claimed if he had no rights over Ringmoor Down, it would be impossible to get to the Forest. He was employed for about 40 hours a week to patrol (walk over and along) the Leat which runs from a point on the River Plym near Ditsworthy Warren House to Stock House (a point near to Emmets Post) having a length of about 2½ to 3 miles and being I suppose that marked on a map I had as Lee Moor China Clay Works Leat. His information about what went on on Ringmoor Down so far as it was within his personal knowledge (he mentioned his wife was always on the Farm) was from what he saw while working or riding by the Leat.

Nent (27 May) Mr Charles Roger Giles who is now aged 60 years and who had lived at Crowlesworth Warren from the age of 8 until he married (1957 to 1958) and from afterwards visiting his father there until 1970 (except for war years 1940-47) said in effect:- He knew what was going on on Ringmoor Down from what he saw from Crowlesworth Warren and from doing odd jobs for Mr W Northmore of Gratton. He thought that sheep had been put on to Ringmoor Down by Mr R E Skelley and Mr Northmore and had seen Mr Skelley's bullocks up there being taken from Wotton Farm towards Ditsworthy across Shaugh Moor across the road leading to Crowlesworth Warren House across the River Plym up to Brisworthy Green and then to Ringmoor Down. The river was fordable when not in flood at any rate for bullocks. About this evidence he was questioned by Mr Etherton.

Nent (27 May) Mr Theyer opened the case of Sir Guy and Lady Sayer making four points: (1) Sir Guy and Lady Sayer are Venville tenants; (2) they are entitled to exercise their rights over the Forest and the Commons of Devon which is a continuous belt of land adjoining the Forest; (3) the Commons of Devon are but one common over all and every part of which the Venville tenants may claim their rights; (4) the Unit Land forms part of those Commons by virtue of the reasoning and the re Headland Warren decision, the Mentor decision and the High Court judgment of his Honour Judge Finlay; so if he succeeded in respect of the Land Section Objections, it automatically followed that he must also succeed in respect of the Rights Section registrations. As to the points made by Mr Etherton in opening: (a) the Unit Land by its position joining the Forest from Eglesbarrow to the River Plym is clearly part of the said belt of land; (b) it is impossible to prove that the Roborough Objection Area has never been owned by the King and that it is for this reason not part of the Commons of Devon; (c) Venville rights cannot be lost merely because they have not been exercised for years and their existence is not dependent upon evidence of use; (d) that Roborough Objection Area has been let



and in other ways treated as private land for hundreds of years does not necessarily affect the rights of Venville tenants in particular the evidence of ruinous walls in conjunction with the nomadic wanderings of various animals does not itself constitute evidence of enclosure and defeat the Venville claim; (e) that very little has been known of Venville rights for many years is no reason for not supporting the conclusion of the Chief Commons Commissioner in the said two decisions particularly as he was in effect doing no more than reaching the same conclusions as those reached by Mr Moore (DPA/Moore).

Next (27 May), Lady Sayer who lives at Widdecombe-in-the-Moor, gave oral evidence in the course of which she produced the documents specified in Part IV of the Third Schedule hereto. She particularly relied on the affidavit of Mr J V Somers Cocks as being a local historian of the highest repute and on the two books exhibited to it, being (JVSC/1) the 1890 DPA Pollock/Birkett/Moore, and (JVSC/2) the 1848 Rowe in the said Part mentioned. She said (in effect):- The right "we" have exercised in the Forest is the right of putting out a grazing animal, which also necessarily grazed the Commons of Devon, and the right of turbarry; there is a very old turf tie in the Forest where we dig our peat and also cut vags which are the surface and roots of heather, larger than slabs of turf and wonderful for starting a fire. "We" also have an old pony foaled at Princetown; she could not say whether it ever grazed on the Unit Land, but it may have done so; it once strayed to the Princetown area. To her the Unit Land was part of the Commons of Devon.

Next (28 May) Mr Theyer and Mr Etherton made submissions and on the following day (29 May), I made an inspection of the Unit Land in the presence of (for most of the time) Mr C M Farrer, Mr N A Theyer, Mr P Dean, Mr R Hill and Mr J A S Macfarlane, starting on the road leading from Wigford Down to Brisworthy at a point outside Lumsor Farm, going from there to Brisworthy Green on to and across Ringmoor Down to the car park at the end of the made-up part of the road leading eastward from Sheepstor towards Eylesbarrow (disused) mine. Afterwards I walked over much of Brisworthy Burrows and motored from Cadover Bridge to Trowlesworthy Warren House.

Next (6 July), Mrs M E Goodman in the course of her oral evidence said (in effect):- She first knew Callisham Farm when she was 20 years old (she was born in 1914) when she went to lodge there with Mr and Mrs Palmer (parents of the said Mr E F Palmer); but when her brother Mr N H Blackler bought the farm in 1952, she was until 1966 when he left (he has since died), there for every week-end and for her holidays; she did odd jobs such as feeding the calves and cattle, helping with the harvest etc. Her brother had sheep and also a dairy herd and also some South Devon bullocks; they went to Lynch Common, to Ringmoor Down and up to the Forest. Her cousin, Mr N K Skelley, now owns the Farm; he does the same sort of thing but probably on a larger scale. She remembered Mr and Mrs Palmer when she was there giving an order for the next day which related to Ringmoor Down and also that on one occasion Mrs Palmer said that Mr Palmer and her son Mr E F Palmer had gone to look at the cattle on Ringmoor Down. She (the witness) was asked many questions by Mr E F Palmer and Mr Etherton particularly about these two conversations; she insisted that her brother grazed cattle on Ringmoor Down, saying "My brother was glad of the grazing rights to support his income; why should he not have it; everyone can graze ... when he was there he had to supplement his income, so he purchased cattle ...".



Next (6 July), Mr N K Shelley in the course of his oral evidence about Callisham Farm produced the documents specified in Part V of the Second Schedule hereto. He said (in effect):- He purchased Callisham Farm in 1966 from Mr Blackler who was his first cousin and had farmed there till the present day. His farming business was moorland cattle which he grazed on Lynch Common, Wigford Down, Yennadon Down and Ringmoor Down, particularly grazing cattle on Ringmoor Down where they are most of the time and in winter all the time; there would be 100 or more cattle. He knew about grazing from Callisham Farm before 1966 because he would visit his cousin about once a month coming from his own farm at Plympton; he visited Ringmoor Down because there were cattle there from Lee Moor Farm and Wotter Farm which were the farms where he was first brought up and from which strays went to Ringmoor Down. When he purchased Callisham Farm in 1966 he did not buy the stock; for grazing on Ringmoor Down "we bought a lot of Galloway Cattle from Mr Northmore; he had a right there but we had a business to make them stay, so we went to feed them there. As to his having applied for registration of a right "to stray" he had left it all to the auctioneer: "It was put in their hands and they did the registration for us". He had no idea there was any difference between a right to stray and a right to graze. He simply gave instructions to register their right and they having all the details he left it to them.

Mr N K Shelley was questioned particularly about his before 1966 knowledge of Ringmoor Down. He said (in effect):- He is 61 years of age. He had ridden over Ringmoor Down on ponies since he was about 8 years old. He started farming on his own in 1947 at Plympton (Bude Farm) where he remained until 1961 and there he grazed on Crown Hill Farm Down and his animals went from there to Stall Moor, Fern Moor, Shaugh Moor, Hantor and Ringmoor. From Plympton he rode over Ringmoor Down about once a week from Wotter and Lee Moor Farm. The cattle would go on to Ringmoor across the river Plym. He helped Mr Blackler from 1952 (until he left) in 1966 but he only knew of his activities on Ringmoor from conversations with him. He did not know that Ringmoor Down was let and had always used it; as to the letter (2/45) of 18 June 1974 (asking him to make every effort to prevent your stock moving on to Ringmoor from Lynch Common) he would only say that he may have received it and he did not answer it because he thought there was no need to. As for the letter (2/40) written by his father ("I very much regret that my bullocks are on Ringmoor Down .... and trust that the tenant of Ringmoor will accept our apologies"), at that time he was at Bude Farm and he thought it very likely that his father did tell him about it; his view was that because there was no fence around Ringmoor cattle would stray there whatever happened: "Lynch Common and Ringmoor Down are just like a horse and carriage they go together .... they have to go to Ringmoor for water". He owned other farms: Harwood Farm in Horrbridge and Woodtown Farm in Whitchurch; he moved his stock around his farms; they winter on Lynch Common and go to Ringmoor for water and exercise; he moved them between the farms in the summer; to feed them in winter he erected a large shed in a field adjoining Lynch Common; he did not accept that Lynch Common was in the result over-stocked. He disagreed with suggestions that he was now over-stocking Lynch Common because as a result of an action in the High Court in 1974 - B - 429 he was by injunction (interlocutory) restrained from turning out or allowing to stray on to Roberough Down any animals other than cattle or sheep or in excess of the number therein mentioned. As to whether Ringmoor Down was private land "I think it depends on whether there is a fence around; if there is no fence it is common land or it should be anyway" ... he should think "if it is owned it should have a fence around it".



Next Mr N K Shelley gave further evidence about his other land at Lovaton - (part of that mentioned in Entry No. 3 made on the application of Mr J F Northmore) in the course of which he produced the other documents specified in Part V of the Second Schedule hereto; he said (in effect):- His part of the right registered is attached to land about  $8\frac{3}{4}$  acres which he had purchased in 1977. Before his purchase such land had been used in much the same way as it is used now, that is grazing from it on to Lynch Common and Ringmoor Down. He did not know anything about Mr J F Northmore having paid for his animals on Ringmoor Down and could not explain why he had only registered a right "to stray".

Next (6 July) Mr Warwick John Nicholls (born in 1935) in the course of his oral evidence said (in effect):- His father, Richard Warwick Nicholls in about 1949 bought Catstoe (adjoining Greenwell Farm) from Mr Kittow; in about 1952 his father bought Callisham Down which at the time he understood to be "a private common or a private down". In about 1959/60 the present farmhouse of Down Farm was built; but his father owned Catstoe and Callisham Down which were known as Down Farm or Callisham Down Farm and was distinct from Callisham Farm which was owned by Mr Blackler. It was sold to Mr Dean in 1964. They certainly had he thought, common rights on Wigford Down and possibly had common rights on other areas. His father's cattle and sheep grazed on Callisham Down and on Catstoe they being part of the Farm; he did not graze sheep or cattle on Wigford Down although he put out ponies there; they used to run principally on Wigford Down but they used to stray quite a lot further afield; usually to a place called (?) "Portworthy" which is near Wotter in Shaugh Prior; the ponies were never deliberately put either on Lynch Common or Ringmoor Down. His father treated cattle and sheep differently, thinking the ponies more valuable. He started riding the Moors in about 1946/47. All the Moors are more heavily stocked these days (now) than they were in those days (1947-63).

Next (6 July) Mr Arnold Henry Cole in the course of his oral evidence during which he produced the documents specified in Part VI of the Second Schedule hereto, said (in effect):- He had lived at Greenwell Farm all his life (born 1947). The land OS Nos 748 and 749 (5.98 plus .966 acres) to which is attached the right at Entry No. 3 (made on the application of Mr J F Northmore), is about one mile from Greenwell Farm. Mr J F Northmore had a flock of Scotch sheep, a very old established flock one of the oldest in the area. About 5 years ago he purchased some of Mr Northmore's stock. They were considered to be a flock coming from Lovaton when he purchased them and after dipping them he took them back to where they came from that is Ringmoor. Up to 1966 Mr J F Northmore grazed Lynch with a flock of Exmoor sheep; he thought he kept his Scotch sheep with his Exmoors. He identified the 6 acres which he bought in 1982 with 6 acres part of Lot 3 containing 13.093 acres sold at the 1982 auction.

Next (6 July) Miss Sally Anne Webb gave oral evidence in the course of which she said (in effect):- Since 1966 she had lived at Burrator House (a short distance west of Sheepsbottom Village). She had ridden one of her ponies every day across Ringmoor Down which is about a mile away and nobody had ever tried to stop her. She had taken part in a pony drift and there was one of her ponies in it which must have come off Ringmoor Down; the drift she thought must have started about Fenster and come right down to Ringmoor.



Hent (7 July) Mrs Betty Palmer (wife of the said Mr E F Palmer) in the course of her oral evidence said (in effect):- Born in 1936, she married in 1955; then her husband was farming part of Callisham Farm and a field at Brisworthy; soon afterwards they moved to Lambs Park Farm, Sheepstor. She knew Mr and Mrs Norman Blackler of Callisham Farm; they never put animals on the Common (meaning Lynch Common). She had seen cattle of Mr and Mrs Dean during her travels in the area; mainly alongside Durance Farm (that is on Wigford Down) and some on Lynch Common. While at Lambs Park (for over 20 years) she had helped at least 3 times a year with the gathering of sheep from Sheepstor Common, Yellowmead Down, Ditsworthy Warren and above at Eylesbarrow; during these gatherings they did not drive Ringmoor Down "because it was nothing to do with us". During the gathering they never found any sheep of Mr Peter Dean or of Mr Henry Cole (father of Mr Arthur Cole) or of Mr John F Northmore or any belonging to any of the Shelley's. Mr Blackler had a herd of South Devon cattle; they were "home cattle".

Hent (7 July) Mr Robert Richard Palmer (24 years of age, eldest son of the said Mr E F Palmer) in the course of his oral evidence described in some detail the gatherings mentioned by his mother as above stated and the use made of Ringmoor Down as he has known it.

Hent (7 July) Mr Derek Badmore of Harnspitt Farm, Meavy in the course of his oral evidence said (in effect):- His farm is in Meavy Village under Kennadon Down; he had been a tenant there since 1955. It is close to Callisham Farm: as a neighbour he was friendly with Mr Norman Blackler who had a herd of South Devon cattle, also some Friesian crosses. He (the witness) went regularly on to Lynch Common, because he had sheep there; he never saw any animals of Mr Blackler of Callisham Farm or of Mr Baker of Oldwood Farm. He (the witness) had grazing rights on the east side of the River Flyn, being National Trust land, directly opposite Sheepstor Common; to get there his sheep crossed Ringmoor Down (he had permission for this and claimed no rights over Ringmoor Down). He had helped clear of animals the area from Eylesbarrow (the top) downwards; he had never picked up any animal of Mr Henry Cole of Greenwell Farm or of (except during the last few years or last year) Mr Arnold Cole. He picked up not many of Mr Hill, "not (many enough) to notice", he had not picked up any of Mr Shelley or Mr Dean of Durance Farm; (emphatically) none of the cattle of Mr Norman Blackler were there (from his friendship with him he knew there would be none "he was not very mobile") there were now (July 1982) sheep of Mr Hill on Ringmoor Down, but there were none (meaning from Luxmoor Farm) when he first went there (1955); Mr Northmore of Luxmoor had a flock of Emmoor's which he ran on Brisworthy Green.

Hent (7 July) Mr Browne for Devon County Council referring or producing the documents specified in Part VII of the Second Schedule hereto, said (in effect):- The Council are the authority for the Dartmoor National Park. The Park includes the Forest and the Commons of Devon together about 150 square miles (exclusive of Roborough Down); so the Forest and the Commons of Devon are about 2/5ths of the Park. What happens on the common lands in the Park is of considerable importance from the point of view of the Park, particularly it is important that it should be grazed in order to maintain the landscape and the condition in which it has been for centuries; two or three years ago it was estimated that the value of the stock there was £7 million. Another aspect of the National Park is the value of the common land for recreation and the protection which the status of common gives it in the interests of conservation. One way of maintaining these aspects is to support the case of the Venwille tenants. The Objections originally made by the County Council were intended to achieve consistency in all registrations, so all the Venwille



registrations were objected to; a consistent end; but having regard to the Headland Warren and Hentor Warren (CL 148 and CL 190) decisions the only way to achieve consistency is for the County Council to withdraw their Objections to the Venville registrations. The registrations made by Lady Sayer on Register Units Nos CL 33, CL 148 and CL 190 are final, as also are those made by Mr Scott (until shortly before his death Hon Secretary of the Dartmoor Commoners Association). By Section 10 of the 1965 Act these final registrations are conclusive of the actual existence of rights over the Home Commons of the applicants and over two other quite separate and distant commons. An explanation for these most unusual rights should be looked for; as the theory of Venville tenants, relying on the evidence set out in the Headland Warren decision, the evidence in Mr Moore's report (1090 DPA/Moore) and the reasons set out in the said two decisions, it is suggested that the Venville tenants have the rights they claim; they are not "just a piece of history"; they pay sums to the Duchy, and the Parish of Sheepstor pay sums for the Parish, and have done so as long as anybody can remember. The arguments put forward by Mr E F Palmer were really not whether the Venville rights exist but where are they exercisable. Reference should be made to Mamood's Forest Laws (1717 edition) page 85, the order of 35 Ed 1 c 5. The Venville tenants are within the Forest in the sense of jurisdiction rather than geographically; when the disafforestation took place they were prepared to remain under Forest Laws. Purlieus were always land which had been disafforested, see page 282; this gives the sense of "purlieus". The "Instructions for my Lord Prince" at page 164 of 1090 DPA/Moore (transcribed into modern English at page 54) say that the Venville tenants may take "all things that may do them good ..."; a profit a prendre, and registrable under the 1965 Act. The real issue is what are the Commons of Devon. The 1859 Phillimore map (copy produced as stated in Part VII of the Second Schedule hereto) shows by a zig zag red line the extent of the Commons and where the Forest drifts went, but what belonged to the Duchy is not clearly defined. The actual map shows the Quarters and a red line surrounding the Forest and the adjoining commons are outlined too; the WA Objection Land is within the red zig zag, but Ringmoor Down and Ditsworthy Warren are outside; and notwithstanding that Ugborough is not in Venville, the Forest drifts go to it; certain land not within the zig zag red line was not at times owned by the Duchy, for example Wallhampton Common, see 1090 DPA/Moore page 54 item 2. As to item 7 (the judgment against Nicholas Slapping) the WA Objection Land is within the land by him enclosed. So it is not clear whether the Commons of Devon is confined to the lands which were within the drifts of the Forest or are a much larger area down to the "cornedychis"; it is suggested that the Commons of Devon extend to all the land between the Forest and the corneditches, and that the corneditches should be treated as the boundaries between the waste land and the cultivated land; these boundaries marginally may change slightly but they have not changed very much and can be identified today. So it is submitted that the Commons of Devon either comprise all the parish commons abutting on the Forest or alternatively comprise the Commons within the zig zag red line; this red line as far as the Unit Land is concerned, passes through Gutter Tor so that on this view the Venville rights do not extend over Ringmoor Down. Reference should be made to the 1844 Tithe Award for the Parish of Sheepstor produced as stated in Part VII of the Second Schedule hereto.

Next (7 July) Mr Henry Peter Leggassick of Collyton in the course of his oral evidence said (in effect):- He was born 49 years ago and was the third generation at Collyton; his grandfather (he died in 1947) was born there. The farm contained about 60 acres and was owned by his father; since 1960 he as tenant had farmed it; he (the witness) also farmed 27/28 acres of the Maristow Estate. They had always grazed stock on Sheepstor Common; there stock had been rounded up regularly, sheep





at least 4 or may be 5 times a month; during these round-ups he had never seen any stock of Messrs Dean (except one injured lamb), or of Messrs Vanstone of Heavy Barton, or of Mr Henry Cole (in recent years he picked up some stock of Mr Arnold Cole) or of Mr Ken Skelley or of Mr Ron Skelley (except one ram a year or two and one cattle). By Sheepstor Common he meant the area around Sheeps Tor (middle class grazing with bracken) and Yellowmead Down (better); he did not include Ringmoor Down or Ditsworthy. He could not help about Venville: "you legal people are here to tell us what is what".

Next (7 July) Mr William Nelson Palmer of Hellington Farm gave oral evidence in the course of which he said (in effect):- He was born 60 years ago at Durance Farm and was only there until he was 6½ years old and then they moved to Callisham Farm. His father had Galloway cattle which he put out on Wallhampton Common for which they had to pay. They never turned out on Ringmoor Down. Soon after they left Durance (1923) they started a flock of Exmoor ewes which they grazed on Callisham Down; then about 1930 they started a flock of Scotch sheep which they grazed also on Wallhampton Common for which they paid. They never put stock on Lynch Common or Ringmoor Down. He was married in 1951 and then went to Hellington Farm. His father died in 1950 and they were given notice to quit expiring Ladyday 1952. His farming at Hellington was dairy mainly but they kept sheep on Sheepstor Common but never on Ringmoor Down or Ditsworthy. He had never seen there sheep or cattle belonging to Mr Vanstone of Heavy or to Mr Skelley or to Mr Dean.

Next (8 July) Mr Harker, as regards Wotter Farm owned by Mr Robert E Skelley explained that his rights of grazing over the Forest (CL 164) and Shaugh Moor, Doe Moor and Hentor Warren (CL 190) had been established or conceded. He now realised that his farm was in a Venville Parish and on the basis of the Hentor Warren decision he now wished to claim a right over the Unit Land (CL 188) but as regards such claim (Entry No. 10) no claim was now being made for grazing rights over the Totorough Objection Area. So he wished his registration to be modified by substituting "graze" for "stray" and by limiting it to all the Unit Land except such Area. The claim was based on somebody having paid something to the Duchy for Shaugh Prior and the Duchy being therefore satisfied that Mr R E Skelley was in a Venville Parish and entitled accordingly.

Next (8 July) Mr Robert Edwin Skelley gave oral evidence in the course of which he produced his land certificate as stated in Part VIII of the Second Schedule hereto. He thought the Duchy had withdrawn their Objection to his claim on the Forest (CL 164) because he was in Venville, his farm being in Shaugh Prior. As regards his application for registration he instructed John Pearse & Sons and left it all to them. He thought he had the right to graze on Shaugh Moor (CL 190), Stall Moor (CL 142), Ditsworthy Warren (CL 188) Whitchurch Down (CL 86) and Crown Hill Down (CL ? southwest of Wotter), and could rear cattle there and expected Pearses' to arrange the details. About the WA Objection Area he had grazed cattle on that part of the Unit Land sometimes 300 of them but frequently 20 to 30 were there. Nobody had tried to stop him. He had told Pearses' representative (H Waldron) that he had grazed Ditsworthy Warren and to include it in the registration. Robert Lewis Skelley who joined with him in making the registration was his father. He didn't know anything about his father's 1952 letter (R/40). Somebody had told him (the witness) that cattle were driven off Ringmoor Down, but he had never seen them being driven off himself.



Hort (8 July), Mr Charles Donald Peek gave oral evidence in the course of which he said (in effect):- He was born in 1930 and was at school in Heavy and Tavistock and had lived in the neighbourhood all his life (except for National Service). In 1951 he left the Army. In 1967 he moved to Yelverton where he still lives. In 1961 he started employment with English China Clay, and is still employed by them, as a mechanical engineer; so to get from Yelverton to his employment (and back) he has since 1961 regularly crossed Lynch Common and Cadover Bridge (and back). He had kept ponies for about 28 years; two Dartmoor ponies and two riding ponies; he was interested in breeding horses and ponies and training them. From about 1957 he had been very close to Mr Lionel Palmer (he died 1970) of A. P. Palmer & Son who were the biggest breeders of Dartmoor ponies in the South Quarter; they had a farm in Walkhampton (? Horseyeatt) now owned by Mr Cottam. They ran ponies all over the "Moor ... everywhere". He had regularly taken part in drifts of ponies. He was not interested in cattle and sheep and could not answer questions about them. Mr J. F. Northmore did not keep ponies. He (the witness) knew that Ringmoor Down was tenanted. He had been told by Mrs Bowden that her father in 1915 was farming Yeo Farm, and he knew that there was some connection between Yeo Farm and Ringmoor Down.

Hort (6 July) Mr Peter George Dean gave evidence in the course of which he produced the documents specified in Part IX of the Second Schedule hereto. He said (in effect):- Durance Farm which he acquired under the 1963 conveyance (it therein appears that before 30 September 1955 the Farm was owned by Mary Clara Colwell, formerly Koller) was originally part of the Buckland Abbey Estate. Down Farm which he acquired from his mother under the 1966 conveyance he had since its acquisition farmed with Durance Farm. Before he acquired Durance Farm, he had since he had left school had a cutlery business at Plymouth so he had no (personal) knowledge of what had happened at these farms before 1963. He had now had 60 or 70 breeding cows, 200 ewes, 50 yearling or young calves and 2 ponies. He started to build up this since 1963 when he purchased 6 Welsh Black Cross at an auction at he thought Hatherleigh; he understood they were sold by John Dix who had farmed Durance before him and were the offspring of the dairy herd he kept there. Later he acquired another 6 from Mr Dix who told him they had been out on Sheepstor. He turned them out on Wigford Down and found that they went onto Lynch Down and then onto Ringmoor Down towards Legismire. He drove them back to Wigford Down but he found that whenever he put them out they always returned to Lynch Common and Ringmoor Down. "There is a water problem on Lynch Common; there is no boundary between it and Ringmoor Down, not fenced in any way; he understood it was the duty of a landowner to fence against a moor, but the owner (of Ringmoor) had made no effort to do so. Animals must cross Ringmoor Down to get water around Legismire. Before the erection of the cattle grid between Lynch Common and Heavy (near the entrance to Yeo Farm) animals could go down and drink from the River; they could also drink at Watery Lane (meaning a not much used track or road starting on the south boundary of Lynch Common about 200 yards from the building called New Park). At this point on the boundary there is a gate and a fence (erected about the same time as the cattle grid) which effectively keeps animals away from water; except at certain times of the year the water is plentiful and overflows on the other side of the fence. So (the witness thought) animals to drink must go across Ringmoor Down to Legismire. From 1963 to 1977 he had derived part of his income from buying horses and schooling them and breaking them; this he did on Ringmoor Down; during this period of 14 years he had spent about 2 hours a day doing this.



Next (9 July), I inspected the Ringmoor Down end of the Unit Land and Lynch Common going from there in and around Lovaton so as to view the relative situations of Durance Farm, Down Farm, and Callisham Farm, being met by and for much of the time accompanied by the following or some of them: Mr A E Cole and Mrs Cole, Mr P G and Mrs P D Dean, Mr and Mrs Dean junior, Mrs M E Goodman, Mr J A S Macfarlane, Mr E F Palmer, Mr N K Skelley, and Mr R E Skelley. I went by the entrances of Greenwell Farm and Olderwood Farm. Later (and subsequently when I had occasion to be on the road between Cadover Bridge and Cornwood), I saw (from the road) Wotter Farm.

Next (9 November), I considered the claims of Admiral Sir James F Eberle as set out in his letter dated 5 November, and specified in Part X of the Second Schedule hereto.

Next (9 November) Mrs Heather Fraser who has lived at New Park, Meavy since 1951 in the course of her evidence said (in effect):- New Park (a house and a field) is on the edge of Lynch Common near Brisworthy Plantation; her mother Mrs M Plowman bought it from Mr Garnett who bought it from Mr Northmore. They (she and her mother) had always had dogs, and they walked them for exercise over Ringmoor Down, twice a day; she had never known it was "private"; nobody had ever stopped her walking there; they walked the dogs along tracks, which she thought of as sheep tracks; she did not know of the public footpaths there. She had seen stock on Ringmoor Down and sometimes noticed their markings and could therefore identify the owners. She had no knowledge of commons rights, but there was nothing saying that they (her mother and herself) had no rights and they assumed that they had rights on the Moor (Lynch Common). When she first went there she was not working, but later she was employed in Plymouth; nevertheless the dogs had to be exercised; they had bulldogs, and "bulldogs cannot run off the lead". There is a stream flowing from near New Park to Water Leats Lane (? Watery Lane); when the cattle grid was put across the road (in about 1970 between Lynch Common and Meavy), a fence and gate were erected across the Lane (where it starts from the edge of Lynch Common below New Park); before then cattle could get down the Lane to water which never dried up; above the fence and gate, the stream does sometimes dry up.

Next (9 November) Mr Frederick Stentiford of South Lake Farm gave oral evidence in the course of which he said (in effect):- He had since 1952 been at the Farm (it is about 600 yards north of Meavy village). In 1960 he bought a strip of land about 15 acres, called Hay Wood (on the north side of the hill which slopes down to the south bank of the River Meavy); he bought it for the timber and wood on it; having cleared the land, he sold it in 1964 or 1965. By going along the strip, stock can be driven from Callisham Farm to the road (meaning the public road suitable for motor traffic which after crossing Lynch Common goes down to Meavy). He knew Mr Blackler; he reared bullocks and had a dairy herd (sending away the milk); to get to Ringmoor he could go through Lovaton "which was quite a fair way round, so I gave permission (to Mr Blackler) to go via Hay Wood". He (the witness) saw black bullocks going across Hay Wood (a matter of about 200 yards) to the top of Lynch Hill (meaning the corner of the said road where it turns abruptly northwards before going down to Meavy); "when they go onto Lynch Hill they go out on Ringmoor and that is it".



Next (9 November) Mrs Canning opened the case of the South West Water Authority in the course of which opening and of the evidence later given (9 November) by Mrs Freda Wilkinson and given (11 November) by Mr Michael James Green, she or they produced or referred to the documents listed in Part XI of the Second Schedule hereto. I have summarised her submissions (WA/3) as regards Venville and the non-existence of the Commons of Devon as a single legal entity in my below-mentioned CL164 decision of even date under the heading "Venville".

Next (9 November) Mrs Freda Wilkinson gave oral and written (WA/4) evidence of "the general situation" of Dartmoor as she saw it. She was able to give this general evidence as having come to Devon in 1941 and having since worked with her husband at Zellions Farm, Poundsgate, near Ashburton (being one of the ancient tenements in the Forest) of which her son is now the tenant and having at the request of Professor Hoskins in 1977 contributed to his "History from the Farm" and having written a chapter on agriculture in "Dartmoor - A New Study", edited by Crispin Gill and made several contributions to the Devon History Society and written in the Western Morning News. She referred to DPA/Moore, the 1542 Instructions to my Lord Prince, the 1608 Jury Verdict at the Court of Survey, to Marshall's Rural Economy 1796, to Rowe Perambulation of Dartmoor and to Manwood's Forest Law, and to other documents (being WA/3 to WA/9), all in the context of the nature of "Venville rights" and the existence or non-existence of "the Commons of Devon". She made various criticisms of the affidavit of Mr Somers Cocks (S/1).

Next (9 November), Miss Lorna Mary Legassick who was born 53 years ago at Collytown Farm Sheepstor and who from 1956 to 1958 (not quite 3 years) lived with Mr and Mrs Dix at Durrance Farm to help them with their children (to begin with 4 years, 3 years and a baby) in the course of her oral evidence said (in effect):- At Collytown Farm until she left, she helped her father with his sheep on Sheepstor Common; she never knew of anyone from Meavy claiming a right over that Common. While she was at Durrance Farm, Mr Dix had pedigree Welsh Black cattle and she thought some Welsh Mountain sheep. She thought he might have used Wigford Down, meaning for his sheep; she rejected the suggestion (treating it as laughable) that Mr Dix put his pedigree cattle there; these he kept in his own fields, never letting them out not (at any rate) when she was there. She never heard Mr Dix or any of his family say that they had any rights over Ringmoor and never had any reason for thinking that he ever grazed there. She always understood Ringmoor was "private land". She could offer no explanation of why Rights Section Entry No. 8 apparently showed that her father had applied for a registration over Ringmoor Down.

Next (9 November) Mr Andrew Roy Radmore gave oral evidence in the course of which he said (in effect):- He was born at Harnspitt Farm, Meavy, (25 years ago) and he had helped his father with cattle and sheep on the Moor. They had grazing rights over Lynch Common; they also grazed a large area east of the River Plym, about 2,800 acres on Hen Tor, Broad Rock and Willans Hill, to get to which they with permission of the Maristow Estate went across Ringmoor Down. He described the stock he had seen there belonging to others.

Next (10 November) Mr Reginald Tom Bernard Jones who between 1946 when he left school (born 1932) and 1976 when he became a self-employed farmer at Bellever Farm, Eoo Newy, in the course of his oral evidence said (in effect):- He had had



ponies on Lynch Common and Ringmoor Down; from 1955 to 1958 he rented 7 acres (4 fields) near the Old Mill in Meavy Barton; from 1967 to 1975 he, while employed by Mr R E Skelley as a lorry driver, rented from him a field near the corner of Brisworthy Plantation (from this field there was a gate to Lynch Common but no gate to Ringmoor Down). He started grazing ponies while he worked for Mr Richard Malling at Yellowmead Farm; Mr Malling sold him the ponies; before he purchased them they ran on Ringmoor Down; actually it was not a purchase; there were 3 ponies; he lived with Mr Malling for 6 years from 1949; he (the witness) sheared his (Mr Malling's) sheep and he let him have his ponies. He married in 1955. From time to time he had bought odd ponies and kept some (meaning of the progeny) so that he now had about 60 mares, although up to 1974 his biggest number was less than 10. He stayed at South Lake (Mr Stentiford) for 3 years; Mr Stentiford let him "use his rights". Asked by Mr Ellerton "by what right were you grazing animals (meaning I suppose particularly between 1958 and 1967) he said "I did not have any" agreeing that at that time he had no land to which they could be brought back. Asked about his 3 to 10 ponies who were out on the Moor, "I had friends: they would go back with other farm ponies". Asked by Mr Harker about the status of Ringmoor Down, "I have been told Ringmoor Down is private, but my view on Common Land is that it is there for everybody"; as far as ponies were concerned there was no difference between Ringmoor Down and anywhere else; his ponies being out on Lynch Common could go on to Ringmoor. He thought everybody had a right to the Common even the people of Plymouth. Asked about who stocked Ringmoor Down, "literally everybody had stock on Ringmoor Down on some occasion", but "I have never seen any stock of Mr Blackler".

Next (10 November) Mr Derek Radmore who had previously given evidence (7 July) gave further evidence in the course of which he said (in effect):- Mrs Frazer was mistaken in thinking that he had ever said that the gate erected at Watery Lane (about the same time as the cattle grids) was intended to encourage stock to go from Lynch Common on to Ringmoor Down. In 1966 Mr Stentiford's Lake Farm and the stock there were purchased by Mr Vass; at the time he had 2 heras, one of milking cattle and one of Hill cattle; subsequently he (the witness) purchased the Hill cattle and after trying them at Hen Tor found them to be leared on Yennadon (part of CL 191). He (the witness) had helped Mr Blackler a lot; he always had a dairy herd which did not go out onto the Moor. Mr Stentiford on Hay Wood had his own cattle; Mr Blackler did not drive his cattle across Hay Wood because he did not drive cattle. He may have had a few bullocks, mostly it was a dairy herd with calves coming along behind them.

Next (10 November) Mr G H Williams who had previously given evidence (26 May) gave further evidence in the course of which he referred to a plan of the highways and public rights of way recorded by the County Council as specified in Part XII of the Second Schedule hereto. On the plan produced he had marked possible ways of driving cattle from Brisworthy onto the Forest (CL 164) without going over Ringmoor Down to the River Plym and then on, (B) along the road westwards out of Brisworthy then turning southwards over Cadover Bridge; and (C) along the said westward road then turning northwards past Ringmoor Cottage and along the road which runs along or near the north boundary of Ringmoor Down and thence up to the Forest by Eylesbarrow.



Next (10 November) Mr J A S Macfarlane who had previously given evidence (26 May) gave further evidence in the course of which he produced the documents specified in Part XIII of the Second Schedule hereto. He said (in effect):- He arranged the 1947 agreement (R/47); the entrance driveway to Nattor Farm opens directly onto Ringmoor; Mr Wakeman as tenant of Nattor used to turn out stock onto Sheepstor and he found his stock drifted back to the farm gateway on Ringmoor; the agreement was made because Ringmoor was let with Yeo Farm; the Mr Wakeman referred to, is the same as the applicant for Rights Section Entry Nos 18 and 19 (he is since deceased). As regards Burrator House (No. 18), the rights Mr Wakeman was exercising were pursuant to the 1947 agreement. As to Yeo Farm, the 1920 lease (R/39) to Mr F E Northmore continued to 1947 when he gave up and Mr Stone took over. As to there being no stock proof fence between Ringmoor Down and Lynch Common: the possibility of rebuilding the bank (the Parish boundary) had been considered, but it would require barbed wire to keep sheep out or in; fencing, from the amenity point of view, is a sensitive (or emotive) subject, particularly in the National Park, the Committee of which included Lord Rotherough before 1954 as deputy chairman and after as Chairman and were against fencing; the Hunt uses Ringmoor Down; so when we took over our managers had instructions to remove the stock" (rather than rely on fencing). Consideration was given to fencing shortly after Mr Stone became tenant of Yeo Farm in 1947 when it appeared that he would qualify for certain benefits under an Act of 1950 relating to the rearing of livestock. It was the policy of the Estate not to stop persons walking across their lands or exercising their animals (dogs or horses) on them provided it did not interfere with grazing; he remembered that about 20 years ago a riding school at Yelverton was given permission to ride over their land.

Next (10 November), it having been suggested that Mr Macfarlane should consider a document relating to the health of Mr N H Blackler, Mrs M E Goodman intervened saying that her brother was well able to work to the time when he had a coronary thrombosis. I accepted her intervention; farmers around Dartmoor for all sorts of reasons help each other, often because they like the person they help enough to do him a kindness; Mr Blackler was by many considered to be such a person and I need not consider why; I am concerned with what he and they did.

Next (10 November), Mr Etherton produced the documents specified in Part XIV of the Second Schedule hereto, being the 1976 conveyance of Burrator House to Mr E W F Webb and Mrs J Webb, the statutory declaration made 28 October 1982 by Mr John Dix (as being written evidence by him) and the 1577 judgment in the case of Nicholas Slanning.

Mr Dix in his declaration, said (in effect):- From 1955 to 1958 he had personally occupied Durance Farm, then owned by trustees for his wife; his manager Mr Jury (now dead) continued in occupation until 1963. The Farm had common rights on Wigford Down and so far as he was aware on no other common. During the period he had cattle but they were always grazed on the Farm:



then owned by trustees for his wife; his manager Mr Jury (now dead) continued in occupation until 1963. The farm had common rights on Wigford Down, and so far as he was aware on no other common. During the period he had cattle but they were always grazed on the farm; also he had sheep leared and grazed on Wigford Down. He always regarded Ringmoor Down as private land belonging to the Maristow Estate over which he had no rights; from 1955 to 1963 no animals from Durance Farm ever grazed there.

Next (10 November), Mr Wilfred John Edmunds of Gribblesdown, South Brent, said in the course of his evidence (in effect):- he was the Agister appointed by the Duchy for the south quarter of the forest; he believed that he was in the succession of Agisters so appointed by the Duchy since 1843 he knew of no person with grazing rights over the south quarter who grazed on the Sheepstor commons and none save Sir G and Lady Sayer, Admiral Eberle and Mrs Smallwood had claimed a right to do so. He produced extracts (MA/9) from conveyances dated 1966 and 1960 of land at Holme which mentioned Venville rights over "the Forest of Dartmoor/Dartmoor Forest".

Next (10 November), Mr Harker and Toms on behalf of their clients said that they did not claim rights over the WA objection area.

Next (10 and 11 November), Mrs Canning made submissions as to the case of the Water Authority, many of which I have adopted or dealt with as hearinafter or in my CL. 164 decision of even date set out.

Next (11 November), Mr Michael James Green, chartered surveyor who is and has been since 1975 employed as Estates Officer (land agent) by the South West Water Authority, said (in effect):- he had some knowledge of the area before 1975 because he had been from 1965 employed successively by the Duchy and the County Council. He had considered the records of the authority relating to the WA objection area, particularly the 1917 conveyance (WA/17) and identified the area with the items in the conveyance schedule headed "Deancombe and Outholme Farm" and part of Dittsworthy Common; his general conclusion was that in 1917 the area was then all tenanted and treated as free from common rights. In his time the area was let\* to Mr E F Palmer; he thought that if anybody had had common rights over it, they would have come to him (the witness) and protested, but nobody had done so. He could not say that there is any correspondence between the acreage shown in the 1799 conveyance and that shown in the 1917 conveyance. There were stones marking the boundary of the WA objection area but no physical boundary.

Next (11 and 12 November), Mr E F Palmer, who had previously given evidence (25 May) gave further evidence in the course of which he said (in effect):- the wishes of the Sheepstor Commoners Association (EFP/20) were: the Roborough objection area is accepted as private land free from all common rights (including Venville claims); and also so free the WA objection area; the unenclosed moorlands in Sheepstor (meaning the parish) known as Sheepstor (meaning the Tor itself) and its surroundings, Yellowmead Down, Dittsworthy Warran and Aylesbarroy are the Sheepstor commons used in common grazing by the following farms in Sheepstor (Entry Nos in brackets):- (6) Yellowmead (8) Collytown, (9) Torr Fields, (45) Maristow Estates, Burrator House and Nattor Farm of which 18 and 19 are duplicates, (21) Lambs Park, (40) Yeo, (42) Hellington, (44) Jobbers and (51) Chubstone; the Association objected to straying rights being those at Entry Nos 3,4,5,7,11,12,13,14,15,10,

\*Note:- Mr Green was not and I am not concerned with the difference between a let and a licence later made by the Court of Appeal in SWWA v Palmer, Times Newspaper 9 May 1983.





53 (withdrawn), 46, 47, 48, 54, 55, 52, 53, 57 and any other such claims; the Association opposed applications to graze from persons outside the parish of Sheepstore (he referred to Venville and the "1603 Charter", and asked therefore that the following Entry Nos be not confirmed: 1, 2, 30, 31, 32, 33, 34, 35, 36, 37, 41, 65, 66, 38, 39, 43, 49, 26, 27, 28, 29, 22, 23, 24, 25, 50, 17, 16 (20 cancelled) and any other such claims. As showing the accepted rights of common he relied on the 1942 particulars (EFP/21). As regards the Venville claims, there was nothing to support them and they were "beyond reason"; if accepted, local farmers who rely so much on their common grazing, would be ruined. In answer to questions by Mr Etherton he explained that the registrations made of grazing rights on Ringmoor Down which he had always considered to be private land had been made because at the early stages he understood that Ringmoor Down would not be included in this Register Unit and unknown to him when he made or helped others to make applications over the Register Unit it had by the County Council been included. At the end of the 11 November proceedings Mr C D Peak who was representing Shaugh Prior Commoners Association intervened (he took no other part in these proceedings) to ask Mr E F Palmer a question about (among other things) the use made of Ringmoor Down by the military during the 1940-45 war. In answer to questions by Mr Theyer, Mr Palmer explained his part in the Shaugh Prior proceedings (re Hanton Warren 68190). In answer to questions by Mr Toms he gave information about meetings of commoners before Lady Sharp's 1976 hearing and insisted that he had always considered Ringmoor Down to be private (reference was made to Dean/1 and Dean/2). In answer to questions by Mr Harker, he dealt with some aspect of the water problems associated with grazing at Lynch Common.

Next (12 November):- Mr Harker made final submissions as to the claims of (55) Mr Hill, (10) Mr R E Skelley, (3) Mr A Cole, Dr Hussey and Mr N K Skelley and (15) Mr N K Skelley. Mr Theyer made final submissions as to the claims of (1) Sir Guy and Lady Sayer, (2) Admiral Sir James F Eberle and (43) Mrs Smallwood, as summarised in my 68164 decision of even date; he stressed the importance of determining the lands included in "the Commons of Devon" and contended that the parts of the Unit Land near the Forest were clearly such, and that Ringmoor Down was necessarily included in the "channel" through which the farmers must go to graze on the parts of the Unit Land near the Forest and to the Forest itself. Mr Toms intervened with his final submission in support of the claims of (18) Mr Webb and (46) Mr and Mrs Dean; he said that Mr Webb had not abandoned his claims over the South West Water Authority Land.

Finally (12 November) Mr Etherton made his final submissions by reference to a summary mentioned in Part XVI of the Second Schedule hereto. He contended that the question: "What are the Commons of Devon" is one of fact. As to individual claims he stressed: Mr Wakeham paid £10 per annum to Mr Stone; Mr W Northmore paid £10 per annum to Mr Stone, Mr J F Northmore paid £2 per annum to Mr Stone; Mr Radmore never grazed Ringmoor as of right, Mr E F Palmer made no claims on Ringmoor, Mr Dean only came to Durance in 1963, Mr N K Skelley only came to Callisham in 1966, Mr Hill only came to Luxmoor in 1966, Mr Vanstone offered no evidence at all, Mr R E Skelley of Wotter abandoned his claim except as regards Venville, and Mr C... (?) and Mr Peak had made no registrations. At the hearing Mr Etherton had not time to read his summary and asked that I read it later, notwithstanding Mr Harker and Mr Toms had left the proceedings before he commenced his submission; I record therefore that with a letter dated 18 January 1983 I have statements signed by Mr Harker and Mr Toms on 17 November 1982 and 11 January 1983 confirming that they have no objection to this.



The foregoing description of the Course of Proceedings is not intended to summarise all the evidence which was given or all the submissions which were made to me. Other matters were dealt with both in evidence and argument. Rather the description is intended as indicating the more controversial matters and the conflicting views about them, and as an introduction to my decisions as hereinafter set out about the main questions requiring my determination.

### Venville East registrations

Entries Nos 1, 2 and 43 for details see First Schedule.

In my CL164 decision of even date relating to the Forest, I have considered and rejected Mr Theyer's submission that the registrations are established by what I have therein called the Headland Warren and the Hentor Warren decisions and the Venville - Commons of Devon Claim; such decision particularly the para headed "Venville" should be treated as repeated herein.

But such rejection on the grounds (in effect) that the arguments cannot be supported as lawful, was in *De la Warr v Miles* (1881) in my decision cited, stated to provide no reason for my not considering whether the evidence justifies the rights. In a similar situation Jessel MR in *Commissioners v Glasse* also cited (1874) first considered whether the evidence could justify an "ordinary right of common appurtenant", and I shall follow his example by considering first what the things (pieces of land) are called.

As stated in my CL164 decision there is a thing called "the Forest" being, with possibly some minor and not now relevant exceptions, the same as the CL164 land and I find that there is no other thing (piece of land) so called. Nobody disputed that the boundary between the Forest and the Unit Land is easily identifiable as a line from the top of Eylesbarrow south-eastwards down to the nearest point on the River Plym.

I shall in this decision assume (as is likely shortly by the operation of Section 10 of the 1965 Act to be conclusive) that the rights registered at Entry Nos 1, 3 and 45 certainly do exist over the CL164 land; so if the Unit Land (or any part of it) and the Forest and both properly be regarded as part of some thing (some one piece of land) distinctively called, I at once have weighty evidence in support of these Entries.

Of the parts of the Unit Land, that at the hearing most mentioned was Ringmoor Down. This name appears on nearly every (maybe every) map produced to me, and is frequently mentioned in the documents produced by Mr Etherton and specified in the Second Schedule hereto: by such words nobody included any part of Lynch Common (CL 191), the below mentioned bank/wall between them being distinctive. All who mentioned Ringmoor Down treated it as at least including extensive open moorland marked on the Register map between Gutter Thor and the bank/wall and for reasons obvious on my inspection very worthwhile talking about. The Register map as part of the Rotororough Objection Area is marked "Legistor Warren"; some witnesses included this in Ringmoor Down and were seemingly not aware of or thought it not worthwhile making any difference, the important boundary being for practical purposes the River Plym; other witnesses made no distinction. During my inspection there was some hesitation by some of those present as to whether the part of the Rotororough Objection Area south of the line PN in the decision plan could properly be regarded as Ringmoor. In paragraph 34 of the



1976 report of Lady Sharp, Ringmoor Down is described as 3,845 acres (approximately 6 square miles) that is something much larger and quite different from the Roborough Objection Area, see the map at Annex C of the report; in my opinion this difference is of no significance in this case, the use of the expression in the report being consequential on the area being used for military purposes during the 1939-1945 war and being for such purposes commonly described as Ringmoor Down.

Ditsworthy Warren is on the Register map used both as marking the House so called near the River Plym and as an area undelineated vaguely between Aylesbarrow and the House. Witnesses sometimes used Ditsworthy with or without the word Warren as referring to the House and the lands held with it and sometimes to a larger area. There seems to be good reason for this confusion as there was some evidence that in the past the House and the said area had been let together, and indeed Mr Macfarlane indicated that he before the hearing considered the Ditsworthy Warren Area just as private as the Roborough Objection Area.

I heard little about areas marked "Yellowmead Down" also marked on the Register map because there was never any controversy about it.

The expression "Sheepstor Common" does not appear on the Register map although Mr Palmer explained he used it as meaning what I have called the Remaining Area.

With the possible exception of Lady Sayer, no witness when describing what they or anyone else did used the expression "the Commons of Devon"; for example when referring to grazing nobody used words such as "the animals then went on the Commons of Devon". Witnesses who wished to refer generally to grazing on moorland used the expression "the Moor".

I find the Forest (CL164) and the whole (or any part) of the Unit Land are not both part of one piece of land, and it follows that the rights described in these registrations must (there being no evidence in 1890 DAP/Moore or in any other documents of any actual grant) be established by one of the three methods of prescribing mentioned by the Court of Appeal in *Tehidy v Norman* 1971 2QB 528 at page 543, being (so far as now relevant) by evidence of actual exercise of the right claimed by use of the Unit Land or some part of it, as of right.

Of any person ever having on the Unit Land ever having exercised any right of grazing or other right of common from the lands mentioned in column 5 of Entry Nos 1, 2 and 45 during living memory there was no evidence at all. Lady Sayer mentioned she had on one occasion cut vags (peat) somewhere near the Unit Land and that a pony of hers had once been found near Princetown; even assuming that such cutting and such finding can somehow be attributed to some part of the Unit Land neither was in my opinion an exercise by her of a right of common as of right within the meaning set out under such heading in my CL164 decision of even date; the cutting of vags on one occasion was rather a demonstration that Lady Sayer had no intention of abandoning any rights she might have (and nobody at this hearing has suggested that there was any such abandonment) but had no other legal effect. So I have to consider whether the extensive references to "Commons of Devon" in the documents extracted from the 1890 DAP/Moore and surrounding circumstances could justify the conclusion that there has been grazing, taking of turves, stones and rushes from the said column 5 lands over any part of the Unit Land to establish the rights claimed by prescription.



Against this I have the evidence of Mr Edmunds which I accept that no animals from the South Quarter came onto the Unit Land and I infer from the maps that I have if there had been on the said column 5 lands they would have had to have come that way. Additionally I have the general evidence and submission of Mr E F Palmer and by Mrs Canning that any such grazing or exercise of rights of common would be "beyond reason" and "contrary to sense". Such evidence and submission were put forward on the basis that they were obvious; so I must record my own impression of what I saw when I inspected Unit Land and the Forest (CL164) as a consequence of my hearings, and I think I can properly take into account what I have seen on inspections made in consequence of other hearings I have held about lands within the Dartmoor National Park. In much of the evidence, it was at least implicit and often expressed that those who have rights of grazing take considerable trouble to look after their animals. Exercising a right of grazing as of right does not consist merely of putting the animals out on, or opening a gate allowing them to go on their own to, some part of the Moor which may be their lea. Additionally it consists of looking after them to see that they do not suffer harm by being caught in a mire or otherwise involved in accidental injury or (as was mentioned by one witness) rustled or by wandering so far that they were lost to their owner; some said they did this daily while others conceding they did not do it so often seemed to accept the view that a daily, or at least a weekly supervision was proper. My inspections were for the most part on short walks from a Land Rover (once from a van), but it was made clear to me as a general rule that such looking after was done on horseback. Practically therefore animals could be looked after as long as their straying from their lea was no more than could be supervised from a horse; so the capacity of a horse being as it is for an area of grazing to be so large as to be describable as "beyond reason" or "contrary to sense" must be very considerable indeed. Nevertheless making due allowance for the skill of those concerned in recognising from horseback their own animals (being to some extent no doubt guided by their knowledge of their animals' propensities) I am satisfied that there is a limit not perhaps very easily quantified beyond which to suggest that there could be grazing over so large an area would be properly described as "beyond reason" and "contrary to sense".

To exceed that limit would not only be likely to involve the owner of the animal in financial loss (the animals are valuable) but also be cruel to the animals in that for lack of proper supervision they might be subjected to avoidable suffering. Accordingly I reject altogether the idea that anybody would be grazing as of right on Dartmoor if they put an animal there leaving it to go to its lea wherever it might be or to stray wherever it could and doing no more than expecting that with reasonable luck those holding the next drift or the next gathering would be kind enough from its marking to notify its owner. I have some evidence that some animals of owners are looked after by friends on compassionate grounds the owner being too old or otherwise unable to do it himself. And I have some evidence that many of those concerned with Dartmoor would have compassion on neglected animals to whomsoever they might belong. Those who kept animals in their spare time, having non-agricultural employment during normal working hours had difficulty in looking after their animals but all who gave evidence before me either expressly or impliedly accepted that it was their duty to do so. I conclude therefore that those whose animals went beyond the limit and who could therefore not fulfil this duty were not in law exercising a right of common as of right; and although doing something not as of right is not necessarily properly describable as doing something wrong, many would think that any such grazing was and is wrong.



Relying therefore very much on what I have myself seen of the Unit Land and the parts of the Forest (CL164) between it and the said column 5 lands, I accept the evidence of Mr Palmer and the submission made by Mrs Canning that to graze from such lands on any part of the Unit Land can properly be described as beyond reason and contrary to sense.

I reject the suggestion that either Mr Palmer or Mrs Canning when using the words "beyond reason" and "contrary to sense" and like expressions were being or ever intended to be, offensive personally to or about those represented by Mr Theyer. Indeed as Mr Theyer never claimed that his clients had actually exercised any rights of common over the Unit Land, the use of such words would not amount to any aspersion on any of them personally. However having regard to the case which was presented on their behalf, those opposed to it were in my view entitled to lead evidence and to put arguments based on the total inappropriateness of any such grazing in purported exercise rights, and they in no way misused the English language by in order to stress the point of using words such as "nonsense".

The "nonsense" argument is certainly not wholly decisive as regards all the claims with which I have been concerned. It would I suppose be equally applicable to any grazing claimed by an owner of some of the land adjoining the South Quarter of the Forest to graze on the North Quarter; the Duchy in the CL164 proceedings expressly withdrew their Objections apparently intended to limit grazing to not more than one of the Quarters and in effect conceded that the existence of a right to graze over one of the Quarters was evidence enough in many cases of the right to graze over all; this concession is wholly in accordance with the judgement of Jessel MR in *Commissioners v Glassey* supra and in accordance with my findings that the Forest is one thing within the meaning of such Judgement. But the nonsense argument is effective as an answer to any suggestion that I should deduce from the documents extracted in 1890 DPA/Moore or many other of the historical documents that there has been grazing as a right on any of the land somewhat loosely collectively described as the Commons of Devon from all and every piece of land which are now entitled to a right of grazing over the Forest (CL164). For notwithstanding the history of Dartmoor about which so much has been written and about I know very little, I have no good reason for supposing that what is beyond reason and contrary to sense now has not always been beyond reason and contrary to sense.

I find therefore that such historical documents as are extracted in 1890 DPA/Moore and in the other printed books produced provide no evidence that there has been any grazing as of right from the said column 5 lands over the Unit Land. Some of the documents produced relating to various parts of the Unit Land are such that one would expect some mention of such grazing if there had been any, and one finds none. From living persons there was no evidence of any such grazing and some evidence of there having been none. I conclude that the rights claimed at Entry Nos 1, 2 and 45 over all or any part of the Unit Land have never been exercised as of right, and my decision is therefore that these registrations were not properly made.



### Luxmoor registration

Entry No 55, for details see First Schedule. Particularly against the registration I have the evidence (26 May) of Mr Stone and Mr Jones and in support I have the evidence (26 and 27 May) of Mr Hill, Mr Downey and Mr Giles.

My decision is in part simple; the registration as it now stands is "to stray"; the application contains the word "vicinage"; so on paper at least it seems that Mr Hill (or his advisers) had in mind a right of common by reason of vicinage, a registration of which for the reasons given in my said CL104 decision under the heading "Straying" should be avoided unless (a) I can properly modify it by substituting "graze" for "stray" and (b) properly conclude that a right to graze in accordance with such modification has been established.

Luxmoor Farm is a little under 25 acres. During my inspection Mr Hill explained that the grazing on which he relied by himself and Mr Downey, was from the Farm by the track to Brisworthy Green and from there onto Ringmoor Down. The appearance of the Farm and the Green favour the view that from time immemorial those at Luxmoor Farm have in exercise of a right of common or of some other right grazed Brisworthy Green and so far as they thought it worthwhile also on Brisworthy Burrows. The appearance is against from time immemorial any grazing from the Farm onto Ringmoor Down, because there are the remains of a wall (being a parish boundary) between the Green and the Down, and there is no gate (or at least Mr Hill drew my attention to none) leading directly from the Farm to the Down.

The application is dated 8 December 1969 and the particularly applicable Objection No. 1095 is dated 31 July 1972. It was not suggested that the right could be established otherwise than by actual use; so the 16 years from 1950 when the Farm was occupied by Mr Downey are the most important.

Although Mr Downey early in his evidence said that cattle by him put on Brisworthy Green went out on Ringmoor Down, when answering questions by Mr Etherton he explained that he only put on to the Common (meaning Brisworthy Green) about  $\frac{1}{2}$  a dozen at a time and that this  $\frac{1}{2}$  dozen was leared on the Green, it became apparent that his earlier more general statement about Ringmoor Down required considerable qualification. On his evidence alone I find that although from time to time some of his cattle or calves may have strayed from the Green on to the Down, such straying was never in such numbers as to be worth the attention of Mr R G Jones and was never of such significance as to be such as a reasonably prudent owner would regard as anything as accidental.

I reject the suggestion that I should on the evidence of Mr Giles treat the straying of cattle from the Green on to the Down as being more extensive than I am able to deduce from what Mr Downey himself said. Mr Giles' Statements were all based on observations made by him of Ringmoor Down at a considerable distance and from a place where he could only see part of it; I consider his statement unreliable as being no more than guesses on his part of what might be happening on Ringmoor Down and as being made without any firm basis.



That there was before 1950 grazing on Ringmoor Down from Luxmoor Farm by Mr William S Northmoore was accepted; but for this, Mr Stone said he paid £10 a year. In accordance with *Gardner v Hodgson* 1903 AC 229, in the absence of any contrary evidence, I infer that such grazing was by permission and not as of right.

The grazing said by Mr Hill to have been done by him after 1956 was different from anything done before by Mr Downey. I conclude therefore that there has been no grazing as of right from Luxmoor Farm on Ringmoor Down before 1956.

As to grazing after 1956:- From Mr Hill's 1968 application I infer that he then thought that any grazing by him on Ringmoor Down was different from and therefore significantly less than on Brisworthy Green; that others would have thought so too is supported by his sheep when on Ringmoor Down always being near the Luxmoor Farm boundary where they would not be easily seen from the far side of the Down where those mostly concerned would be likely to be. Even if there are rights attached to Luxmoor Farm to graze on to the Forest (CL164), it would not necessarily follow that he could graze on so much of the Unit Land as lies between. I find he was not before July 1972 grazing as of right, and after the Objection his legal position was no better. It follows that the registration was not rightly made.

But in case I am mistaken in thinking that a right of common by reason of vicinage is not registrable, I record that in my opinion no such right is established by the evidence I have. Such a right is not established merely by showing that animals have strayed from a common on to the adjoining private land; a right of intercommoning must be proved by prescription, that is use "as of right" such as is needed to establish by prescription rights over the land of another; see *Clarke v Tinker*, and *Jones v Robin* (1847) 10 QB 604 and 621.

#### Meavy registrations

Entry Nos. 3, 15, 45 and 47, for details see First Schedule hereto

For reasons given in my CL164 decision of even date under the heading "Straying" my decision is that these registrations should be avoided unless I can properly: (a) modify them by substituting "graze" for "stray" and (b) conclude that the rights described in the registration so modified are established.

For animals from the lands to which these alleged rights are attached to get practically and conveniently to the Unit Land they must cross Lynch Common (part of CL191). The attached lands are to the east of Lynch Common. Ringmoor Down being the nearest part of the Unit Land is west of Lynch Common. For the benefit of the Claimants, I shall assume as they did, that to each of the said lands is attached a grazing right over Lynch (the rights over CL191 were considered by me at a hearing on 19 and 20 April 1983); so to understand the evidence offered the boundary between Lynch and the Unit Land is importantly relevant.

The boundary is extraordinary; what it must have at one time been, is so different from what it is now. It is just under  $\frac{1}{2}$  a mile long. When first built it must have been a carefully constructed bank/wall at base 6 feet or more wide and everywhere at least of the same height, throughout faced with stone and packed with





earth (perhaps some rubble); it runs along the line of the Parish Boundary, and is, and I infer always has been an important landmark. I have no evidence as to when it was constructed, but it appears to be at least 50 years old and may well have been built more than 150 years ago. At its south end near Brisworthy Plantation there is a gateway (no gate); at its north end by Ringmoor Cottage is a short length of enclosed roadway, part of a through road made up for motor traffic to and from Sheepstor village and its surroundings from and to the south. Now this bank/wall has numerous gaps (perhaps 15 or more) through which animals and persons could, and apparently frequently do, pass easily, in most places without going up (or down) more than is consequential on the Ringmoor Down side being a foot or two higher than the Lynch Common side; yet notwithstanding these gaps the remainder of the bank/wall stands up nearly everywhere at least 4 feet high, and sometimes higher, much as might be expected of a well constructed bank/wall of this kind. The appearance of the gaps are consistent with many of them in their present state being no more than a few years old, but I infer that some may have been easily passable for animals for at least the last 10 years.

Mrs Ware remembered the gate ("Hunting Gate") at the Brisworthy Plantation end. She also remembered a gate at the other end across the road, where on appearance alone I would have expected there to have been a gate before the coming of motor traffic.

The present appearance of the bank/wall is inconsistent with there having been from time immemorial rights such as were at the hearing claimed now to exist, in that intercommon grazing between both sides of the bank/wall, or grazing from Lynch Common such as might be expected in the absence of any fence, would have been openly interrupted when the bank/wall was made and for as long as it continued in repair, and the act of erecting the bank/wall would at the time have been evidence (cogent unless there had been some protest) that rights such as are now claimed did not then exist. And in so saying I have not overlooked the gates at each end; even with such gates the bank/wall would have been an interruption to and evidence against the rights.

The document produced by the Maristow/Roborough Trustees show that for many centuries Ringmoor Down has been dealt with or treated as private free from rights of common attached in fee simple to adjoining lands; for example the 1521 rent roll (R/23) shows that Ringmoor was let to named inhabitants of Brisworthy and Lovaton, indicating that grazing from Lovaton was not at that time as of right.

I find therefore that the rights now claimed did not exist when this bank/wall was made and accordingly they are not supported by prescription at common law.

There being no evidence of any actual grant, I am concerned only with the two other ways of establishing rights by prescription particularised in *Tehidy v Norman* 1971 2 QB 528 page 543; so I consider a possible lost modern grant to be presumed by 20 years exercise as of right of the rights claimed; in the circumstances of this case the Prescription Act 1833 could not help the claimant, if no such presumption can be made.

The erection in about 1970 of the cattle grid near the River Heavy and the fence by and gate across Watery Lane has at certain times of the year made it impossible for animals on Lynch Common to drink unless they go elsewhere; inconveniently by



someone opening for them the gate by the cattle grid they can drink at the River Meavy as they always could before the grid was there; not very conveniently there are 2 places along or near the road from Wigford Down to Brisworthy where they can drink, or inconveniently they could go down to Cadover Bridge and drink from the River Plym; but most conveniently they can drink by going across Ringmoor Down to Legis Lake (a brook) near the southeast corner of the Roborough Objection Area, or if this dries up to the there nearby River Plym; and additionally by drinking there they have the advantage of being able on the way to eat the grass on Ringmoor Down which was when I saw it, very nearly everywhere better than that on Lynch Common. So since about 1970 those with grazing rights on Lynch Common have had strong motives for encouraging their animals to cross Ringmoor Down to drink, motives shared instinctively by the animals. If the claimants to the rights I am now considering are actuated by these motives, they have my understanding and sympathy; nevertheless the difficulties which the avoidance of the Meavy registration would cause to those whose rights are limited to Lynch Common and must therefore somehow deal with the water problem occasioned by the erection for the benefit of the public generally of the cattle grid, fence and gate provide no good reason why I should burden the Roborough Objection Area with rights which were not established before 1970.

I reject the suggestion made during the hearing that the cattle grid and the Watery Lane fence and gate are some evidence of the existence in 1970 of the rights now claimed; even if those employed by the County Council considered the water problem at all (about this I have no evidence and I am not concerned), their decision could not be evidence of the rights. And I reject the suggestion ascribed to Mrs Fraser (I am not sure she made it) that Mr Derek Radmore or anyone else who possibly knew that the gate and fence now across Watery Lane would be erected, by not effectively protesting somehow provided evidence that in 1970 the rights now claimed over the Roborough Objection Area existed.

I have evidence which I accept, that generally the number of animals grazing from Lynch Common on to Ringmoor Down noticeably increased in recent years, and I infer that this was to some extent a result of the water problem. This increase whatever may be its cause prevents me from as of course reflecting back to before 1970 any evidence I have of grazing afterwards.

The absence of any objection to the dog exercising by Mrs Fraser and her mother on Ringmoor Down does not I think throw any light on the existence or non-existence of the grazing rights claimed; her evidence about the animals there was too imprecise to be significant; I thank her for coming to the hearing as she helpfully clarified some of the background which I have, when writing this decision, kept in mind. What Mr C D Peek said relevant to the grazing in question was too imprecise to be significant, although I thank him too for what he said generally about grazing by ponies on Dartmoor being for me helpful background information.

Mr Harker and Mr Toms remarked on the confusion between: (a) the registrations made on the application of members of the Sheepstor Commoners Association and in particular by Mr E F Palmer who represented them at the hearing, such registrations being apparently on the basis that the Roborough Objection Area was common land subject to rights of grazing; and (b) the Objections made by the Association and by Mr Palmer and the arguments he at the hearing put forward that the Roborough Objection Area had always been considered to be private. I accept the explanation of this confusion put forward by Mr Palmer when cross-examined about it; in my opinion neither the evidence he gave nor the evidence given by anyone else nor the arguments he put forward was discredited by the confusion, and for this reason I consider all such



evidence and arguments about the registrations and the Objections with which he and the Association were concerned on the basis that the registrations always were as Mr Palmer said they were intended to be, that is exclusive of the Roborough Objection Area.

Two propositions if not expressed were at least implicit in the evidence of Mr H K Skelley and Mr P G Dean. First, if Ringmoor Down was private land it would, so they said or implied, follow from Lynch Common being undoubtedly Common that the owners of Ringmoor Down were under an obligation to the owners and commoners of Lynch Common to maintain a fence between the Down and the Common. Obligations to fence in rural areas are associated with the law relating to trespass by animals, now set out in the Animals Act 1971; such Act contains nothing to support the proposition; it did not relevantly affect the previous law except possibly as regards fencing common land from a highway. An obligation to fence is an easement and may be established like any other easement by prescription, see *Crow v Wood* 1971 1 QB 77; the first proposition in my view does not accord with the law. Of there being any such easement along the boundary between Ringmoor Down and Lynch Common there was no evidence at all; its existence or non-existence is irrelevant to any question I have to determine, and the Roborough/Truro Trustees can therefore in my opinion safely contend that Ringmoor Down is free from the rights claimed without providing evidence against themselves that they are under an obligation effectively to fence the boundary. The second proposition was, as I understood Mr Skelley and Mr Dean to this effect: the circumstance that now and for many years animals are able and sometimes (perhaps often) do roam and wander across the boundary between Lynch Common and Roborough Down is by itself some evidence that those who have grazing rights on Lynch Common also have grazing rights on Ringmoor Down. To this proposition, as I understand it, it matters not whether the owners of Ringmoor Down are obliged to maintain an effective fence, it is enough that there is no effective fence; and also I suppose it matters not that Ringmoor Down was many years ago private land. This second proposition was rejected by the Queens Bench in *Jones v Robin*, and on appeal this rejection was upheld by the Exchequer Chamber, (1847) 10 QB 581 and 620; the proceedings were concerned with a claim to a right of common by reason of vicinage but the reasoning of the judges is equally applicable to ordinary rights of common of pasture such as I am now considering. So I conclude that any belief of Mr Skelley and Mr Dean that their putting their animals on or allowing their animals to go on Ringmoor Down was justified merely by the circumstance that there has been no effective fence between it and Lynch Common, was wholly mistaken and that any such grazing pursuant to such belief was not as of right.

Quite apart from *Jones v Robin* supra, the bank/wall is some evidence against the rights now claimed. From the use of Ringmoor Down during the 1939-45 war, and its present appearance, I infer that the number and size of the gaps were at the beginning of living memory much fewer and smaller than now, certainly no greater; their present appearance would indicate to anybody who thought about it at all that the ownership and common rights if any on one side were almost certainly different from those on the other side.

The general considerations above set out under this heading are not enough by themselves to determine whether the Heavy registrations were, or any of them were rightly made. To do this I must consider separately the evidence relating particularly to each; nevertheless these general considerations are relevant when I have to balance the parts of this particularised evidence which are in conflict.



## Callisham registration

Entry No 15, for details see First Schedule hereto. Particularly against the registration I have the evidence of (26 May) Mr C P Stone, Mr R G Jones, (7 July) Mrs B Palmer, Mr D Radmore, Mr W N Palmer and (10 November) Mr D Radmore again; and in support (6 July) Mrs M E Goodman, Mr N K Skelley and (9 November) Mr F Stentiford.

Callisham Farm contains about 94 acres, a little more than half of which including the Farm buildings is southeast of the road from Hoo Meavy to Meavy, and between it and the hamlet or group of houses known as Lovaton; and the remainder is on the other (northwest) side of the road extending down towards the River Meavy. From the Farm there is access to Lynch Common by going along another road for about  $\frac{1}{4}$  of a mile through Lovaton; there is alternative access to Lynch Common by the track across Hay Wood (no longer trees) as mentioned by Mr Stentiford.

Use of the Roborough Objection Area by cattle from Callisham Farm was the only use suggested as being possibly significant. The most relevant use being that from 1952 to 1966 when the Farm was occupied by Mr N H Blackler and as to this the evidence was conflicting as to (1) whether cattle from Callisham Farm were ever on Lynch Common, (2) whether any cattle so grazing were there as of right appurtenant to Callisham Farm, (3) whether any such cattle also went on the Roborough Objection Area (being so far as relevant Roborough Down) and (4) whether the cattle so going on to this Area were there as of right so appurtenant.

Mrs Goodman while giving evidence and afterwards seemed anxious to combat any suggestion that her brother Mr N H Blackler was not a competent farmer or that he was in any other way open to criticism. Other witnesses when in the course of their evidence saying that they had never seen his cattle in the Roborough Objection Area sometimes explained (in effect) that they did not expect to see any of his cattle because he was a man who did not and who quite openly for personal reasons said he did not, walk about more than he needed to. Happily I am able to record that nobody at the hearing made any suggestion such as Mrs Goodman seemed anxious to combat and indeed it was implicit in the evidence of all who spoke of Mr Blackler that he was an agreeable person able to look after Callisham Farm, whose above mentioned wish so far as it was known was understood and respected. There being nothing extraordinary about his wish, I have no reason to and did not investigate it. Any finding of mine in this decision that Mr Blackler did not graze animals on the Roborough Objection Area or that any animals of his which were there had not been grazed as of right could not conceivably reflect adversely in any way on Mr N H Blackler, and I record therefore that Mrs Goodman was, if she was anxious as she seemed to be, wholly mistaken.

But I am concerned to determine what weight I should give to the statement very clearly made by Mrs Goodman at the beginning of her evidence that Mr Blackler's cattle went to Lynch Common, to Ringmoor Down and up to the Forest. That Lynch Common and Ringmoor Down were at the date of the hearing and for some years before being grazed by Mr N K Skelley and possibly others as if they were one common, I have no difficulty in accepting; for the reasons given under the heading "Meavy registrations", on appearance alone it is possible that Mr Blackler was grazing similarly. But on appearance alone that he was also grazing the



Forest is impossible, or at least improbable. As a result of her answers to the questions put to her about the grazing she had described, I conclude that her description of her brother's grazing was not an objective statement based on what she had seen or had good reason to believe was actually being done by or on behalf of her brother from time to time, but was rather a statement of what she considered her brother should have done if there had been attached to Callisham Farm the rights which she understood her cousin Mr H K Skelley was now claiming, and that she had somehow persuaded herself that unless her brother in fact grazed in accordance with these rights, it would somehow reflect on him. Although I think Mrs Goodman was trying to be helpful, having seen her give evidence and looked at the land about which she was speaking, I conclude that what she said was unreliable and I therefore attach no weight to it.

As to cattle, Mr Blackler's main concern was with his South Devon dairy herd grazed on Callisham Farm itself. It is likely that to him it was convenient from time to time to put the progeny of this herd on to Lynch Common; and it is certainly possible that from time to time he purchased bullocks to add to the cattle so put out. But contra I have the evidence by Mrs B Palmer; so I feel some doubt whether he ever put out cattle on to Lynch Common in any numbers which could be significant in relation to the Unit Land and even more doubt as to whether any cattle so put out were ever effectively leared on Lynch Common; nevertheless I shall assume for the benefit of Mr H K Skelley that he did so. So I am left with the question whether any such cattle on Lynch Common ever grazed on, and if so ever grazed as of right on, the Roborough Objection Area. I accept the evidence of Mr Stone and Mr Jones that they chased any cattle (other than their own or permitted by them) off Ringmoor Down and notwithstanding that neither could remember whether the cattle so chased included any belonging to Mr Blackler, his cattle would have been chased off. I do not accept the evidence of Mr Stentiford that before 1966 cattle such as he described as having passed along the track across Hay Wood onto Lynch Common would necessarily go on to Ringmoor Down; at that time such cattle could easily have got the water they needed from the River Heavy a short distance away from where the track joins the Common; I think Mr Stentiford may have confused the position as it would appear now with the position as it would have appeared to him before 1966; however this may be as a basis for any finding as to what Mr Blackler was doing as of right in relation to the Roborough Objection Area, I consider his evidence to be unreliable.

Animals which are regularly chased off by or on behalf of the owner of land or his tenants are not grazing as of right on his land. Balancing as above summarised the conflicting evidence relating to this farm, I find that from 1952 to 1966 during the occupation of Mr H H Blacker there was no grazing from Callisham Farm as of right on any part of the Roborough Objection Area.

As to grazing before 1952:- I have on the one hand the two statements mentioned by Mrs Goodman as having been made by Mr and Mrs Palmer and on the other hand the statements made to me by Mr W N Palmer that his parents from 1929 to 1950 never grazed on Ringmoor Down and of Mr E F Palmer that he always regarded Ringmoor Down as private, a statement made generally but intended (as indicated at the hearing) to include particularly that he agreed with his brother about what was happening at Callisham Farm when he was there. Mrs Goodman said that Mrs Palmer when making the statement she described showed emotion but did not



say why she thought Mrs Palmer was emotional about it; I cannot think why Mrs Palmer would feel emotion when describing something her husband was doing as of right. However this may be, balancing this conflicting evidence as best I can, I prefer that of Messrs W N and E F Palmer to that of Mrs Goodman and conclude that from 1923 to 1962 there was no grazing as of right from Callisham Farm on the Roborough Objection Area.

This conclusion derives some support from or is at least consistent with the 1942 sale particulars (EFP/21) produced by Mr E F Palmer which shows Callisham Farm as lot 10 containing 189.543 acres including OS No. "286 down 49.550" acres. This OS No. 286 is in the 1966 conveyance (PGD/2) produced by Mr Dean described as "formerly forming part of Callisham Farm" and was identified by him as being Callisham Down (now part of Down Farm). In the 1942 particulars the 189.543 acres was described as "valuable compact dairy & mixed farm" so I infer that in and before 1940 Callisham Farm included land which might be popularly described as a private down enough to satisfy all reasonable moorland grazing requirements of any person farming it either wholly or in part as a dairy farm.

As to grazing after 1966, when Mr N K Skelley became the owner:- I have no copy of his application dated 27 June 1968 for this registration, but I infer from the Register that it made a distinction between grazing over CL 191, meaning Wigford Down and Lynch Common and over (among other register units) CL 113, meaning the Unit Land, and contained in relation to such other units the words "stray", or "by reason of vicinage" or some other such words. Whether or not Mr Skelley understood the difference between vicinage grazing and other grazing, I do not accept his contention, made if not expressly at least impliedly during his evidence, that in 1968 he thought that the grazing, then being done or then contemplated by him as being likely in the future, from Callisham Farm on Ringmoor Down was the same as that to which he then thought he was entitled over Lynch Common; I think in 1968 he thought that there was a difference and made his application accordingly. I conclude that in 1968 there was a difference, and that sometime between 1968 and the hearing Mr Skelley somehow persuaded himself that he had rights on the Roborough Objection Area. That he is now so persuaded I deduce from his now exercising these supposed rights extensively, and indeed the shed he pointed out to me during my inspection was erected to enable him to exercise these supposed rights more effectively.

The relevant Objections 169 and 1003 are dated July 1970 and June 1972. For reasons outlined above, I am satisfied that Mr Skelley was not as of right grazing on the Roborough Objection Area before 1968. I need not determine exactly at what moment of time after that date he changed his mind because nothing he did after 1972 could improve his legal position in any now relevant way. I find (it was not I think otherwise suggested) that if there was no grazing as of right in any now relevant way on the Roborough Objection Area there could not be any such grazing from Callisham Farm on any other part of the Unit Land.

For the above reasons my decision is that the registration at Entry No. 15 would not have been properly made even if for the word "stray" there had been substituted "graze". And in case I am mistaken in thinking that a right by reason of vicinage was not properly registrable, that registration even if it



be read as being of such a right, was not proper because there has never been any exercise of such a right in the way needed for it to be by law established.

#### Durance registration

Entry No. 46, for details see First Schedule hereto. Particularly against the registration, I have the evidence of (9 November) Miss L Legassick and (10 November, a written declaration) Mr J Dix; and in support (8 July) Mr P G Dean.

Durance Farm is about 106 acres. From it there is easy access to Wigford Down which adjoins it on its south and west sides; a right of common over Wigford Down (part of CL 191) was with the Farm expressly conveyed; in the said 1942 Particulars (EEP/21) it is lot 4 and "common rights over Wigford Down" are expressly mentioned. Animals from Durance Farm can be driven via Wigford Down easily to Lynch Common along the road (fit for motor traffic) which from Cadover Bridge runs by Wigford Down and then across Lynch Common and which for about 300 yards between them is fenced from the adjoining land; I suppose animals from Durance Farm could be driven to Lynch Common either along Watery Lane or along the road (fit for motor traffic) from Lovaton; but I have no note or recollection of Mr Dean suggesting that they ever went that way.

Activities such as schooling and breaking horses to Mr Dean important are among those dealt with in the High Court decision, *Lancashire v Hunt* (1894) 10 TLR 310 and 448 upheld on appeal (1894) 11 TLR 49; the Court held that a customary right for the inhabitants of a locality to use land for all lawful and usual games and recreation including riding was recognised by law, but that such a right did not include the right of exercising and training horses not belonging to inhabitants and taken in by them or the right of carrying on the business of a trainer of horses by exercising and training horses for profit. This decision is not directly relevant because Mr Dean was not claiming a customary right for the inhabitants of any locality, and because under the Commons Registration Act 1965 it is now too late for him or anyone else so to claim. It is however indirectly relevant because in the course of the case counsel conceded and the Court accepted that such activities could not be profit a prendre, see page 448; thus confirming the view to which I was inclined at the hearing and to which I now adhere that the horse activities described by Mr Dean could not be relevant in these proceedings. Accordingly if as against the owner of the Roborough Objection Area he wishes to maintain that he can continue these activities without their permission or against their wishes, any question arising must be determined in other proceedings.

As to grazing from Durance Farm on Ringmoor Down from 1955 to 1963:- The Farm was then occupied by Mr Dix either personally or on his behalf by his farm manager. In his declaration he said that there was no grazing during this period from Durance Farm on Ringmoor Down. If there had been a conflict of evidence, maybe ——— this declaration could be criticised as being unsatisfying because it could not be tested by cross examination; but the declaration was in important respects confirmed by Miss Legassick who was before me questioned and whose evidence I accept and there was no evidence by Mr Dean or anyone else contrary to the declaration. Accordingly I find that during this period there was no grazing from Durance Farm on Ringmoor Down.





As to grazing by Mr Dean himself after 1963:- the relevant dates are 19 August 1969 being that of his application and 4 September 1970, 10 August 1971 and 30 June 1972 being those objections Nos. 348, 930 and 1003. The application treats the unit land differently from Wigford Down and Lynch Common (CL.191) indicating that Mr Dean then thought that there was a difference and necessarily leaving some doubt in my mind as to whether I could on his evidence conclude that there was none. However this may be, that he was at the hearing had for some years previously been grazing from Durance Farm on Lynch Common and Ringmoor Down as if they were one common was as I understood him part of his case.

As to such grazing by Mr Dean being as of right, I understood him to rely on: (i) appearance; (ii) the book of Mr William Crossing (Dean/2); (iii) what his animals did, and (iv) what the animals of other graziers were doing. As to (i), for the reasons set out under the heading Meavy registrations, appearance is I think against him. As to (ii), to A Hundred Years On Dartmoor there is an appendix listing the Hills of Dartmoor among which is included "Ringmoor Down"; and above such heading are two short paragraphs under the heading "the Tors, Hills and Streams of the Moor" a statement to the effect that in the absence of any indication that a tor or hill is in the forest it is "on one of the border commons"; for the reasons given under the heading "Venville" in my CL.164 decision of even date I consider that the above quoted words from Mr William Crossing are not a reasonable basis upon which to conclude that there is attached any farm within a short distance of any of the hills listed a grazing right. As to (iii):- I reject the suggestion that a person who buys animals which after his purchase are found to have been leared on, or be inclined to lear themselves on, a piece of land belonging to another has any good reason for thinking merely from this circumstance that he can lawfully graze the animals on such land. As to (iv), Mr Dean claimed a number of persons who he thought had grazed on Ringmoor Down with no more justification than he had; Mr Etherton summarised the evidence showing that such persons either grazed with permission or had had their animals chased off or did not graze to any significant extent.

If Mr Dean was not grazing as of right when the said objections were made nothing he could do afterward could improve his position in law. Any grazing by him as of right from 1963 onwards would therefore be for far to short a period to establish for himself the right such as has been registered unless his evidence can somehow be reflected back as indicating what has been done on and from Durance Farm to at the latest about 1950. For the reasons given under heading "Meavy registrations" I am not inclined without some good reason to treat what Mr Dean was doing after 1963 as evidence of what was happening earlier; in my view he provided no such reason. It was proved that there was no such grazing between 1955 and 1963. Upon these considerations my decision is that the right of grazing claimed on the assumption that the registration was modified by substituting "graze" for "stray" was not established. And I also decide that even if I am mistaken in thinking that a right by reason of vicinage is not registrable under the 1965 Act, the existence of any such right attached to Durance Farm is also not established. There being no suggestion that if there is no right attached to Durance Farm over the Roborough objection area, there could be any such right over any other part of the unit land, I decide also that the registration was not in any respect properly made.



### Down registration

Entry No. 47, for details see First Schedule hereto. Particularly against the registration, I have the evidence of (6 July) Mr W J Nicholls; and in support (8 July) of Mr P G Dean.

Down Farm contains about 88 acres. Much of its north side adjoins Callisham Farm, and at its southeast corner adjoins Durance Farm. From it by road there is access to Wigford Down, and by a different road there is access to Lynch Common. For grazing on Ringmoor Down it is not more, and if anything less convenient than Durance Farm.

On the uncontradicted evidence of Mr W J Nicholls, which I accept, I conclude that from 1949 to 1964 there was no grazing of cattle or sheep from Down Farm on the Roborough Objection Area or any part of it and that such grazing as there was of ponies was accidental only and not as of right.

In all other respects the evidence for this registration was either the same or weaker than that dealt with under the heading "Durance Farm", and accordingly for the reasons set out under such heading my decision about this Down Farm registration is the same.

### Lovaton fields (Mr J F Northmore) registration

Entry No. 3, for details see First Schedule hereto. Particularly against the registration I have the evidence (26 May) of Mr C P Stone, and in support I have the evidence of (6 July) Mr N K Skelley and Mr A H Cole.

These fields altogether contain 16.79 acres. Some of them, Nos 741, 742 and 743 were in January 1978 conveyed by the executors of Mr J F Northmore (he died 8 April 1977) to Mr N K Skelley; the others, Nos 732, 748 and 749 containing 8.85 acres were conveyed in January 1978 by the said executors to Mr F F Northmore and another who in May 1982 conveyed Nos 748 and 749 containing 6.054 acres with other land to Mr A H and Mrs B E Cole.

Mr J F Northmore became the owner of these fields (16.79 acres) under an assent dated 9 January 1947 made in his favour by the executors of his father Mr James Northmore who died 18 March 1945; his title was traced through to a conveyance dated 6 October 1886 made to his father Mr John Northmore who died 22 April 1899.

As to grazing from the fields on to the Roborough Objection Area I have the evidence of Mr C P Stone as summarised above, stated even more shortly: Mr J F Northmore grazed Embor sheep on Lynch Common which strayed on to the Area, and for this straying he from 1947 to 1961 paid Mr Stone £2 annually.

No other person said anything either for or against these annual payments having been made, and no writing was produced corroborating them. As possibly casting doubt, I have: (i) the payments ceased in 1961 when Mr Jones took over,



(ii) Mr J F Northmore on 28 May 1968 applied for this registration under the 1965 Act including a right over "Ringmoor", and (iii) Mr N K Skelley and Mr A H Cole both assumed that they as owners of the fields had rights over the Ringmoor Objection Area. These doubts are I think of little weight, because: (i) Mr Jones said that he had never spoken to Mr Northmore, had chased off Ringmoor Mr Northmore's sheep and had seen him taking his sheep off but never seen him putting them on; (ii) it is unlikely that Mr J F Northmore knew anything of the law established by *Gardner v Hodgson* 1903 AC 229 and may well have thought that an offer to continue the payments could not lawfully be refused, and that he could therefore properly claim a right to "stray"; and (iii) I am not able to reflect back anything said or done by Mr Skelley or Mr Cole since as successor of Mr J F Northmore they became interested in these fields, to what was done between 1947 and 1961, because their circumstances and activities were different.

Upon the considerations set out under the heading "Heavy registrations", I do not accept the evidence of Mr N K Skelley that Lynch Common and Ringmoor Down "go together"; I think Mr J F Northmore may well have had doubts about grazing or straying on Ringmoor Down, and I have written corroboration (R/47) that Mr Stone was from another receiving an annual payment for grazing on Ringmoor Down.

Having seen Mr Stone give his evidence and heard him questioned about it, I accept what he said as being the truth, and therefore conclude that Mr J F Northmore did as Mr Stone said make annual payments from 1947 to 1961, and that they were for his sheep being on the Rotherough Objection Area.

From *Gardner v Hodgson* supra, it follows that the grazing of sheep by Mr J F Northmore from 1947 to 1961 was not as of right. There was no evidence that he grazed any other animals, and there was no evidence from which I could infer that before the relevant Objections Nos 348 and 1003 dated 4 September 1970 and 30 June 1972 he started to graze as of right. Further grazing as of right for so short a period would not in law be enough to establish a right. Nothing done by Mr N K Skelley and Mr A H Cole after the Objections could better their legal position.

Accordingly my decision is that the registration was not properly made even if for "stray" in it is substituted "graze". And in case I be mistaken in thinking that a right by reason of vicinage is not properly registrable under the 1965 Act, I record that in my opinion no such right from Lynch Common (CL191) such as may have by the registration have been intended, has been established.

I have not referred to the evidence I had in the CL164 proceedings about the grazing activities of Mr J F Northmore and their relation to Peekhill Farm where he lived, because such evidence being in different proceedings, could not properly be used against the Haristow/Rotherough Estate Trustees. However, it being practically difficult for me to forget such evidence, I record that if it had been given in this CL188 proceedings, it would not have affected my decision as above set out.



## Wotter registration

Entry No. 10, for details see First Schedule hereto. Particularly against the registration, I have the evidence of (26 May) Mr R G Jones, and in support I have the evidence of (6 July) Mr N K Skelley and (8 July) Mr R E Skelley.

Wotter Farm contains (as I estimate from the plan attached to the Land Certificate) between 60 and 70 acres. It is near to and south of Wotter village and on the south side of the road which bypasses the village and which runs from Shaugh Prior and Cadover Bridge on the west to Cornwood on the east.

I assume as seemed to be accepted that there is attached to Wotter Farm a right to graze Shaugh Moor and Lee Moor (CL190) which together are about  $5\frac{1}{2}$  miles long from southwest to northeast and mostly between  $1\frac{1}{2}$  and 2 miles wide and to the south part of which there is convenient not too distant access from Wotter Farm. The northwest boundary of the CL190 land is for about 3 miles the River Plym: the Unit Land adjoins being on the other side of the River.

The questions put to Mr R E Skelley by his solicitor (Mr Harker) were few and were apparently directed to establishing (as was not disputed) that there was attached to Wotter Farm a right to graze the Forest (CL164), that such right was conceded by the Duchy because they considered Wotter Farm to be in Venville, and accordingly the arguments put forward by Mr Tayer were applicable to this registration provided that "graze" was substituted for "stray".

For reasons given under the heading "Venville East registrations" I reject the submission made by Mr Harker that any right of common attached to Wotter Farm over the Rotorough Objection Area or any other part of the Unit Land is established by the answers given by Mr R E Skelley to these few questions.

Mr R E Skelley was at the hearing asked numerous other questions apparently intended to show either that he and others had, or that he and others could not have, acquired rights over the Unit Land or some part of it by actually grazing it with cattle. I found his answers to these questions confusing, because it was apparent that sometimes he did not from the maps put in front of him or from what was said to him, understand to which possible grazing areas the questioner was referring, and sometimes gave definite answers which could not be true unless qualified to a considerable extent. For example I do not accept that his cattle ever grazed on the WA Objection Area if by this he meant (I do not think he did mean this) that his cattle were leared on, or were otherwise on the WA Objection Area in much the same circumstances as they were on the CL190 land. That animals from the CL190 land from time to time strayed over the River Plym on to the Unit Land is likely; but I cannot conclude from anything said by Mr R E Skelley that a prudent owner seeing them there would have seen them in such numbers and with such frequency as to have thought they were there otherwise than accidentally.

There was some inconsistency between the evidence of Mr N K Skelley and that of Mr R E Skelley about the grazing on the Unit Land from Wotter Farm and between their evidence on the 1952 letter (R/40) to Mr R L Skelley. I consider the evidence of Mr N K Skelley about the grazing on the Unit Land by animals from Wotter Farm to be



unreliable. And I also consider the evidence of Mr R E Skelley unreliable so far as he may have intended me from it to think (and I am under the impression that he did not so intend) that the animals of his and his father before him which found their own way to any part of the Unit Land were there as of right.

So my conclusion is that no animals from Wotter Farm were ever on any part of the Unit Land as of right.

I record that by so criticising the evidence of Mr R E Skelley, I am not reflecting on him personally. Mr Harker before he gave evidence made it clear that he would not from any evidence Mr R E Skelley might give, on his behalf ask me to find that a grazing right of any kind had been established by the use made of the Unit Land from Wotter Farm. Granting that Mr R E Skelley was as well acquainted as anyone could be with what was happening on the moorland near his Farm, it would be extraordinary if he could say with any certainty what animals were doing in places more remote from his Farm and some of the remotest parts of the CL190 land. I think at the hearing he was doing his best to answer the questions put to him so as to help claims put forward by others, and was often dealing with matters for which he was unprepared.

However this may be, my decision is that a right such as has been registered even if for "stray" there is substituted "graze" was not established. And even if I am mistaken in thinking that a right by reason of vicinage is not registrable under the 1965 Act, I record that in my view the evidence did not establish any such right.

#### Burrator registration

Entry No. 18, for details see First Schedule hereto. Entry No. 45 relating to rights attached to fields at Burrator and to Nattor Farm is as regards the fields at Burrator a duplicate, except as regards Ringmoor Down of Entry No. 18 and as regards Nattor Farm a duplicate of Entry No. 19. Particularly against the registration, I have the evidence (26 May) of Mr C P Stone and (10 November) of Mr J A S Macfarlane; and in support I have the evidence (6 July) of Miss S A Webb.

Under this heading I am primarily concerned with the fields at Burrator. They contain 15.72 acres and are north, west and south of and next to other land on which now stands Burrator House and which includes the driveway leading to it. These fields with this other land (together containing 26.75 acres) were by a conveyance dated 15 June 1976 (R/49) conveyed to Mr E W P Webb and Mrs J Webb.

As to Ringmoor Down, the registrations at Entry No. 18 as it now stands is: "together with straying rights on to Ringmoor Down"; the registration at Entry No. 45 does not include any rights over Ringmoor Down. For reasons given in my said CL 164 decision under the heading "Straying", I must avoid the registration as regards Ringmoor Down unless I can and should modify it by coupling Ringmoor Down with Yellowmead Down as being the land over which a grazing right is claimed or alternatively modify the registration at Entry No. 45 similarly.



Miss S A Webb by riding over the Roberough Objection Area or any other part of the Unit Land was not exercising a right of common within the legal meaning of these words. I have not overlooked that by section 193 of the Law of Property Act 1925 "members of the public" are given "rights of access for air and exercise" over land which is subject to rights of common and which fulfills the other conditions set out in the section; but I am not under the 1965 Act concerned to determine what land is subject to section 193; that Miss Webb and perhaps others too rode over Ringmoor Down for air and exercise does not by itself indicate that it is within the section, or that there are grazing rights over it; and such riding is no evidence that there is over it a grazing right appurtenant to the land from which she came. Even assuming that the pony drifts went down as far as Ringmoor Down (there was I think some contrary evidence) and these drifts can be regarded as indicating a grazing right of some kind over the lands on which they went, drifting so far is no more than an indication that Ringmoor Down might be subject to a right of common; those against the registration of it who gave evidence were concerned with cattle and sheep, and might therefore welcome those who got rid of straying ponies.

Against the right claimed, I find that Mr Wakeham for his grazing from 1947 to 1961 paid Mr Stone £10 annually under the 1947 agreement (R/47) as described by Mr Stone. There was no evidence that during this period anyone else grazed from the Burrator fields. From the situation of these fields in relation to Matter Farm and Ringmoor Down, I accept the contention (10 November) of Mr Macfarlen that the grazing by Mr Wakeham from either or both Burrator fields and Matter Farm should be regarded as made under the 1947 agreement. Applying the law as established in *Gardner v Hodgson* 1903 AC 229, I conclude that Mr Wakeham's grazing between 1947 and 1961 was not as of right.

By grazing after 1961 and before his application (that leading to Entry No. 18 is dated 28 June 1968), Mr Wakeham could not even if he grazed as of right improve his legal position. However I accept the evidence (26 May) of Mr R G Jones that from 1961 to 1974 Mr Wakeham grazing was under the 1947 agreement, inferring (nobody at the hearing suggested otherwise) that Mr Wakeham continued to pay £10 annually.

Accordingly on the evidence as it stood at the end of the hearing, my conclusion is that there is appurtenant to the Burrator fields neither a grazing right nor a right by reason of vicinage from any other part of the Unit Land.

Also I conclude that there is no right so appurtenant over the WA Objection Area because the registration at Entry Nos. 18 and 45 are limited to Yellowmead Down. Notwithstanding there was no evidence of grazing as of right so appurtenant over Yellowmead Down, and notwithstanding the Plymouth Corporation as predecessor of the South West Water Authority are registered as owners of the north part of Yellowmead Down, I shall for the reasons set out below treat the registration at Entry Nos 18 and 45 so far as they relate to Yellowmead Down as properly made (subject to resolution of the conflict between them).

In April 1983, I held a hearing at Plymouth into disputes relating to Yellowmead Down and other lands comprised in Register Unit No. CL 191, in the course of which Mr E W F Webb gave (20 April) oral evidence and produced documents in support of



registration at Entry Nos. 54 and 104 similar in relation to CL 191 as Nos. 18 and 45 I am considering in relation to the Unit Land. Either during or after the hearing Mr E W F Webb left for me a letter dated 21 April 1983 in which he set out various matters of fact and law apparently intended to support his case not only in respect of Yennadon Down and Yellowmead Down but also in respect of Ringmoor Down; at the hearing I did not have and therefore gave no consideration to his April letter. As an answer to this letter, I have since received a letter dated 23 May 1983 from Farrier & Co on behalf of the Maristow Estate Trustees.

As a general rule, I consider that I ought not to deal with evidence and arguments made otherwise than at a public hearing because by regulation 17 of the Commons Commissioners Regulations 1971, and Commons Commissioner is required to set in public. So the substantial question is whether by reason of Mr Webb's April 1983 letter I ought to give no effect to my conclusion as above recorded and in lieu adjourn this hearing so far as it relates to Entry Nos. 18 and 45.

As to so much of the April 1983 letter as depends upon the effects of the 1976 conveyance:- A copy (R/49) was produced and from it it appears from clause 2(b) that no right of common over Ringmoor Down was thereby conveyed; and it was at the hearing contended on behalf of the Maristow Trustees were the freehold owners of both Ringmoor Down and Burrator House all rights of common which might otherwise exist were extinguished by unity of ownership. I am doubtful about this contention because Burrator House is not built on the Burrator fields mentioned in the registrations, because in my opinion the unity of ownership does not affect the registerability of a quasi right of common as was recognised in *Musgrave v Ince* (1874) 9QB 162 and because I am not concerned to determine whether any quasi or other right of common which was registered in 1968 was extinguished by the 1976 conveyance; I need express no opinion about these contentions because I reached my conclusion above set out without regard to them. I reject the contentions in the April 1983 letter as to the effect of the 1976 conveyance; it although inconsistent with the 1968 registration provides no evidence against them; I am not concerned with any new right not previously in existence which may have thereby been granted to Mr and Mrs Webb because such a right could not have been registered under the 1965 Act.

As to so much of the April 1983 letter as related to the position of Venville Tenants and as to the law applicable to them, there was a very full discussion at the hearing in the presence of Mr Goldberg, and about these matters I have recorded my decision either herein under the heading "Venville East registrations" or in my said CL 164 decision. In my opinion I ought not to adjourn the hearing for the purpose of hearing further representations on these matters.

Accordingly except pursuant to a liberty to apply to grant it elsewhere in this decision (I am not encouraging any such application by Mr Webb) there will be no further hearing as regards Entry Nos. 18 and 45, and my conclusion based on what happened at the hearing as above set out stands as my decision.



### Roborough Objection Area

For the reasons set out under the last 9 headings herein, I have decided that the Roborough Objection Area is free from rights of common as registered at Rights Section Entry Nos. 1, 2, 3, 10, 15, 18, 43, 45, 46, 47 and 55. No person interested in any of the other Rights Section registrations present or represented at the hearing claimed that they were effective over the Area; I have no evidence in support of these other registrations, and against them oral evidence as set out above and documentary evidence as listed in Part I of the Second Schedule hereto. Accordingly I conclude that now and at all relevant times the Area is free of all rights of common and that it is therefore outside paragraph (a) of the definition of common land in section 22 of the 1965 Act.

Nobody at the hearing claimed that the Roborough Objection Area was waste land of a manor within paragraph (b) of the definition. The said documents contain much showing that the Area has for a long time, say at least 200 years been dealt with as private land which even if owned by persons considered to be lords of the manor of Bickleigh was not considered to be waste land of it.

Upon these considerations, my decision is that the Area should not have been included in the lands described at Entry No. 1 in the Land Section, and should therefore be removed from the Register.

### WA Objection Area

The evidence and arguments put forward by Mrs Canning were first negatively against the contra evidence and arguments of those who as Venville tenants or otherwise claimed that the WA Objection Area was subject to rights of common, and secondly positively that Area was free from any such right because it was by the conveyance of 28 February 1917 expressed to be so conveyed to the Plymouth Corporation.

As to the first my decision is for Mrs Canning for the reasons before set out in this decision. I now consider the secondly.

The evidentiary value of a conveyance of land is as an act of possession, see *Blandy-Jenkins v Dunraven* 1899 2 Ch 121 at page 126 and *Malcomson v O'Dea* there cited (1863) 10 HLC 593 at page 614. Possession is in law some evidence of ownership, and accordingly the 1917 conveyance is some evidence that in and after 1917 the Area was free from rights of common.

It is clear from *Malcomson v O'Dea* that a conveyance is not conclusive evidence of ownership see page 614, so I must consider the evidentiary weight of the 1917 conveyance. Against it, it was as I understood Mr Theyer, contended that those concerned with making it, altogether overlooked Venville rights of whose existence they could have easily discovered from such readily available books as 1343 Rowe (R/31) and 1290 DPA/Moore (R/3), that their rights had not been extinguished by any statute, and because they were not released or paid for when the 1917 conveyance was made, they still existed; and secondly that the evidence





of Mr M J Green was unreliable because his personal knowledge did not extend to the circumstances in which the 1917 conveyance was made, and went back no further than 1975.

Because the evidentiary value of the 1917 conveyance was challenged, evidence indicating that it was carefully made is I think admissible. It contains descriptions and references in some detail to the lands thereby dealt with. Mr Green in effect investigated as far as was possible in 1982 from the documents in the possession of the Water Authority these details, and found no inaccuracy in them. In my opinion — this investigation it added considerably to the weight of the 1917 conveyance.

It was said that Mr E F Plamer had grazed the WA Objection Area with the permission of the Water Authority or their predecessors (lease or licence I suppose); that animals from the Remaining Area of the Unit Land or from the Forest (SL 164) may have strayed onto the Area is both possible and likely, but there was no evidence that any person claiming as Venville tenant or otherwise grazed there as of right. Nobody claiming as successor of those named in 1922 lists of commoners (WA/20 and WA/21) made any claim. The remoteness and height of the Area is such that much beneficial use of it is practically impossible. Nevertheless in relation to the Area, the activities of the Water Authority in the land nearby are relevant. Standing on Burrator Dam and within sight of Sheepstor Dam, and seeing the expanse of water retained in the Burrator Reservoir, and noticing from a side road the Devonport Leat, the possession of the Water Authority and their possible concern with the WA Objection Area as within the Watershed is obvious.

Relevant to the weight of the 1917 conveyance is section 3 of the Conveyancing Act 1883, now replaced by section 45 of the Law of Property Act 1925; under section 3 the vendors under the 1917 conveyances could have refused to answer questions about any of the documents mentioned in Rowe and DPA/Moore. And also it is relevant that on evidence provided by documents essentially similar to the 1917 conveyance large sums of money changed hands under contracts of sale of land daily throughout England without any suggestion that documents earlier than the statutory root of title require any thought at all.

The consideration for the 1917 conveyance was a perpetual annual rent charge of £625, large enough to indicate that those concerned with the conveyance would exercise care.

In my opinion upon any balancing of conflicting evidence, the 1917 conveyance is of great weight in favour of the view that it took effect as regards the WA Objection Area as therein expressed. And because for reasons hereinbefore stated I consider the evidence of the existence of contrary rights of common of little or no weight, as regards the — secondly evidence and argument put forward by Mrs Canning, my decision is for her too, so in the result (having regard also to her first) the Area should not have been included in the Land Section registration at Entry No. 1.



### Others

I am now only concerned with the Remaining Area of the Unit Land.

Mr E F Palmer (11 and 12 November) supported the registrations at Entry Nos. 6, 8, 9, 21, 40, 42 and 45 treating Nos. 18 and 19 as duplicates of No. 45. If all the Objections had originally been as those who supported them at the hearing asked them to be treated, there would have been no Objection to these registrations, and they would have become final under section 7 of the 1965 Act. The registrations were supported by Sheepstor Commoners Association who I infer must well know who are entitled to graze. The farms and other lands to which the rights are attached are all in the parish of Sheepstor, and their position in relation to the Remaining Area and its appearance are such that it is likely they have had rights of grazing from time immemorial. I conclude that these registrations (subject to resolution of the conflict next mentioned) were all rightly made.

Entry No. 45 although corresponding closely with Entry Nos. 18 and 19 is not an exact duplicate. I have no note or recollection of any evidence or argument directed to this conflict; so arbitrarily I shall avoid No. 45 and confirm Nos. 18 and 19, but as to this I give to those concerned liberty to apply as hereinafter provided. The words "together with grazing rights on the remainder of this register unit" in column 4 of Entry No. 19, are such as to indicate a mistake of some kind; upon a consideration of the correspondence Entry at No. 511 in the CL 164 Register, I shall read the word "grazing" as a mistake for "straying"; and accordingly for the reasons in my said CL 164 decision under heading "straying" avoid these words.

The remainder of the registrations, other than those which I have herein before decided were not properly made, were not supported at the hearing by any evidence or argument. Such of them as are to "stray", I reject for the reasons under the said heading "straying". As to the others, I accept the evidence of Mr E F Palmer that the remaining Area has been grazed on a parish basis, such basis being on the appearance of the land surrounding the area likely, and being also the same as the basis on which the very large number of commons elsewhere in England are now grazed, as I know from other hearings I have held. My decision is therefore that all these other registrations were not properly made.

### Commons of Devon

So I have decided all these disputes without making any finding of fact such as Mr Teyler asked for, as to which part if any, of the Unit Land is within the words: "the Commons of Devon". Mr Etherton towards the end of the hearing guessing correctly that I might give such a decision, asked me, in case there should be an appeal from my decision to the High Court (a possibility mentioned more than once during the hearing) to make such a finding.

I can only find as a fact that land is within the words: "the Commons of Devon", if I can first determine the meaning of the words. The following are possibilities:- (i) in accordance with their usage nationally as English language; (ii) in accordance with an Act of Parliament, regulation made under an Act, or a judicial decision; (iii) in accordance with some grant (including a conveyance,



contract or other like document); (iv) in accordance with authors such as Rev S Rowe (R/30), Sir Frederick Pollock, Mr P Birkett and/or Mr S Moore (JVSC/1 and R/3) or possibly Mr W Crossing (Dean/1) or the editors of Worth's Dartmoor (first published 1953); or in accordance with one or more of the numerous documents more than 100 years referred to by them; (v) in accordance with contemporary local usage; or (vi) in accordance with what I think is the proper meaning.

As to (i):- In ordinary English the words mean land which (a) is common land as understood in ordinary English, and (b) is in the county of Devon. Thus they include much of Exmoor and much land in the northwest and southeast of the county, many miles from the Dartmoor National Park, and quite outside any land which anybody at the hearing suggested could be relevant.

As to (ii):- I can find no Act in which the word "common" is joined with "of Devon". "Common" is defined in section 37 of the Commons Act 1876 and "common land" is differently defined in section 22 of the Commons Registration Act 1965. Neither definition accords with common usage as I have found it holding hearings as a Commons Commissioner; such usage being I think more in accordance with sections 193 and 194 of the Law of Property Act 1925 than any other enactment. I know of no registration or decision which could be relevant.

As to (iii):- By judicial decisions, some complicated rules of law have been established for the interpretation of grants so that they thus are enabled to take effect with certainty not apparent to those who know nothing of the rules. Of the numerous documents to which my attention has been drawn, including those referred to by the authors and editors above mentioned, I can find none which could be a grant, to which such rules are applicable; nobody at the hearing suggested that the rights of common with which I am concerned arose under any express grant.

As to (iv):- I think Mr Birkett thought of the Commons of Devon as being the vast area of land over which ponies, cattle and sheep could go as they pleased without any effective fence (or fence intended to be effective) continuously. I doubt if any of the other said authors or editors intended to be precise. About the documents more than 100 years extracted or referred to by the said authors, I reject the suggestion that the last mentioned rules of law can for the purpose of producing certainty be applied in some sort of comprehensive way to a collection of documents which were written by different persons over a period of several hundred years for different purposes and which have no connection with each other save that they all relate in some way to Dartmoor and some of them conclude the words "Commons of Devon". And as to the possible relevance of drifts which might result from such comprehensive application, I have insufficient information as to how these drifts have over the years been operated to make any significant finding of fact about them. The changes in the law relating to distress damage feasant introduced by section 7 of the Animals Act 1971 make it difficult to reflect back evidence of what has been done since to what happened before; the extent of the pony drifts would I think (I have no direct evidence about this) depend on being able to funnel the animals to a convenient place, and I suppose also there being post drift refreshment not too far away. There have been changes in the gathering of cattle as a consequence of the brucellosis regulations often mentioned at hearings but not explained in any detail.



And I find it difficult to equate the gathering of sheep for lambing, shearing, dipping and ramming with the pony and cattle drifts mentioned in the prewar documents produced at the CL 164 hearing (Duchy/63).

As to (v):- Lady Sayer, Mr E F Palmer and Mr J W Northmore were the only persons of mature years and of wide experience of Dartmoor who suggested contemporary meanings for the words: "Commons of Devon"; and this part of this decision, I draw on not only what they said at this Unit Land hearing and at the CL 164 hearing but also on what they said later at other hearings. To Lady Sayer as I understood her, the words mean much as they did to Mr Burkett as above stated; thus she would include in "the Commons of Devon" Wigford Down and Lynch Common but not Yennadon Down or Roberorough Common. Mr E F Palmer linked the words with what he understood as Venville parishes; they were the parishes of which the farms had rights not only over their local common but also over the Forest; any such local commons in a Venville parish was one of the Commons of Devon. Mr J W Northmore linked the meaning of the words to the herds and flocks of cattle and sheep which grazed on the Forest and whose owner also had rights of common over lands adjoining the Forest; to him "the Commons of Devon" comprised those adjoining lands onto which the herds and flocks on the Forest could lawfully graze (or stray on). I thank these three persons for giving me the benefit of their experience and judgement; but I did not understand any of them to be claiming that their view of the meaning of the words: "the Commons of Devon" had come into general local usage. At my hearings, except Lady Sayer, Mr E F Palmer and Mr W A Northmore, none of the witnesses used with any confidence the words, and none other (so far as I can recollect) use the words at all unless somehow prompted. In this respect there was a striking difference between the frequent use by witnesses of the words "the Forest", all confidently as having a well understood meaning. I find that the words "the Commons of Devon" have under contemporary local usage no settled meaning which could in these proceedings be significant.

As to (vi): I favour using the words "the Commons of Devon" as meaning lands which fulfil these conditions: they are registered under the 1965 Act; the farms to which are attached any registered rights of common over any one of these lands are attached also registered rights of common over the Forest (CL 164); and grazing from these farms under these rights is both on the Forest and some one of these other registered commons. With this meaning it would follow from my decision as above recorded that the remaining Area and no other part of the Unit Land is one of the Commons of Devon. But to me such a finding is not one of fact.

Being for the reasons above set out unable without some authoritative direction to give any precise meaning to the words "the Commons of Devon", I am unable to make in any way which could I think be helpful on an appeal any finding of fact as to which parts of the Unit Land are within these words.

#### Final

The effect of my above detailed decisions is set out in the Third (and last) Schedule hereto. The incidental matters therein set out are part of my decision.

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.

Entry No. 40

Roborough Estate Trustees/Maristow Estate; Yeo Farm including Ringmoor and Ditsworthy; owner/tenant; graze 350 units NFU scale over part of the Unit Land "lettered A and hatched with red diagonal lines", meaning Yellowmead Down including Sheepstor (over 1,050 ft) and including about 2/3rds of the WA Ownership Part.

Representation:- Roborough Estate Trustees and Maristow Estate were represented by Mr Etherton of counsel.

Palmer Objection No. 1094, no right exists on area hatched in black (meaning WA Ownership Part).

Entry No. 41 (replaced by Nos. 65 and 66)

Ernest Moubray Glossop and Diana Edith Alice Glossop, applicants for No. 41. No. 65; Mr David and Mrs Jean Anne Sommerfelt; Highland Farm, in Whitchurch; owners; turbary, to graze 2 cattle, 1 pony and 9 sheep. No. 66; Mr John William Henry and Mrs Winifred Mary Baker; formerly part of Highland Farm, Whitchurch; owners; graze 4 cattle, 2 ponies and 16 sheep.

Representation:- None

SC Objection No. 172, right does not exist at all. Palmer Objection No. 1094, no right exists over area hatched black (meaning WA Ownership Part or (?) part between it and Sheepstor Brook.

Entry No. 42

Mr William Nelson Palmer; Hellington Farm, Sheepstor; owner; turbary, cut bracken and rushes, take stones, graze 150 sheep, 40 cattle, 6 ponies.

Representation:- Mr W N Palmer was represented by his brother Mr E F Palmer.

Palmer Objection No. 1093, rights do not exist over area hatched black and "lettered A", meaning the WA Ownership Part.

Entry No. 43

Mrs Eleanor Nancy Smallwood; Holne Court Farm in Holne; owner; turbary estovers, take stone and sand, graze 106 bullocks or ponies 426 sheep over Unit Land and 35 other Register Units.

Representation:- Mrs Smallwood was represented by Mr Theyer.

SC Objection No. 173, right does not exist at all.

Entry No. 44

Roborough Estate Trustees and Mr William Henry Legassick; OS Nos. 231 etc. at Sheepstor; owner/tenant; graze 25 units (NFU scale) over part of Unit Land "hatched red and lettered A" on the register map, meaning Yellowmead Down, including Sheepstor (over 1,050 ft) being the northeast part of the Unit Land including about 2/3rds (west end) of the WA Ownership Part.

Representation:- Roborough Estate Trustees were represented by Mr Etherton of counsel. Mr W H Legassick was represented by his son Mr Henry Peter Legassick.

Palmer Objection No. 1094, no rights exist on area hatched in black, meaning the WA Ownership Part and (?) part between it and Sheepstor Brook.

Entry No. 45

Roborough Estate Trustees and Mr Ilbert James Wakeham; Nattor Farm and Burrator Land in Sheepstor; owner and tenant respectively; graze 170 units (NFU scale) over part of Unit Land "hatched red and lettered A on the register map", meaning Yellowmead Down including Sheepstor (high ground over 1,050 ft) and being the northwest part of the Unit Land including about 2/3rds (the west end) of the WA Ownership Part.

Representation:- Roborough Estate Trustees were represented by Mr Etherton and Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker.

Palmer Objection No. 1094, no right exists on area hatched in black, (meaning the WA Ownership Part and (?) part between it and Sheepstor Brook). This Entry conflicts with those at Entry Nos. 18 and 19.

Entry No. 46

Mr Peter George Dean and Mrs Patricia Doris Dean; Durance Farm, Lovaton in Meavy; owners; stray 200 cattle, 400 sheep, 10 ponies (or equivalent 5 sheep = 1 bullock).

Representation:- Mr and Mrs Dean were represented by Mr A Goldberg (or Mr Toms).

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 47

Mr Peter George Dean and Mrs Patricia Doris Dean; Down Farm, Lovaton in Meavy; owner; stray 200 cattle, 400 sheep, 10 ponies (or equivalent 5 sheep = 1 bullock).

Representation:- Mr and Mrs Dean were represented by Mr A Goldberg (or Mr R Toms).

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 48

Mrs Kate Sophia MacDonell, Pixeycombe in Meavy; tenant; stray 7 cattle or ponies or 35 sheep from Yennadon Down, and Lynch Common part CL 191.

Representation:- None

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 49

Mrs Ellen Amy Joice Worthington; Mill Cottage South Zeal and fields in South Tawton; owner; turbary estovers, piscary, take wild animals, birds, fruit, stone, sand and gravel, rushes, heather and bracken, graze 55 sheep, 10 cattle, 7 ponies over the Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 929, right does not exist at all.

Entry No. 50

Mrs Vera Ellen Knapman; Mill Farm in South Tawton; owner; turbary estovers, take wild animals, birds, fruit, stone, sand and gravel, rushes, heather and bracken, graze 70 sheep, 20 cattle, 10 ponies over Unit Land and 34 other Register Units.

Representation:- None

Palmer Objection No. 1094, no right exists in area hatched in black, meaning WA Ownership Part and (?) part between it and Sheepstor Brook. County Council Objection No. 1148, the right does not exist at all; this Objection taken over at hearing by Sheepstor Commoners Association.

Entry No. 51

Mrs Denise Bayly; Clubstone Cottage in Sheepstor; owner; turbary estovers, take stone and gravel, graze 1 head of cattle or 1 horse or 1 mare and foal or 5 sheep or 6 geese of a part of unit "hatched red and lettered A on the register map", meaning the northwest part including Sheepstor (over 1,050 ft) including about 2/3rds (the west end) of the WA Ownership Part.

Representation:- None

Palmer Objection No. 1093, rights do not exist over area hatched in black and lettered A, meaning the WA Ownership Part.

Entry No. 52

Mr Robert Edwin Skelley, Mr Robert Lewis Skelley and Mrs Winifred Buller Skelley; Broomage Farm, Sparkwell; owners; stray 12 cattle or 60 sheep or any combination (1 cattle beast = 5 sheep) from CL 189, CL 190 and CL 205.

Representation:- Mr Robert Edwin Skelley as applicant and as successor of his deceased parents Mr R L and Mrs W B Skelley, was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 53

Mr Robert Edwin Skelley, Mr Robert Lewis Skelley and Mrs Winifred Buller Skelley; Part Staddons Farm, Walkhampton; owners; stray 15 cattle or 75 sheep (or any combination 1 beast = 5 sheep) from CL 38. Yennadon Down part CL 191. and CL 192.

Representation:- Mr R E Skelley as applicant and as successor to his now deceased parents Mr R L Skelley and Mrs W B Skelley was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 54

The National Trust; Trowlesworthy Warren Farm, Shaugh Prior; owner; stray 80 bullocks, 1,000 sheep, 60 ponies from CL 190.

Representation:- None

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 55

Mr Roger Hill; Luxmoor Farm, Brisworthy; tenant; stray 49 cattle or 49 ponies or 244 sheep or any proportionate combination from CL 271 and that part of CL 191 known as Wigford Down.

Representation:- Mr R Hill was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 56

Cancelled 31/7/73.



Entry No. 57

Mr Robert Lewis Skelley; Lee Moor Farm, Shaugh Prior; tenant; stray 35 cattle and 175 sheep or any combination 1 beast = 1 sheep; from CL 112 and CL 190.

Representation:- Mr Robert Edward Skelley as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 58

Mr Ernest Frederick Palmer; Coombes Head, Deancoombe, Middlesworth, Nosworthy, Lowery, Leathertor, Stenlake, Crazwell, Newlycombe, and Kingset, Walkhampton; tenant; stray 500 cattle, 4,000 sheep from CL 192.

Representation:- Mr E F Palmer attended in person.

SC Objection No. 929, right does not exist at all. Note: Entry conflicts with that at No. 20.

Entry Nos. 59, 60, 61, 62, and 63

Cancelled 12/7/73

Entry Nos. 64, 65, and 66

See Entry No. 41 above.

Entry Nos. 67, 68 and 69

See Entry No. 5 above.



SECOND SCHEDULE  
(Documents produced)

Part I: (25/V) on behalf of Roborough Trustees

- |     |                  |  |
|-----|------------------|--|
| R/1 | —                | Map showing the part (Roborough Objection Area) of land edged red on map enclosed with Objection Nos 348 and 1003, which part of the Unit Land is the only part now claimed by the Roborough Trustees not to have been properly registered as common land.                       |
| R/2 | 17 February 1976 | Decision of Chief Commons Commissioner, re Coombe Down, Hoolmeay Down and Headland Warren, Register Unit No. CL148 after a hearing in Exeter on 2 July and 15, 16 and 17 December 1975; reference Nos 209/D/43-44, 46-48, 88.  |
| R/3 | 1890             | Dartmoor Preservation Association. History of rights of Commons upon Forest of Dartmoor and Commons of Devon; Report of Mr Stuart A Moore to the Committee, and Appendix A of documents; octavo, report and appendix 166 pages; printed W Brendon and Sons of Plymouth.          |
| R/4 | 1083             | Extracts from Devonshire Domesday and Geld Inquest, pages xliiv and 758 to 761, William of Poilleio as having 1 hide & 3 virgates in hundred of Walchetona; and table showing the names of Hundreds, Walchetona (1083) = Rouburge (1275) = Roborough (modern).                   |
| R/5 | 1969             | Extract from the Place-names of Devon by J E B Gover, A Mawer and F M Stenton, Part I; octavo Cambridge UP, pages 222 to 249, Bicheleia = Bickleigh, Shittistor = Sheepstor, Durkesworth(y) = Ditsworthy Warren, Rynmore = Ringmoor Down.  |
| R/6 | 1930             | Extract from The Hundreds of Devon by O Reichel, published Exeter by Devonshire Association, pages 110 to 129; three estates held by William de Poillei in 1086 in Bickleigh, Buckland Monachorum and Sampford Spinney all Roborough Hundred and held of the honour of Plympton. |
| R/7 | 20 November 1291 | Translation by Miss Stuart (Area Archivist for West Devon) of charter of Isabella de Fortivus Countess of Albemarle; "... thus across the boundaries that encircle Ringmoor Down ...".   |



- R/6 1731 Old map of Ringmoor Down with (contemporary) back sheet "these papers ought carefully to be preserved; they making out the undoubted Right of the Down belonging to the Heirs of Maristow ... (illegible) ... 1736".
- R/9 1735 Extract from Monasticon Diocesis Exoniensis of G Oliver (records illustrating history of church foundations in Devon); page 391 about Buckland Abbey.
- R/10 18 April 1982 Translation of R/9: "Rents of assize the tenant of Rynmore ...".
- R/11 1546 Extract from PRO State Papers of Henry VIII foreign and domestic, vol 21 part II, page 97 (after dissolution of monasteries) item 36, grant to John Slannyng of "lands in Shittestour and Rynmore ...".
- R/12 1 April 1554 Grant by John Slannyng to Nicholas Slannyng, William Slannyng and John Slannyng Jr (original and translation produced); refers to royal grant 24 Sept of 38 H8.
- R/13 Preface dated 1895 Extract from the visitations of the County of Devon (Heralds 1531, 1564, 1620) page 687 Slanning of Ley, genealogy shown John S purchased Manor of Bickleigh after the dissolution and conclude with James Modyford Heywood, d.2 Ap 1798.
- R/14 14 March 1799 Grant of lands expressly including a piece of ground being in the Manor of Bickleigh and parish of Sheepstor called Ringmoor Down containing about 700 acres, to Manaseh Lopes showing Legistor Warren let and Ringmoor Down in hand "but several of the Tenants (9 named) have "rights of common there".
- R/15 1582 Extract from manorial records.
- R/16 1655 Ditto
- R/17 1656 Ditto
- R/18 1669 Ditto
- R/19 -- Translation by Miss Stuart of R/15-18, showing them to be records of Dryfts of Ringmoor Down on 21 June 1655, 21 July 1656, 7 October 1669 and 15 July 1670.



- R/20 11 March 1582 Notes about Rydmore Down by J Hele, for M Slanning's Councillors for Rydmore Down against John Bowdon and others (original produced with translation dated 18 May 1932 by Dr Haslam recording judgment in September 1650).
- R/21 20 July 1676 Lease by Nicholas Slanning to Edward Heade
- R/22 ~ Transcription by Miss Stuart of above: 99 years of "Dittisworthy ... Warren".
- R/23 1681 Rentroll of Manor of Bickleigh (original produced), one page of which relates to Shittistor Rents including Legistor Warren and another page to Ringmoor let to 7 named inhabitants of Brisworthy and 15 named inhabitants of Lovaton.
- R/24 1672 Map of "Legge Torre".
- R/25 1798 Particulars of sale of estate consisting of Maristow House with 5 very extensive manors, containing 8,300 acres of enclosed land and about 10,000 acres of common (original produced). Ringmoor Down included in the Manor of Bickleigh (several tenants have rights of common there).
- R/26 11 October 1809  
(? 1809) OS Map 1 inch = 1 mile. 36 ins x 24 ins (from Liskard on west to Ashburton on east). Marks "Ringmoor Down" and "Dittisworthy Warren".
- R/27 2 September 1824 Extract from letter book of Sir Massey M Lopes 1822-1885; letter from Geo Giles (Agent) to Peter Nicholls about hedges of Lynch Hill "as Sir Massey is now repairing such hedges as belong to him in order to complete the inclosure of Ringmoor" (original book produced).
- R/27 26 November 1824 Ditto, Geo Giles to William Nicholls calling on him to repair hedges of Lynch Warren ... that are next adjoining to Ringmoor Down.
- R/28 1831 Map by W T Stentaforde of lands in Sheepstor property of Sir Massey M Lopes, Bart.
- R/29 1839 Map (William Shillabear) of the Forest of Dartmoor and its surrounding commons and the adjacent parishes belonging to the Ancient Duchy of Cornwall and Manor of Lydford "Commons surrounding anciently called the Commons of



Devonshire were allotted to the Parishes on which they abut and take their names "... the zig zag red line is the extent on the Commons when the Forest Drifts". Outside red line is all Roborough Objection Area and also Ditsworthy Warren and all south of a west line from Plym Steps.

- R/30 1842 Sheepstor Tithe Award; 419 Sir Ralph Lopes owner; John Leaver lessee; Legistor Warren 183a. 1r. 8p.; tithable £0.17.8 and £0.4.3; and 420 Sir Ralph Lopes owner/himself occupier; Ringmoor Down 744a. 1r. 31p. included with other fields totalling 764a. Or. 12p.; tithable £0.17.0 and £0.0.0.
- R/31 1848 Samuel Rowe (1st edition) Perambulation of the Antient and Royal Forest of Dartmoor (Harwell Adam & Co of London); map showing "Venville or Commons Bounds" (as in R/29 excluding Roborough Objection Area).
- R/32 14 March 1859 Fly sheet (12" x 8") being advertisement for a tenant of "Extensive Inclosure of Rough Pasture Land called Ringmoor Down" containing 750 acres and upwards with offer dated 31 March 1859 by Mark Northmore to pay £10 per annum.
- R/33 1890 Book (held by Mrs Ware) of assessments for Poor Rate including Ringmoor Down 756a. Or. 12p. gross £20.0.0.
- R/34 29 September 1862 Counterpart lease by Sir Massey Lopes to William Ware of dwellinghouse and Ditsworthy and Legistor Rabbit Warrens for 14 years from 25 March 1860 at a yearly rent of £85.
- R/35 31 December 1869 Counterpart lease by Sir Massey Lopes to William Ware of dwellinghouse and Ditsworthy Warren, Legistor Warren, and Aylesborough Warren for 14 years from 25 March 1867 at a yearly rent of £125.
- R/36 25 April 1881 Counterpart lease by Sir Massey Lopes to William Ware ditto for 14 years from 25 March 1881 at a yearly rent of £140.
- R/37 19 March 1895 Counterpart lease by Sir Massey Lopes to Nicholas Ware of ditto as per Schedule (items totalling 1476a. 1r. 29p.) for 14 years from 25 March 1895 at a yearly rent of £140.



R/38 2 September 1862

Counterpart lease by Sir Massey Lopes to John Westlake of Brisworthy and Ringmoor Down Farm (as described in Schedule 35 tithe nos containing 176a. 30p. and No. 420 Ringmoor Down except such parts thereof if any as has been taken in and enclosed 744a. 1r. 31p) for 14 years from 25 March next at a yearly rent of £75.

R/39 8 December 1920

Counterpart lease by Sir Henry Lopes to Frederick Ernest Northmore of Yeo Farm with Smallacombe (as described in Schedule total 855a. 2r. 5p., including OS Nos 4, 5, 6, 85, Ringmoor Downs 748a. 1r. 17p.) for 14 years from 25 March 1919.

R/40 Undated  
(September 1952)

Letter from R L Skelley to Mr Macfarlane "your letter of 18/9/52 ... much regret my bullocks on Ringmoor Down ... purchased from Mr Northmore of Gratton and seems to be their old home ...".

R/41 24 September 1952

Copy reply to R/40.

R/42 24 September 1952

Copy letter to C P Stone of Yeo Farm referring to "Mr Skelley offering his apologies".

R/43 13 June 1974

Copy letter to N K Skelley requesting "every effort to prevent your stock moving on to Ringmoor from Lynch Common.

R/44 21 July 1976

Copy letter to N K Skelley "... trouble with your stock on Ringmoor Down ... part of Yeo Farm..."

R/45 26 August 1976

Copy letter to R Hill of Brisworthy Farm "... complaints about cattle which I am told belong to you being on Ringmoor Down. Kindly arrange to have them removed ...".

R/46 26 August 1976

Copy letter to I J Wakeham "... the tenant of Yeo is still complaining about your cattle being on the Ditsworthy land ... you could arrange to keep them off".

R/47 12 July 1978

Copy letter to R Hill of Lurnoor Farm "... regret having to write again regarding your stock grazing on Ringmoor.

R/48 November 1980-  
June 1981

Book of 19 photographs of Roborough Objection Area; A2, 5-9, 13-15, 18, 19, 24, 27, B1, 13, 14, 17, and C1, 3.

R/49 --

Map explaining camera positions for R/48.



## Part II: (26/v) on behalf of Mr R Hill

- RE/1 29 September 1966 Conveyance by Cyril Nathaniel Downey to Harold Henry Bellamy of cottages, buildings and fields called Brisworthy Farm and Lummoore in Heavy containing about 24.453 acres.
- RE/2 29 September 1966 Agreement by which Harold Henry Bellamy granted to Roger Hill and his wife Rosemary Rachael Hill a yearly tenancy of the said 24.453 acres with an option within 21 years to purchase the reversion.
- RE/3 1960 Abstract of the title of Mr C H Downey commencing with a conveyance dated 30 January 1915 by which Betsy Veal Northmoore as personal representative and widow of Richard Northmore late of Gratton Farm (he died 28 October 1914) conveyed to his eldest son Richard John Northmore the fields called Brisworthy Farm and Lummoore comprising 24a. 31p.; and including a conveyance dated 22 December 1950 by which he conveyed to Cyril Nathaniel Downey and Evelyn Mary Downey (she died 11 January 1955) the said premises.
- RE/4 1 August 1977 Assent by Charles Arthur Bellamy and Rachael Miriam Mudge as personal representatives of Harold Henry Bellamy in favour of the said Rachael Miriam Mudge of the said 24.453 acres.
- -- Probate of will of H H Bellamy.
- RE/5 -- Draft application (CR Form 9) by R Hill for registration under GRA 1965 Act.
- 1 December 1969 Original of RH/5, produced (6/vii) by Mr Browne from County Council records as registration authority: "Wigford Down, Brisworthy Burrows and Brisworthy Green and vscinage on Shaugh Moor CL190 & Forest of Dartmoor (south) CL164 & Ringmoor Down CL188".

## Part III: (26/v) put to or produced by Mr E F Palmer

- WA/1 -- Map showing land at Burrator Catchment owned by the South West Water Authority.
- SEP/1 -- Sheepstor Commoners Association, Minute Book (including record of meeting on 22 July 1973).



Part IV: (28/v) on behalf of Sir Guy and Lady Sayer,  
Admiral Sir James Eberle, and Mrs Smallwood

S/1	24 May 1982	Affidavit by Mr John Vernon Somers Cocks, summarising historical documents extracted in below mentioned exhibits JVSC/1 and JVSC/2.
JVSC/1 DPA/Pollock DPA/Burkett DPA/Hoare	1890	Dartmoor Preservation Association; Short History of the Rights of Common upon the Forest of Dartmoor and the Commons of Devon. Report of Mr Stuart A Moore to the Committee, pages 1 to 102 with documents pages 103-166; introduction 1889 by Sir Frederick Pollock, pages i to x; and a paper read at Plymouth 26 October 1885 by Percival Birkell pages cii to xciii.
JVSC/2 1848 Rowe	1848	Perambulation of Dartmoor; by Rev S Rowe.
S/2	23 October and 20 November 1897	Transcript of judgment of his Honour Judge Edge in Reddcliffe v Hill and Hill
S/5 to S/7	--	Photographs showing witness digging vags (peat), one showing Sheeps Tor in the background.
S/8	--	Six photographs showing parts of Bohorough Objection Area (ruinous state of walls).
S/9	18 October 1977	Letter from Farrer & Co to Admiral Sir Guy Sayer conceding on behalf of the Duchy of Cornwall that they would no longer pursue their objection to the registration of rights by him or his wife over commons in their capacity as Venville tenants and that as far as the Forest of Dartmoor is concerned their rights as Venville tenants are not limited to the east quarter.
S/10	1976	Map 1/63,360 showing Dartmoor-Forest, Commons of Devon (green, red and blue) and Register Units in the Dartmoor National Park.
S/11	20 February 1970	Case Stated by Chief Commons Commissioner in re Hentor Warren with his decision dated 30 May 1977 annexed.
S/12	26 October 1979	Judgment on said Case Stated of his Honour Judge John Finlay QC, sitting as a judge of the High Court.





Part V: (6/vii) on behalf of Mr N K Skelley or put  
in cross-examination

Callisham Farm:-

NKS/1

23 September 1966

Conveyance by Henry Blackler to Norman Kenneth Skelley and Ethel Mary Skelley of Callisham Farm in Meavey formerly part of the Buckland Abbey Estate and containing about 94a. 3r. 30p.

IMS/2

16 July 1952

Conveyance by William Mumford to Norman Henry Blackler of Callisham Farm containing 94a. 3r. 32p. with plan annexed.

Put in by Mr Etherton:-

—

11 April 1975

Order of High Court of Justice in action 1974-B-429 ordering Norman Kenneth Skelley to remove from Roborough Down excess of 77 cattle and 385 sheep and be restrained (until judgment) from turning out or allowing to stray.

—

1975

Copy affidavit in said proceeding by William John Wotton, Secretary of Roborough Commoners Association.

Land at Lovaton:-

IMS/3

1977

Abstract of title of Mrs E M Murrin as personal representative of John Ford Northmore.

4 October 1886 conveyance by J G Chilcott and another to John Northmore of fields in Meavey parts of tenement called Lovington Bastard or Lovaton containing 19a. 2r. 14p. as delineated on plan annexed.

Conveyance dated 29 April 1901 by Mary Anne Northmore, James Northmore, William Henry Northmore as executors of said John Northmore (he died 2 April 1899) to his son James Northmore the said premises containing 19a. 2r. 14p.

4 January 1947 assent by John Ford Northmore and James William Northmore as personal representatives of the said James Northmore (he died 18 March 1946) in favour of the said John Ford Northmore of the said 19a. 2r. 14p.

15 August 1977 probate of will of John Ford Northmore by Ethelwyn Mary Murrin (he died April 1977).



- IKS/4 3 January 1977 conveyance by Mrs E M Murrin as personal  
(? made representative of James Ford Northmore to  
3 January 1978) Norman Kenneth Skelley of lot 2, old  
OS Nos 742, 741, 743 together containing  
8.85 acres.
- IKS/5 24 May 1979 Conveyance by Norman Kenneth Skelley to  
himself and his wife E M Skelley of the  
said 8.85 acres.
- Part VI: (6/vii) on behalf of Mr Arnold Henry Cole
- IKS/3 — Abstract as in Part V *supra*.
- AEC/1 3 January 1978 Conveyance by Mrs E M Murrin as personal  
representative of James Ford Northmore (he  
died 8 April 1977) to Frederick Ford Northmore  
and Rose Northmore of land in Heavey (being  
Lot 1 1977 auction) containing 7.94 acres.
- AEC/2 19 May 1982 Conveyance by F Northmore and R Northmore to  
Henry Arnold Cole of land at Lovaton (being  
lot 3 1982 auction containing 13.090 acres  
(including OS Nos 748 and 749).
- Part VII: (7/vii) on behalf of Devon County Council
- 1717 Mamwood Forest Law, see page 83.
- OS/1 1839 Copy of Map of Forest of Dartmoor with its  
surrounding Commons and the adjacent Parishes  
belonging to the Ancient Duchy of Cornwall and  
the Manor of Lydford.
- 1 May 1844 Tithe Apportionment Award for Sheepstor  
and Tithe map.
- Part VIII: (7/vii) on behalf of Mr Robert Edwin Skelley
- RES/1 1 April 1981 Certificate (copy) of Land Registry Title  
No. TM113049 showing Robert Edwin Skelley  
as having an absolute title to Wotter Farm,  
Shaugh Prior.
- Part IX: (8/vii) on behalf of Mr P G Dean
- PGD/1 6 September 1963 Conveyance by G N Hunter and another to  
Peter George Dean of Durance Farm containing  
106.290 acres "together with common rights  
over the land known as Wigford Down ... shown  
on said plan".



PGD/2	8 September 1966	Conveyance (gift) by Mrs Florence Rose Dean to Peter George Dean of (1) fields formerly part of Greenwell Farm containing 23.6 acres coloured pink on plan "together with such rights of common as are appurtenant to the said property"; and (2) fields formerly part of Callisham Farm Meavy OS No. 286 (excluding Down Farm House) and OS No. 259 containing 65a. 22p. coloured green and yellow on plan subject rights referred to in conveyance dated 3 August 1965 by Richard Warwick Nicholls and others to Mrs Florence Rose Dean and a conveyance dated 2 March 1953 by William Mumford to Richard Warwick Nicholls and Eleanor Rees Nicholls.
PGD/3	8 September 1966	Conveyance by Mrs Florence Rose Dean to Mr Peter George Dean of Down Farm House formerly part of Callisham Farm No. 286 containing 0.25 acres.
PGD/4	24 June, 25 June, 30 June, 1 July 1982	Letters between Farrer & Co and Mr Dean or Arthur Goldberg about rights of stray.
PGD/5	1966	Common land and Village Greens prepared by Ministry of Land and Natural Resources and Central Office of Information; pamphlet, 16 pages; "20Q I possess rights of common of pasture over Blackacre Common together with the right to allow my stock to stray over the adjoining Whiteacre Common. Will I be able to apply for the registration of my rights over Whiteacre Common? A: yes".
--	--	A Hundred Years on Dartmoor. Historical notices of the Forest and Purlicues: by William Crossing, 4th edition, quarto, 1901; 132 pages: Western Morning News.
Dean/1	--	Summary of some of CL 188 and CL 191 registrations beginning "Burrator House (and land) Sheepstor..."
Dean/2	--	Extracts from Crossing supra, pages 68, 75, 118, etc., and Appendix.



Part X: sent by Admiral Sir James F Eberle

JFE/1

5 November 1982

Letter from Sir J F Eberle setting out his claims and saying that he had asked Mr N Theyer to represent him.

Part XI: (9, 10, 11/xi): on behalf of South West Water Authority

WA/2

--

Map showing land at Burrator Catchment owned by the Authority (same as WA/1).

WA/3

--

Submission of Authority to Commons Commissioner (8 pages).

WA/4

--

Proof of evidence by Mrs Frieda Wilkinson (6 pages).

WA/5

--

Extracts from Rowe: Perambulation of Forest of Dartmoor, pages 114, 318, 319, and 320; and 472.

WA/6

--

Extract from Forest Law by Manwood, pages 294, 295, 296, 297, 298, 299, 300 and 301.

WA/7

29 September 1896

Letter from Tucker & Sons, Solicitors of Ashburton re Sherwood Farm to K Byrne Esq: "a venville tenancy consists of a right of grazing cattle on the Forest of Dartmoor and cutting turf for burning: the rent is -/9d year payable by the tenant".

WA/8

12 August 1967

Copy letter from R Coaker of Running to H Peck Esq "West Sherwood, Widecombe-in-the-Moor ... has always enjoyed venville rights on the East Quarter Forest of Dartmoor for the sum of -/9d per year".

WA/9

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Extracts from conveyances 1960 and 1966 of land at Holne: memo of 3rd ed Rowe: footnote on p. 9. W F Collier - Venville rights as in Dartmoor 1837.

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1796  
reprinted 1970

Rural Economy of the West of England including Devonshire by William Marshall ... vol 2; reprint Dartmoor and its uncultivated Environs at pages 19 to 40 inclusive.



WA/9 bis	1824	Rowe v Brenton, copy of Law Report 1828, 8 B&C 737.
WA/10	1874	Commissioners v Glasse, copy of Law Report LR19 Eq 134.
WA/11	1876	Newcombe v Fewins, copy Law Report 1877 JP 581.
WA/12	1962	Wyld v Silver, copy Law Report 1963.1 Ch 243.
WA/13	1975	New Windsor v Mellor, copy Law Report 1975 3 WLR 25.
--	1890	DPA/Moore.
WA/15	1799	Extracts from conveyance to uses of a marriage settlement of Manors of Priors Sheaga, Maristow, Buckland Monachorum etc made on the marriage of Dame Elizabeth Modyford.
WA/16	1798? (compare R/25)	Extract from document headed Manor of Bickleigh with a column heading "Lives and ages in 1798): item 78 "... (named tenant) Ditseny Warren ... 163 acres", item 79 (named tenant) Outholme ... 79 acres 2 rood ...", item 87 "In hand Ringmoor Down but several of the tenants have rights of common there".
WA/17	28 February 1917	Conveyance by which, after reciting the Plymouth Corporation Act 1918 and the Lands Clauses Consolidation Act, Sir Henry Yard Buller conveyed to the Mayor Aldermen and Citizens of Plymouth 4,911. 316 acres in Walkhampton, Meavy and Sheepstor subject to leases ... mentioned in First Schedule "and to the rights of common on Yenmadon Down of any persons other than the Vendor but free from any other rights of common.
WA/19	1923	Plymouth Corporation Act, Part II sections 5 to 11, and Part XV sections 144 to 148.
WA/20	9 December 1922	Extract from letter from Town Clerk's office Plymouth headed "Plymouth Corporation Bill" with list of persons to whom as "Commoners" it was sent.



W/21

1922/1928

"List of Commoners sent out by Plymouth Corporation Bill December 9 1922 "with apparent addition headed "Now added in November 1928".

Part XII: (10/xi) by Mr G H Williams

R/45

2 November 1982

Plan certified by Devon County Council of Public Highways and Public Rights of Way in accordance with Land Charges' records.

R/45

Explanatory plan showing public ways from Brisworthy to Forest: (A) Southeast from Brisworthy Green over River Plym, (B) westwards - towards Wigford Down and then over Cadover Bridge and (c) westwards and then north by Ringmoor Cottage and eastwards by road between Gutter Tor and Yellowmead.

Part XIII: (10/xi) by Mr J A S Macfarlane

R/47

25 March 1947

Memorandum of Agreement between Charles Percival Stone and Ilbert J B Wakeham, tenant farmer of Nattor: £10 per year

R/48A

12 October 1962

Conveyance (original produced) by Rt Hon M H E Baron Roborough to Hon H M Lopes discharged by Lord Roborough and E J Ivory of trusts of settlements of (among numerous other properties) freehold properties known as Nattor, Yeo, Distworthy, Ringmoor Low, Jobbers Land, Burrator House, Land and Cottage, Ringmoor Cottage, together with Woodland known as Burrator Woods and Brisworthy Plantation, with plan.

R/48B

Copy said plan.

Part XIV: (10/xi) by Mr Etherton

R/49

15 June 1976

Conveyance by Hon R Z D Lopes, E J Ivory, C M Farrer, J Ivory to Edwin William Fialte Webb and Jill Webb on sale of 26.75 acres with Burrator House.



- R/50                      28 October 1982                      Statutory declaration by John Dix as to the occupation of Durance Farm by him from 1955 to 1958 and his manager Mr Jury from 1958 to 1963.
- R/516                    1577:  
9 Eliz.1.                      Public Record Office KB 27/1221: CP/1155 of judgment in case of Nicholas Slanning.
- R/51A                    5 November 1982                      Translation of relevant part of R351: "ten thousand acres of waste ... called ... venville ... lying and existing in the parish of Lydford ... next of the Forest ...".
- R/52                      15 September 1818                      Letter (from County archives) from Geo & Wm Shillibeer to Sir Massey Lopes respecting the fences against Ringmoor Down.
- Part XV: (6/vii) put by Mr E F Palmer to Mr A H Cole and (11/xi) by Mr E F Palmer in the course of his further evidence
- EEP/7                    19 April 1982                      Particulars of sale by auction on instructions of Mr and Mrs F F Northmore of lands at Lovaton in 4 lots (3.39, 6.952, 13.093 and 9.114 acres).
- 7 November 1977                      Particulars of sale by auction on instructions of Ethelwyn Mary Murrin of lands at Lovaton and Brisworthy, 3 lots (7.94, 8.85 and 13.37 acres).
- EEP/20                    6 November 1982                      Statement of wishes of Sheepstor Commoners.
- EEP/21                    23 October 1942                      Particulars of sale by auction of the Meavy Portion of Buckland Abbey Estate (27 lots) including, (lot 1) 170 a.0r.22p. Meavy Barton; (lot 4) 106 a.1r.1p., Durance "common rights over Wigford Down hatched in red on the sale plan are appurtenant to this lot"; (lot 9) Greenwell Farm 186 a.0r.22p.; (lot 10) Callisham Farm 189 a.2r.7p.
- EEP/21  
bis                      20 September 1976                      Dartmoor: a Report by Lady Sharp GBE of public local inquiry into the continued use of Dartmoor by the Ministry of Defence for training purposes.
- 1948                      Examined abstracts of title of freehold premises in Buckland Monachorum and Meavy: pages 3 to 14 only, commencing with part of conveyance to Sir F G A F E Drake of Manors of Callisham and Durance and of farms and other farms, and continuing with his will dated 5 April 1872 and including numerous later documents including a vesting deed dated 19 August 1926 in favour of the Rt Hon E B E D C Baroness Seaton, a vesting



assent dated 8 February 1940 in favour of Captain R O T G Meyrick of (inter alia) Callisham and Olderwood Farm (tenant Palmer E R), ... Durance and Higher and Lower Lovaton Farm (tenant Piper, Henry)... Woods and Plantations... Common rights on Lynch and Wigford Commons..."; and a conveyance dated 23 December 1942 to William George Millar of Durance Farm and Callisham Farm 325.773 acres "TOGETHER... with common rights over Wigford Down or common wick Down is more particularly shown on the plan attached to the before abstracted vesting assent of the 8th day of February 1940".

EFP/final --

Manuscript note book, 4½" x 4", about 60 pages (about 32 used) beginning: Meetings at Shaugh on 6th Sept 1947.

Part XVI (12/XI): by Mr Etherton

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Submissions of the Maristow Trustees (42 pages) with schedule of witnesses annexed.

### THIRD SCHEDULE (Decision Table)

1. I confirm the registration at Entry No. 1 in the Land Section with the modification that there be removed from the register the parts of the land in this register unit at page 2 of this decision called: (1) the Falmer objection area, (2) the WA objection area, and (3) the Roborough objection area. My reasons for such removal are as regards (1) general agreement as stated at page 2, and as regards (2) and (3) my decision as herein before set out under headings "WA objection area" and "Roborough objection area". My reasons for confirming the remaining area of the unit land are that I have as stated in this schedule confirmed the rights of common over it and that accordingly such area is common land within the definition in section 22 of the Commons Registration Act 1965.
2. For the reasons herein before set out under the headings "Venville East registration", "Luxmoor registration", "Durance registration", "Down registration", "Lovaton Fields registration", and "Wotter registration" I refuse to confirm registrations at rights section entry nos. 1, 2, 3, 10, 15, 43, 46, and 47.
3. For the reasons herein before set out under the heading "others" I confirm the registration at the following rights section entry nos. (applicants name in brackets) that is to say: 6 (R H Manning), 8 (W H Legassick), 9 (W H Legassick),





FIRST SCHEDULE  
(Rights Section registrations)

Notes

The Roborough Objection Area, the WA Objection Area, the Palmer Objection Area and the Remaining Area are defined earlier in this decision. "SC Objection" means an Objection made by Sheepstor Commoners. WA Ownership Part means the part of the Unit Land which is owned by the Water Authority and which includes the WA Objection Area.

This Schedule omits any reference to the Objections which must by sub-section (7) of section 5 of the Act be treated as having been made to all the Rights Section registrations by reason of the Land Section Objections No. 59, No. 214 and No. 343.

This Schedule omits any reference to Objections No. 347 and No. 1,003 the grounds of which are (in effect): all the rights registered do not exist at all over the part of the Unit Land owned by the Roborough Trustees including the Roborough Objection Area.

Entry No. 1

Vice Admiral Sir Guy Bouchier Sayer and Lady Sylvia Rosalind Pleadwell Sayer; Old Middle Cator, in Widecombe-in-the-Moor; owners; cut peat and turves, take stone, sand and gravel and heath and fern, graze 2 cattle or ponies, 10 sheep.

Representation:- Admiral Sir Guy and Lady Sayer were represented by Mr Theyer.

SC Objection No. 78, the right does not exist at all.

Entry No. 2

Mr David Miller Scott; The Village Farm, in Holne; owner; turbary, estovers, dig stone and sand, graze 52 bullocks or ponies, 208 sheep.

Representation:- Admiral Sir James F Eberle as successor in title of Mr D M Scott, was represented by Mr Theyer.

SC Objection No. 78, the right does not exist at all.

Entry No. 3

Mr John Ford Northmore; land at Lovaton, OS Nos. 748, 749, 732, 742, 741, and 743, in Meavy; owner; stray 10 cattle, 30 sheep on to part of Unit Land "known as Ringmoor" from CL 112 (Penn Moor and Stall Moor), CL 154(S) (Forest) and CL 191 (Lynch Common, Wigford Down and Yennadon Down).



Representation:- Mr Norman Kenneth Skelley as successor in title of his wife Mrs Ethel Mary Skelley to OS Nos 742, 741 and 743 (lot 2) under a conveyance dated 3 January 1977 made by the personal representative of Mr J F Northmore (he died 8 April 1977) to him and a conveyance dated 24 May 1979 made by himself, was represented by Mr P W Harker; Mr Arnold Henry Cole as successor in title with his wife Mrs Bridget Elizabeth Cole to OS Nos 748 and 749 (North 6.1 acres of lot 1) under a conveyance dated 3 January 1978 made by the said personal representatives to Mrs Frederick Ford Northmore and Mrs Rose Northmore and a conveyance dated 19 May 1982 and made by them to Mr A H and Mrs B E Cole, was also represented by Mr P W Harker; and Mr Reginald Hopkin Huzzey as successor in title to OS No. 742 under the last mentioned 1978 conveyance, a contract dated 19 April 1982 (completed 19 May) and made by the said Mr F F and Mrs R Northmore, was also represented by Mr P W Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 4

Mr John Ford Northmore; other land at Lovaton, OS Nos 699, 697, 681 and 677 in Meavy; owner; stray 6 cattle, 40 sheep on to Unit Land from CL 191 (Lynch Common, Wigford Down and Yennadon Down).

Representation:- None

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 5 (replaced by Nos. 68 and 69)

Mr Michel Ollis and Mrs Margaret le Ollis; part Mayes Farm in Meavy; owner; stray 20 cattle, 90 sheep from Wigford Down part CL 191.

Representation:- None

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 6

Mr Russell Hamlin Manning; Yellowmead Farm, Sheepstor; owner; turbarry, take stones, cut bracken and rushes, graze 10 ponies, 40 cattle, 300 sheep.

Representation:- Mr Ernest Frederick Palmer as successor in title of Mr R H Manning, attended in person.

Palmer Objection No. 1,093, rights do not exist over area hatched black and lettered "A" (meaning the WA Ownership Part).



### Entry No. 7

Mr William John Vanstone and Mrs Emlen Mary Vanstone; Meavy Barton in Meavy; owners; stray 20 ponies, 90 cattle, 315 sheep on to the part of the Unit Land "known as Ringmoor Down and Wigford Down" part CL 191 from Lynch Down and Yennadon Down also part CL 191 and CL 164(S).

Representation:- Although Mr Harker at the CL 164 hearing represented Mr W J and Mrs E M Vanstone, I have no note or recollection of his saying that he represented them at this CL 188 hearing; none.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

### Entry No. 8

Mr William Henry Legassick; Collytown Farm, Sheepstor; owner; turbary, take stones, cut bracken and rushes, graze 30 cattle, 150 sheep.

Representation:- Mr W H Legassick was represented by his son Mr Henry Peter Legassick.

Palmer Objection No. 1,093 rights do not exist over area hatched black and lettered "A" (meaning the WA Ownership Part).

### Entry No. 9

Mr William Henry Legassick; Tor Fields, Sheepstor; tenant; turbary, take stones, cut bracken and rushes, graze 60 sheep.

Representation:- Mr W H Legassick was represented by his son Mr Henry Peter Legassick.

Palmer Objection No. 1,093, rights do not exist over area hatched black and lettered "A" (meaning the WA Ownership Part).

### Entry No. 10

Mr Robert Edward Skelley and Robert Lewis Skelley; Wotter Farm, in Shaugh Prior; owner and tenant/tenant; stray 72 cattle, 360 sheep (or equivalent: 5 sheep = 1 beast) from CL 190 and CL 164(S).

Representation:- Mr R E Skelley as applicant and as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

SC Objection No. 172, the right does not exist at all.

Entry No. 11

Mr Robert Edward Skelley and Mr Robert Lewis Skelley; Olderwood Farm, Meavy; owner and tenant/tenant; stray 53 cattle, 265 sheep (or equivalent 5 sheep = 1 beast) from part CL 191 (Wigford Down).

Representation:- Mr R E Skelley as applicant and as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 12

Mr Robert Edward Skelley and Mr Robert Lewis Skelley; part Durance Farm OS No. 4763, in Meavy; owner and tenant/tenant; stray 25 sheep from part of CL 191 known as Lynch Common.

Representation:- Mr R E Skelley as applicant and as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 13

Mrs Beatrice Emily Vanstone; Lower Cadworthy Farm, in Meavy; tenant; stray 5 cattle, 150 sheep (or any combination on the basis 1 beast = 5 sheep) from part of CL 191 known as Wigford Down.

Representation:- None

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 14

Mr David John Skelley; formerly part of Callisham Farm OS No. 4243 in Meavy; owner: stray 10 cattle, 3 ponies, 65 sheep (or equivalent: 5 sheep = 1 beast) from CL 191.

Representation:- Mr D J Skelley was represented by Mr Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 15

Mr Norman Kenneth Skelley; Callisham Farm in Meavy; owner, stray 100 cattle, 500 sheep (or equivalent: 5 sheep = 1 beast) from CL 191.

Representation:- Mr N K Skelley was represented by Mr Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 16

Mrs Ellen Dass; South Lake Farm, Dousland in Meavy and Haywood in Meavy; owner; turbary, take stones, cut bracken and rushes, graze 35 cows and their followers, 150 sheep over part of Unit Land "known as Ringmoor Down".

Representation:- None

SC Objection No. 172, the right does not exist at all.

Entry No. 17

Mr Ilbert James Wakeham; Snows in Meavy; owner; graze 25 sheep over part of Unit Land known as Ringmoor Down and that part of CL 191 known as Lynch Down.

Representation:- Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker.

SC Objection No. 167, the right is mis-described, should read common right on CL 191 straying rights on CL 188.

Entry No. 18

Mr Ilbert James Wakeham; Burrator House, Sheepstor; tenant; cut bracken and rushes, graze 21 cattle, 100 sheep over part of Unit Land known as Yellowmead Down ... together with straying rights on to Ringmoor Down, part of the Unit Land.

Representation: Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker. Mr E W F Webb, now an owner was represented by Mr Goldberg or Mr Toms.

Palmer Objection No. 1093, rights do not exist over area hatched black and lettered "A" (meaning WA Ownership Part). Note: this Entry conflicts with that at No. 45.



### Entry No. 19

Mr Ilbert James Wakeham; Nattor Farm, Sheepstor; tenant; cut bracken and rushes, graze 30 cattle, 175 sheep over part of Unit Land known as Yellowmead Down ... together with grazing rights on the remainder of this register unit.

Representation:- Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham deceased was represented by Mr Harker.

Palmer Objection No. 1094, no rights exist on area hatched in black (meaning WA Ownership Part and ? part of Unit Land between it and Sheepstor Brook).

Note: this Entry conflicts with that at No. 45.

### Entry No. 20

Mr Ilbert James Wakeham; Kingsett, Sheepstor, OS Nos. 1155 and 1134 in Walkhampton; tenant; cut bracken and rushes, graze 4 cows and followers over Yellowmead Down, part of Unit Land with straying rights on to the remainder.

Representation:- Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham deceased was represented by Mr Harker.

SC Objection No. 168, the right is mis-described, should read common rights on CL 192 straying rights on CL 188. Note: this Entry conflicts with that at No. 58.

### Entry No. 21

Mr Ernest Frederick Palmer; Lambs Park, in Sheepstor; turbary, owner, take stones, cut bracken and rushes, graze 15 cattle, 50 sheep, 2 ponies.

Representation:- Mr E F Palmer attended in person.

Palmer Objection No. 1093, rights do not exist over area hatched black and lettered "A" (meaning WA Ownership Part).

### Entry No. 22

Holne Parish Lands Charity; Church House Inn in Holne; owner; turbary estovers, dig stone and sand.

Representation: None

SC Objection No. 173, right does not exist at all.

### Entry No. 23

Mr David Miller Scott; Waterpark in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 24

Misses H D and E M Pearce Gould; Little Cross in Holne; owner, turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 25

Mr Lewis Oliver Perkins; Sparrows Hall in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 26

Mr Alexander George Cousins; Stonehanger in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 171, this right does not exist at all.

Entry No. 27

Lt-Colonel Philip Robert Lane-Joynt; Tumbly in Holne; owner; turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 28

Dr Robert Ewing Adam; No. 1 Church Park Cottages, in Holne; owner; turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 29

Mr Leonard Jackson; Nook, in Holne; owner, turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 30

Mr Philip Hoppercroft Woodward and Mrs Isabella Amelia Woodward; Pixies House in Buckfastleigh West; owners; estovers, turbary, take sand and gravel, graze  $33\frac{1}{2}$  bullocks or ponies and  $133\frac{1}{2}$  sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 31

Mr Frances Arthur Perryman; OS Nos. 580 etc. in Holne; owner; turbary estovers, take stone and sand, graze 6 bullocks or 6 ponies and 24 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 32

Mr James Barnes Townsend; OS No. 61 etc. in Holne; owner; turbary estovers, take stone and sand, graze 10 bullocks or ponies and 40 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 33

Mrs Florence and Mr Albert Edward Tozer; Forge House and Nos. 1 and 2 Forge Cottages in Holne; owner; turbary estovers, take stone and sand, graze 2 bullocks or 2 ponies and 8 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 34

Mr Raymond George Mortimore and Mrs Anne Bouverie Mortimore; Hazelwood in Holne; owner; turbary estovers, take stone and sand, graze 2 bullocks or 2 ponies and 8 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.



Entry No. 35

Mr Perge Albert Norrish; Seals Stoke in Holne; owner, turbary estovers, take stone and sand, graze 40 bullocks or ponies and 160 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 36

Mr George Ernest Jonathon Cawthorne; Holne Cott in Holne and Widecombe-in-the-Moor; owner; turbary estovers, take stone and sand, graze 12 bullocks or ponies and 18 sheep over whole of Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 37

Mr Hugh Clarkson and Mrs Mary Isobel Clarkson; Fore Stoke Farm in Holne; owners; turbary estovers, take stone and sand, graze 42 bullocks or ponies and 168 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 38

Mrs Mary Isobel Clarkson; OS Nos. 332 etc. in Holne; owner; turbary estovers, take stone and sand, graze 5 bullocks or ponies and 20 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 39

William Henry Norrish; OS Nos. 3363 etc. in West Buckfastleigh; owner; turbary estovers, take stone and sand, graze 12 bullocks or ponies and 48 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 173, right does not exist at all.



FIRST SCHEDULE  
(Rights Section registrations)

Notes

The Roborough Objection Area, the WA Objection Area, the Palmer Objection Area and the Remaining Area are defined earlier in this decision. "SC Objection" means an Objection made by Sheepstor Commoners. WA Ownership Part means the part of the Unit Land which is owned by the Water Authority and which includes the WA Objection Area.

This Schedule omits any reference to the Objections which must by sub-section (7) of section 5 of the Act be treated as having been made to all the Rights Section registrations by reason of the Land Section Objections No. 59, No. 214 and No. 343.

This Schedule omits any reference to Objections No. 347 and No. 1,003 the grounds of which are (in effect): all the rights registered do not exist at all over the part of the Unit Land owned by the Roborough Trustees including the Roborough Objection Area.

Entry No. 1

Vice Admiral Sir Guy Bouchier Sayer and Lady Sylvia Rosalind Pleadwell Sayer; Old Middle Cator, in Widecombe-in-the-Moor; owners; cut peat and turves, take stone, sand and gravel and heath and fern, graze 2 cattle or ponies, 10 sheep.

Representation:- Admiral Sir Guy and Lady Sayer were represented by Mr Theyer.

SC Objection No. 78, the right does not exist at all.

Entry No. 2

Mr David Miller Scott; The Village Farm, in Holne; owner; turbary, estovers, dig stone and sand, graze 52 bullocks or ponies, 208 sheep.

Representation:- Admiral Sir James F Eberle as successor in title of Mr D M Scott, was represented by Mr Theyer.

SC Objection No. 78, the right does not exist at all.

Entry No. 3

Mr John Ford Northmore; land at Lovaton, OS Nos. 748, 749, 732, 742, 741, and 743, in Neavy; owner; stray 10 cattle, 30 sheep on to part of Unit Land "known as Ringmoor" from CL 112 (Penn Moor and Stall Moor), CL 154(S) (Forest) and CL 191 (Lynch Common, Wigford Down and Yennadon Down).



Representation:- Mr Norman Kenneth Skelley as successor in title of his wife Mrs Ethel Mary Skelley to OS Nos 742, 741 and 743 (lot 2) under a conveyance dated 3 January 1977 made by the personal representative of Mr J F Northmore (he died 8 April 1977) to him and a conveyance dated 24 May 1979 made by himself, was represented by Mr P W Harker; Mr Arnold Henry Cole as successor in title with his wife Mrs Bridget Elizabeth Cole to OS Nos 748 and 749 (north 6.1 acres of lot 1) under a conveyance dated 3 January 1978 made by the said personal representatives to Mrs Frederick Ford Northmore and Mrs Rose Northmore and a conveyance dated 19 May 1982 and made by them to Mr A H and Mrs B E Cole, was also represented by Mr P W Harker; and Mr Reginald Hopkin Huzzey as successor in title to OS No. 742 under the last mentioned 1978 conveyance, a contract dated 19 April 1982 (completed 19 May) and made by the said Mr F F and Mrs R Northmore, was also represented by Mr P W Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

#### Entry No. 4

Mr John Ford Northmore; other land at Lovaton, OS Nos 699, 697, 681 and 677 in Meavy; owner; stray 6 cattle, 40 sheep on to Unit Land from CL 191 (Lynch Common, Wigford Down and Yennadon Down).

Representation:- None

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#### Entry No. 5 (replaced by Nos. 68 and 69)

Mr Michel Ollis and Mrs Margaret le Ollis; part Mayes Farm in Meavy; owner; stray 20 cattle, 90 sheep from Wigford Down part CL 191.

Representation:- None

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

#### Entry No. 6

Mr Russell Hamlin Manning; Yellowmead Farm, Sheepstor; owner; turbary, take stones, cut bracken and rushes, graze 10 ponies, 40 cattle, 300 sheep.

Representation:- Mr Ernest Frederick Palmer as successor in title of Mr R H Manning, attended in person.

Palmer Objection No. 1,093, rights do not exist over area hatched black and lettered "A" (meaning the WA Ownership Part).

Entry No. 7

Mr William John Vanstone and Mrs Emlen Mary Vanstone; Meavy Barton in Meavy; owners; stray 20 ponies, 90 cattle, 315 sheep on to the part of the Unit Land "known as Ringmoor Down and Wigford Down" part CL 191 from Lynch Down and Tennadon Down also part CL 191 and CL 164(S).

Representation:- Although Mr Harker at the CL 164 hearing represented Mr W J and Mrs E M Vanstone, I have no note or recollection of his saying that he represented them at this CL 188 hearing; none.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 8

Mr William Henry Legassick; Collytown Farm, Sheepstor; owner; turbary, take stones, cut bracken and rushes, graze 30 cattle, 150 sheep.

Representation:- Mr W H Legassick was represented by his son Mr Henry Peter Legassick.

Palmer Objection No. 1,093 rights do not exist over area hatched black and lettered "A" (meaning the WA Ownership Part).

Entry No. 9

Mr William Henry Legassick; Tor Fields, Sheepstor; tenant; turbary, take stones, cut bracken and rushes, graze 60 sheep.

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Entry No. 10

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Entry No. 11

Mr Robert Edward Skelley and Mr Robert Lewis Skelley; Olderwood Farm, Meavy; owner and tenant/tenant; stray 53 cattle, 265 sheep (or equivalent 5 sheep = 1 beast) from part CL 191 (Wigford Down).

Representation:- Mr R E Skelley as applicant and as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

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Mr Robert Edward Skelley and Mr Robert Lewis Skelley; part Durance Farm OS No. 4763, in Meavy; owner and tenant/tenant; stray 25 sheep from part of CL 191 known as Lynch Common.

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Entry No. 13

Mrs Beatrice Emily Vanstone; Lower Cadworthy Farm, in Meavy; tenant; stray 5 cattle, 150 sheep (or any combination on the basis 1 beast = 5 sheep) from part of CL 191 known as Wigford Down.

Representation:- None

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

Entry No. 14

Mr David John Skelley; formerly part of Callisham Farm OS No. 4243 in Meavy; owner; stray 10 cattle, 5 ponies, 65 sheep (or equivalent: 5 sheep = 1 beast) from CL 191.

Representation:- Mr D J Skelley was represented by Mr Harker.

SC Objection No. 169, the right is mis-described, we object to quantification of stock straying, should read straying rights only.

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Mr Norman Kenneth Skelley; Callisham Farm in Meavy; owner, stray 100 cattle, 500 sheep (or equivalent: 5 sheep = 1 beast) from CL 191.

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Mrs Ellen Dass; South Lake Farm, Dousland in Meavy and Haywood in Meavy; owner; turbarry, take stones, cut bracken and rushes, graze 35 cows and their followers, 150 sheep over part of Unit Land "known as Ringmoor Down".

Representation:- None

SC Objection No. 172, the right does not exist at all.

Entry No. 17

Mr Ilbert James Wakeham; Snobs in Meavy; owner; graze 25 sheep over part of Unit Land known as Ringmoor Down and that part of CL 191 known as Lynch Down.

Representation:- Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker.

SC Objection No. 167, the right is mis-described, should read common right on CL 191 straying rights on CL 188.

Entry No. 18

Mr Ilbert James Wakeham; Burrator House, Sheepstor; tenant; cut bracken and rushes, graze 21 cattle, 100 sheep over part of Unit Land known as Yellowmead Down ... together with straying rights on to Ringmoor Down, part of the Unit Land.

Representation: Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker. Mr E W F Webb, now an owner was represented by Mr Goldberg or Mr Toms.

Palmer Objection No. 1095, rights do not exist over area hatched black and lettered "A" (meaning WA Ownership Part). Note: this Entry conflicts with that at No. 45.



### Entry No. 19

Mr Ilbert James Wakeham; Nattor Farm, Sheepstor; tenant; cut bracken and rushes, graze 30 cattle, 175 sheep over part of Unit Land known as Yellowmead Down ... together with grazing rights on the remainder of this register unit.

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Palmer Objection No. 1094, no rights exist on area hatched in black (meaning WA Ownership Part and ? part of Unit Land between it and Sheepstor Brook).

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Mr Ilbert James Wakeham; Kingsett, Sheepstor, OS Nos. 1155 and 1134 in Walkhampton; tenant; cut bracken and rushes, graze 4 cows and followers over Yellowmead Down, part of Unit Land with straying rights on to the remainder.

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Representation:- Mr E F Palmer attended in person.

Palmer Objection No. 1093, rights do not exist over area hatched black and lettered "A" (meaning WA Ownership Part).

### Entry No. 22

Holne Parish Lands Charity; Church House Inn in Holne; owner; turbary estovers, dig stone and sand.

Representation: None

SC Objection No. 173, right does not exist at all.

### Entry No. 23

Mr David Miller Scott; Waterpark in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 24

Misses H D and E M Pearce Gould; Little Cross in Holne; owner, turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 25

Mr Lewis Oliver Perkins; Sparrows Hall in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 26

Mr Alexander George Cousins; Stonehanger in Holne; owner; turbary estovers, dig stone and sand.

Representation:- None

SC Objection No. 171, this right does not exist at all.

Entry No. 27

Lt-Colonel Philip Robert Lane-Joynt; Tumbly in Holne; owner; turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 28

Dr Robert Ewing Adam; No. 1 Church Park Cottages, in Holne; owner; turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 29

Mr Leonard Jackson; Nook, in Holne; owner, turbary estovers, take stone and sand.

Representation:- None

SC Objection No. 171, the right does not exist at all.



Entry No. 30

Mr Philip Hopcroft Woodward and Mrs Isabella Amelia Woodward; Pixies House in Buckfastleigh West; owners; estovers, turbary, take sand and gravel, graze 33 $\frac{1}{2}$  bullocks or ponies and 133 $\frac{1}{2}$  sheep over Unit Land and 34 other Register Units.

Representations: None

SC Objection No. 171, the right does not exist at all.

Entry No. 31

Mr Frances Arthur Perryman; OS Nos. 580 etc. in Holne; owner; turbary estovers, take stone and sand, graze 6 bullocks or 6 ponies and 24 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 171, the right does not exist at all.

Entry No. 32

Mr James Barnes Townsend; OS No. 61 etc. in Holne; owner; turbary estovers, take stone and sand, graze 10 bullocks or ponies and 40 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172. right does not exist at all.

Entry No. 33

Mrs Florence and Mr Albert Edward Tozer; Forge House and Nos. 1 and 2 Forge Cottages in Holne; owner; turbary estovers, take stone and sand, graze 2 bullocks or 2 ponies and 8 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 34

Mr Raymond George Mortimore and Mrs Anne Bouverie Mortimore; Hazelwood in Holne; owner; turbary estovers, take stone and sand, graze 2 bullocks or 2 ponies and 8 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 35

Mr Perge Albert Norrish; Seals Stoke in Holne; owner, turbary estovers, take stone and sand, graze 40 bullocks or ponies and 160 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 36

Mr George Ernest Jonathon Cawthorne; Holne Cott in Holne and Widecombe-in-the-Moor; owner; turbary estovers, take stone and sand, graze 12 bullocks or ponies and 18 sheep over whole of Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 37

Mr Hugh Clarkson and Mrs Mary Isobel Clarkson; Fore Stoke Farm in Holne; owners; turbary estovers, take stone and sand, graze 42 bullocks or ponies and 168 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 172, right does not exist at all.

Entry No. 38

Mrs Mary Isobel Clarkson; OS Nos. 332 etc. in Holne; owner; turbary estovers, take stone and sand, graze 5 bullocks or ponies and 20 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 39

William Henry Norrish; OS Nos. 3363 etc. in West Buckfastleigh; owner; turbary estovers, take stone and sand, graze 12 bullocks or ponies and 48 sheep over Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 173, right does not exist at all.

Entry No. 40

Roborough Estate Trustees/Maristow Estate; Yeo Farm including Ringmoor and Ditsworthy; owner/tenant; graze 350 units NFU scale over part of the Unit Land "lettered A and hatched with red diagonal lines", meaning Yellowmead Down including Sheepstor (over 1,050 ft) and including about 2/3rds of the WA Ownership Part.

Representation:- Roborough Estate Trustees and Maristow Estate were represented by Mr Etherton of counsel.

Palmer Objection No. 1094, no right exists on area hatched in black (meaning WA Ownership Part).

Entry No. 41 (replaced by Nos. 65 and 66)

Ernest Moubay Glossop and Diana Edith Alice Glossop, applicants for No. 41. No. 65; Mr David and Mrs Jean Anne Sommerfelt; Highland Farm, in Whitchurch; owners; turbary, to graze 2 cattle, 1 pony and 9 sheep. No. 66; Mr John William Henry and Mrs Winifred Mary Baker; formerly part of Highland Farm, Whitchurch; owners; graze 4 cattle, 2 ponies and 16 sheep.

Representation:- None

SC Objection No. 172, right does not exist at all. Palmer Objection No. 1094, no right exists over area hatched black (meaning WA Ownership Part or (?) part between it and Sheepstor Brook.

Entry No. 42

Mr William Nelson Palmer; Hellington Farm, Sheepstor; owner; turbary, cut bracken and rushes, take stones, graze 150 sheep, 40 cattle, 6 ponies.

Representation:- Mr W N Palmer was represented by his brother Mr E F Palmer.

Palmer Objection No. 1093, rights do not exist over area hatched black and "lettered A", meaning the WA Ownership Part.

Entry No. 43

Mrs Eleanor Nancy Smallwood; Holne Court Farm in Holne; owner; turbary estovers, take stone and sand, graze 106 bullocks or ponies 426 sheep over Unit Land and 33 other Register Units.

Representation:- Mrs Smallwood was represented by Mr Theyer.

SC Objection No. 173, right does not exist at all.

Entry No. 44

Roborough Estate Trustees and Mr William Henry Legassick; OS Nos. 231 etc. at Sheepstor; owner/tenant; graze 25 units (NFU scale) over part of Unit Land "hatched red and lettered A" on the register map, meaning Yellowmead Down, including Sheepstor (over 1,050 ft) being the northeast part of the Unit Land including about 2/3rds (west end) of the WA Ownership Part.

Representation:- Roborough Estate Trustees were represented by Mr Etherton of counsel. Mr W H Legassick was represented by his son Mr Henry Peter Legassick.

Palmer Objection No. 1094, no rights exist on area hatched in black, meaning the WA Ownership Part and (?) part between it and Sheepstor Brook.

Entry No. 45

Roborough Estate Trustees and Mr Ilbert James Wakeham; Nattor Farm and Burrator Land in Sheepstor; owner and tenant respectively; graze 170 units (NFU scale) over part of Unit Land "hatched red and lettered A on the register map", meaning Yellowmead Down including Sheepstor (high ground over 1,050 ft) and being the northwest part of the Unit Land including about 2/3rds (the west end) of the WA Ownership Part.

Representation:- Roborough Estate Trustees were represented by Mr Etherton and Mr Samuel Ilbert Wakeham as son and successor of Mr I J Wakeham was represented by Mr Harker.

Palmer Objection No. 1094, no right exists on area hatched in black, (meaning the WA Ownership Part and (?) part between it and Sheepstor Brook). This Entry conflicts with those at Entry Nos. 18 and 19.

Entry No. 46

Mr Peter George Dean and Mrs Patricia Doris Dean; Durance Farm, Lovaton in Meavy; owners; stray 200 cattle, 400 sheep, 10 ponies (or equivalent 5 sheep = 1 bullock).

Representation:- Mr and Mrs Dean were represented by Mr A Goldberg (or Mr Toms).

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 47

Mr Peter George Dean and Mrs Patricia Doris Dean; Down Farm, Lovaton in Meavy; owner; stray 200 cattle, 400 sheep, 10 ponies (or equivalent 5 sheep = 1 bullock).

Representation:- Mr and Mrs Dean were represented by Mr A Goldberg (or Mr R Toms).

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 48

Mrs Kate Sophia MacDonell, Pixeycombe in Meavy; tenant; stray 7 cattle or ponies or 35 sheep from Yennadon Down, and Lynch Common part CL 191.

Representation:- None

SC Objection No. 930, the right is mis-described, we object to quantification of stock straying, should read straying right only.

Entry No. 49

Mrs Ellen Amy Joice Worthington; Mill Cottage South Zeal and fields in South Tawton; owner; turbary estovers, piscary, take wild animals, birds, fruit, stone, sand and gravel, rushes, heather and bracken, graze 55 sheep, 10 cattle, 7 ponies over the Unit Land and 34 other Register Units.

Representation:- None

SC Objection No. 929, right does not exist at all.

Entry No. 50

Mrs Vera Ellen Enapman; Mill Farm in South Tawton; owner; turbary estovers, take wild animals, birds, fruit, stone, sand and gravel, rushes, heather and bracken, graze 70 sheep, 20 cattle, 10 ponies over Unit Land and 34 other Register Units.

Representation:- None

Palmer Objection No. 1094, no right exists in area hatched in black, meaning WA Ownership Part and (?) part between it and Sheepstor Brook. County Council Objection No. 1148, the right does not exist at all; this Objection taken over at hearing by Sheepstor Commoners Association.

Entry No. 51

Mrs Denise Bayly; Clubstone Cottage in Sheepstor; owner; turbary estovers, take stone and gravel, graze 1 head of cattle or 1 horse or 1 mare and foal or 5 sheep or 6 geese of a part of unit "hatched red and lettered A on the register map", meaning the northwest part including Sheepstor (over 1,050 ft) including about 2/3rds (the west end) of the WA Ownership Part.

Representation:- None

Palmer Objection No. 1093, rights do not exist over area hatched in black and lettered A, meaning the WA Ownership Part.

Entry No. 52

Mr Robert Edwin Skelley, Mr Robert Lewis Skelley and Mrs Winifred Buller Skelley; Broomage Farm, Sparkwell; owners; stray 12 cattle or 60 sheep or any combination (1 cattle beast = 5 sheep) from CL 189, CL 190 and CL 205.

Representation:- Mr Robert Edwin Skelley as applicant and as successor of his deceased parents Mr R L and Mrs W B Skelley, was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 53

Mr Robert Edwin Skelley, Mr Robert Lewis Skelley and Mrs Winifred Buller Skelley; Part Staddons Farm, Walkhampton; owners; stray 15 cattle or 75 sheep (or any combination 1 beast = 5 sheep) from CL 38. Yennadon Down part CL 191. and CL 192.

Representation:- Mr R E Skelley as applicant and as successor to his now deceased parents Mr R L Skelley and Mrs W B Skelley was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 54

The National Trust; Frowlesworthy Warren Farm, Shaugh Prior; owner; stray 80 bullocks, 1,000 sheep, 60 ponies from CL 190.

Representation:- None

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 55

Mr Roger Hill; Luxmoor Farm, Brisworthy; tenant; stray 49 cattle or 49 ponies or 244 sheep or any proportionate combination from CL 271 and that part of CL 191 known as Wigford Down.

Representation:- Mr R Hill was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 56

Cancelled 31/7/73.

Entry No. 57

Mr Robert Lewis Skelley; Lee Moor Farm, Shaugh Prior; tenant; stray 35 cattle and 175 sheep or any combination 1 beast = 1 sheep; from CL 112 and CL 190.

Representation:- Mr Robert Edward Skelley as successor of his now deceased father Mr R L Skelley was represented by Mr Harker.

Palmer Objection No. 1095, these straying rights do not exist and are objected to.

Entry No. 58

Mr Ernest Frederick Palmer; Coombes Head, Deancoombe, Middlesworth, Nosworthy, Lowery, Leathertor, Stenlake, Crazwell, Newlycombe, and Kingset, Walkhampton; tenant; stray 500 cattle, 4,000 sheep from CL 192.

Representation:- Mr E F Palmer attended in person.

SO Objection No. 929, right does not exist at all. Note: Entry conflicts with that at No. 20.

Entry Nos. 59, 60, 61, 62, and 63

Cancelled 12/7/73

Entry Nos. 64, 65, and 66

See Entry No. 41 above.

Entry Nos. 67, 68 and 69

See Entry No. 5 above.



SECOND SCHEDULE  
(Documents produced)

Part I: (25/V) on behalf of Roborough Trustees

- R/1 — Map showing the part (Roborough Objection Area) of land edged red on map enclosed with Objection Nos 348 and 1003, which part of the Unit Land is the only part now claimed by the Roborough Trustees not to have been properly registered as common land.
- R/2 17 February 1976 Decision of Chief Commons Commissioner, re Coombe Down, Hoolmeay Down and Headland Warren, Register Unit No. CL148 after a hearing in Exeter on 2 July and 15, 16 and 17 December 1975; reference Nos 209/D/43-44, 46-48, 88.
- R/3 1880 Dartmoor Preservation Association. History of rights of Commons upon Forest of Dartmoor and Commons of Devon; Report of Mr Stuart A Moore to the Committee, and Appendix A of Documents; octavo, report and appendix 166 pages; printed W Brendon and Sons of Plymouth.
- R/4 1085 Extracts from Devonshire Domesday and Geld Inquest pages 214v and 758 to 761, William of Poilleio as having 1 hide & 3 virgates in hundred of Walchetona; and table showing the names of Hundreds, Walchetona (1085) = Rouburge (1275) = Roborough (modern).
- R/5 1969 Extract from the Place-names of Devon by J E B Gover, A Mawer and F M Stenton, Part I; octavo Cambridge UP, pages 222 to 249, Bicheleia = Bickleigh, Snittistor = Sheepstor, Durkesworth(y) = Ditsworthy Warren, Rymmore = Ringmoor Down.
- R/6 1930 Extract from The Hundreds of Devon by O Reichel, published Exeter by Devonshire Association, pages 110 to 129; three estates held by William de Poillei in 1086 in Bickleigh, Buckland Monachorum and Sampford Spinney all Roborough Hundred and held of the honour of Plympton.
- R/7 20 November 1291 Translation by Miss Stuart (Area Archivist for West Devon) of charter of Isabella de Fortivus Countess of Albemarle; "... thus across the boundaries that encircle Ringmoor Down ...".





- R/8 1731 Old map of Ringmoor Down with (contemporary) back sheet "these papers ought carefully to be preserved; they making out the undoubted Right of the Down belonging to the Heirs of Maristow ... (illegible) ... 1736".
- R/9 1735 Extract from Monasticon Diocesis Exoniensis of G Oliver (records illustrating history of church foundations in Devon); page 391 about Buckland Abbey.
- R/10 18 April 1982 Translation of R/9: "Rents of assize the tenant of Rynmore ...".
- R/11 1546 Extract from PRO State Papers of Henry VIII foreign and domestic, vol 21 part II, page 97 (after dissolution of monasteries) item 36, grant to John Slannyng of "lands in Shittestour and Rynmore ...".
- R/12 1 April 1554 Grant by John Slannyng to Nicholas Slannyng, William Slannyng and John Slannyng Jr (original and translation produced); refers to royal grant 24 Sept of 38 H8.
- R/13 Preface dated 1895 Extract from the visitations of the County of Devon (Heralds 1531, 1564, 1620) page 687 Slanning of Ley, genealogy shown John S purchased Manor of Bickleigh after the dissolution and conclude with James Modyford Heywood, d.2 Ap 1798.
- R/14 14 March 1799 Grant of lands expressly including a piece of ground being in the Manor of Bickleigh and parish of Sheepstor called Ringmoor Down containing about 700 acres, to Manaseh Lopes showing Legistor Warren let and Ringmoor Down in hand "but several of the Tenants (9 named) have "rights of common there".
- R/15 1582 Extract from manorial records.
- R/16 1655 Ditto
- R/17 1656 Ditto
- R/18 1669 Ditto
- R/19 — Translation by Miss Stuart of R/15-18, showing them to be records of Dryfts of Ringmoor Down on 21 June 1655, 21 July 1656, 7 October 1669 and 15 July 1670.



- R/20 11 March 1582 Notes about Rydmere Down by J Hale, for M Slanning's Councillors for Rydmere Down against John Bowdon and others (original produced with translation dated 18 May 1932 by Dr Haslam recording judgment in September 1650.
- R/21 20 July 1676 Lease by Nicholas Slanning to Edward Meade
- R/22 — Transcription by Miss Stuart of above: 99 years of "Dittisworthy ... Warren".
- R/23 1681 Rentroll of Manor of Bickleigh (original produced), one page of which relates to Shittistor Rents including Legistor Warren and another page to Ringmoor let to 7 named inhabitants of Brisworthy and 15 named inhabitants of Lovaton.
- R/24 1672 Map of "Legge Torre".
- R/25 1798 Particulars of sale of estate consisting of Haristow House with 5 very extensive manors, containing 8,300 acres of enclosed land and about 10,000 acres of common (original produced). Ringmoor Down included in the Manor of Bickleigh (several tenants have rights of common there).
- R/26 11 October 1809  
(? 1809) OS Map 1 inch = 1 mile. 36 ins x 24 ins (from Liskard on west to Ashburton on east). Marks "Ringmoor Down" and "Dittisworthy Warren".
- R/27 2 September 1824 Extract from letter book of Sir Massey M Lopes 1822-1835; letter from Geo Giles (Agent) to Peter Nicholls about hedges of Lynch Hill "as Sir Massey is now repairing such hedges as belong to him in order to complete the inclosure of Ringmoor" (original book produced).
- R/27 26 November 1824 Ditto, Geo Giles to William Nicholls calling on him to repair hedges of Lynch Warren ... that are next adjoining to Ringmoor Down.
- R/28 1831 Map by W T Stentaforde of lands in Sheepstor property of Sir Massey M Lopes, Bart.
- R/29 1839 Map (William Shillibear) of the Forest of Dartmoor and its surrounding commons and the adjacent parishes belonging to the Ancient Duchy of Cornwall and Manor of Lydford "Commons surrounding anciently called the Commons of



Devonshire were allotted to the Parishes on which they abut and take their names "... the zig zag red line is the extent on the Commons when the Forest Drifts". Outside red line is all Roberough Objection Area and also Ditsworthy Warren and all south of a west line from Plym Steps.

- R/30 1842 Sheepstor Tithe Award; 419 Sir Ralph Lopes owner; John Leaver lessee; Legistor Warren 183a. 1r. 8p.; tithable £0.17.8 and £0.4.3; and 420 Sir Ralph Lopes owner/himself occupier; Ringmoor Down 744a. 1r. 31p. included with other fields totalling 764a. Or. 12p.; tithable £0.17.0 and £0.0.0.
- R/31 1843 Samuel Rowe (1st edition) Perambulation of the Antient and Royal Forest of Dartmoor (Harwell Adam & Co of London); map showing "Venville or Commons Bounds" (as in R/29 including Roberough Objection Area).
- R/32 14 March 1859 Fly sheet (12" x 8") being advertisement for a tenant of "Extensive Inclosure of Rough Pasture Land called Ringmoor Down" containing 750 acres and upwards with offer dated 31 March 1859 by Mark Northmore to pay £10 per annum.
- R/33 1890 Book (held by Mrs Ware) of assessments for Poor Rate including Ringmoor Down 756a. Or. 12p. gross £20.0.0.
- R/34 29 September 1862 Counterpart lease by Sir Massey Lopes to William Ware of dwellinghouse and Ditsworthy and Legistor Rabbit Warrens for 14 years from 25 March 1860 at a yearly rent of £85.
- R/35 31 December 1869 Counterpart lease by Sir Massey Lopes to William Ware of dwellinghouse and Ditsworthy Warren, Legistor Warren, and Aylesborough Warren for 14 years from 25 March 1867 at a yearly rent of £125.
- R/36 25 April 1881 Counterpart lease by Sir Massey Lopes to William Ware ditto for 14 years from 25 March 1861 at a yearly rent of £140.
- R/37 19 March 1895 Counterpart lease by Sir Massey Lopes to Nicholas Ware of ditto as per Schedule (items totalling 1476a. 1r. 29p.) for 14 years from 25 March 1895 at a yearly rent of £140.



R/38 2 September 1862

Counterpart lease by Sir Massey Lopes to John Westlake of Brisworthy and Ringmoor Down Farm (as described in Schedule 35 tithe nos containing 76a. 30p. and No. 420 Ringmoor Down except such parts thereof if any as has been taken in and enclosed 744a. 1r. 31p) for 14 years from 25 March next at a yearly rent of £75.

R/39 8 December 1920

Counterpart lease by Sir Henry Lopes to Frederick Ernest Northmore of Yeo Farm with Smallacombe (as described in Schedule total 855a. 2r. 5p., including OS Nos 4, 5, 6, 85, Ringmoor Downs 748a. 1r. 17p.) for 14 years from 25 March 1919.

R/40 Undated  
(September 1952)

Letter from R L Skelley to Mr Macfarlane "your letter of 18/9/52 ... much regret my bullocks on Ringmoor Down ... purchased from Mr Northmore of Gratton and seems to be their old home ...".

R/41 24 September 1952

Copy reply to R/40.

R/42 24 September 1952

Copy letter to C P Stone of Yeo Farm referring to "Mr Skelley offering his apologies".

R/43 13 June 1974

Copy letter to N K Skelley requesting "every effort to prevent your stock moving on to Ringmoor from Lynch Common.

R/44 21 July 1976

Copy letter to N K Skelley "... trouble with your stock on Ringmoor Down ... part of Yeo Farm...

R/45 26 August 1976

Copy letter to R Hill of Brisworthy Farm "... complaints about cattle which I am told belong to you being on Ringmoor Down. Kindly arrange to have them removed ...".

R/46 26 August 1976

Copy letter to I J Wakeham "... the tenant of Yeo is still complaining about your cattle being on the Ditsworthy land ... you could arrange to keep them off".

R/47 12 July 1978

Copy letter to R Hill of Lummoor Farm "... regret having to write again regarding your stock grazing on Ringmoor.

R/48 November 1980-  
June 1981

Book of 19 photographs of Roborough Objection Area; A2, 5-9, 13-15, 18, 19, 24, 27, B1, 13, 14, 17, and C1, 3.

R/49 --

Map explaining camera positions for R/48.



## Part II: (26/v) on behalf of Mr R Hill

RE/1 29 September 1966

Conveyance by Cyril Nathaniel Downey to Harold Henry Bellamy of cottages, buildings and fields called Brisworthy Farm and Lummoore in Heavy containing about 24.453 acres.

RE/2 29 September 1966

Agreement by which Harold Henry Bellamy granted to Roger Hill and his wife Rosemary Rachael Hill a yearly tenancy of the said 24.453 acres with an option within 21 years to purchase the reversion.

RE/3 1960

Abstract of the title of Mr C H Downey commencing with a conveyance dated 30 January 1915 by which Betsy Veal Northmoore as personal representative and widow of Richard Northmoore late of Gratton Farm (he died 28 October 1914) conveyed to his eldest son Richard John Northmoore the fields called Brisworthy Farm and Lummoore comprising 24a. 31p.; and including a conveyance dated 22 December 1950 by which he conveyed to Cyril Nathaniel Downey and Evelyn Mary Downey (she died 11 January 1955) the said premises.

RE/4 1 August 1977

Assent by Charles Arthur Bellamy and Rachael Miriam Hudge as personal representatives of Harold Henry Bellamy in favour of the said Rachael Miriam Hudge of the said 24.453 acres.

-- --

Probate of will of H H Bellamy.

RE/5 --

Draft application (CR Form 9) by R Hill for registration under GRA 1965 Act.

-- 1 December 1969

Original of RH/5, produced (6/vii) by Mr Browne from County Council records as registration authority: "Wigford Down, Brisworthy Burrows and Brisworthy Green and viscinage on Shaugh Moor CL190 & Forest of Dartmoor (south) CL164 & Ringmoor Down CL188".

Part III: (26/v) put to or produced by  
Mr E F Palmer

WA/1 --

Map showing land at Burrator Catchment owned by the South West Water Authority.

SP/1 --

Sheepstor Commoners Association, Minute Book (including record of meeting on 22 July 1973).



Part IV: (23/v) on behalf of Sir Guy and Lady Sayer,  
Admiral Sir James Eberle, and Mrs Smallwood

S/1	24 May 1982	Affidavit by Mr John Vernon Somers Cocks, summarising historical documents extracted in below mentioned exhibits JVSC/1 and JVSC/2.
JVSC/1 DPA/Pollock DPA/Burkett DPA/Moore	1890	Dartmoor Preservation Association; Short History of the Rights of Common upon the Forest of Dartmoor and the Commons of Devon. Report of Mr Stuart A Moore to the Committee; pages 1 to 102 with documents pages 103-166; introduction 1889 by Sir Frederick Pollock, pages i to x; and a paper read at Plymouth 26 October 1885 by Percival Birkell pages xi to xciii.
JVSC/2 1848 Rowe	1848	Perambulation of Dartmoor; by Rev S Rowe.
S/2	23 October and 20 November 1897	Transcript of judgment of his Honour Judge Edge in Reddicliffe v Hill and Hill
S/5 to S/7	--	Photographs showing witness digging vags (peat), one showing Sheeps Tor in the background.
S/3	--	Six photographs showing parts of Boborough Objection Area (ruinous state of walls).
S/9	18 October 1977	Letter from Farrer & Co to Admiral Sir Guy Sayer conceding on behalf of the Duchy of Cornwall that they would no longer pursue their objection to the registration of rights by him or his wife over commons in their capacity as Venville tenants and that as far as the Forest of Dartmoor is concerned their rights as Venville tenants are not limited to the east quarter.
S/10	1976	Map 1/63,360 showing Dartmoor Forest, Commons of Devon (green, red and blue) and Register Units in the Dartmoor National Park.
S/11	20 February 1970	Case Stated by Chief Commons Commissioner in re Kentor Warren with his decision dated 30 May 1977 annexed.
S/12	26 October 1979	Judgment on said Case Stated of his Honour Judge John Finlay QC, sitting as a judge of the High Court.



Part V: (6/vii) on behalf of Mr N K Skelley or put  
in cross-examination

Callishan Farm:-

NKS/1                      23 September 1966      Conveyance by Henry Blackler to Norman Kenneth Skelley and Ethel Mary Skelley of Callishan Farm in Meavey formerly part of the Buckland Abbey Estate and containing about 94a. 3r. 30p.

NKS/2                      16 July 1952              Conveyance by William Mumford to Norman Henry Blackler of Callishan Farm containing 94a. 3r. 32p. with plan annexed.

Put in by Mr Etherton:-

—                      11 April 1975              Order of High Court of Justice in action 1974-B-429 ordering Norman Kenneth Skelley to remove from Roborough Down excess of 77 cattle and 385 sheep and be restrained (until judgment) from turning out or allowing to stray.

—                      1975                      Copy affidavit in said proceeding by William John Wotton, Secretary of Roborough Commoners Association.

Land at Lovaton:-

NKS/3                      1977                      Abstract of title of Mrs E M Murrin as personal representative of John Ford Northmore.

4 October 1886 conveyance by J G Chilcott and another to John Northmore of fields in Meavey parts of tenement called Lovington Bastard or Lovaton containing 19a. 2r. 14p. as delineated on plan annexed.

Conveyance dated 29 April 1901 by Mary Anne Northmore, James Northmore, William Henry Northmore as executors of said John Northmore (he died 2 April 1899) to his son James Northmore the said premises containing 19a. 2r. 14p.

4 January 1947 assent by John Ford Northmore and James William Northmore as personal representatives of the said James Northmore (he died 18 March 1946) in favour of the said John Ford Northmore of the said 19a. 2r. 14p.

15 August 1977 probate of will of John Ford Northmore by Ethelwyn Mary Murrin (he died April 1977).



- IES/4 3 January 1977 conveyance by Mrs E M Murrin as personal  
(? made representative of James Ford Northmore to  
3 January 1978) Norman Kenneth Skelley of lot 2, old  
OS Nos 742, 741, 743 together containing  
8.85 acres.
- IES/5 24 May 1979 Conveyance by Norman Kenneth Skelley to  
himself ~~and his wife E M Skelley of the~~  
~~said 8.85 acres.~~
- Part VI: (6/vii) on behalf of Mr Arnold Henry Cole
- IES/3 — Abstract as in Part V *supra*.
- AEC/1 3 January 1978 Conveyance by Mrs E M Murrin as personal  
representative of James Ford Northmore (he  
died 8 April 1977) to Frederick Ford Northmore  
and Rose Northmore of land in Heavey (being  
Lot 1 1977 auction) containing 7.94 acres.
- AEC/2 19 May 1982 Conveyance by F Northmore and R Northmore to  
Henry Arnold Cole of land at Lovaton (being  
lot 3 1982 auction containing 13.090 acres  
(including OS Nos 748 and 749).
- Part VII: (7/vii) on behalf of Devon County Council
- 1717 Hanwood Forest Law, see page 83.
- CS/1 1839 Copy of Map of Forest of Dartmoor with its  
surrounding Commons and the adjacent Parishes  
belonging to the Ancient Duchy of Cornwall and  
the Manor of Lydford.
- 1 May 1844 Tithe Apportionment Award for Sheepstor  
and Tithe map.
- Part VIII: (7/vii) on behalf of Mr Robert Edwin Skelley
- FES/1 1 April 1981 Certificate (copy) of Land Registry Title  
No. TM113049 showing Robert Edwin Skelley  
as having an absolute title to Wotter Farm,  
Shaugh Prior.
- Part IX: (8/vii) on behalf of Mr P G Dean
- FED/1 6 September 1963 Conveyance by G N Hunter and another to  
Peter George Dean of Durance Farm containing  
106.290 acres "together with common rights  
over the land known as Wigford Down ... shown  
on said plan".





PGD/2

8 September 1966

Conveyance (gift) by Mrs Florence Rose Dean to Peter George Dean of (1) fields formerly part of Greenwell Farm containing 23.6 acres coloured pink on plan "together with such rights of common as are appurtenant to the said property"; and (2) fields formerly part of Callisham Farm Meavy OS No. 286 (excluding Down Farm House) and OS No. 259 containing 65a. 22p. coloured green and yellow on plan subject rights referred to in conveyance dated 3 August 1965 by Richard Warwick Nicholls and others to Mrs Florence Rose Dean and a conveyance dated 2 March 1953 by William Mumford to Richard Warwick Nicholls and Eleanor Rees Nicholls.

PGD/3

8 September 1966

Conveyance by Mrs Florence Rose Dean to Mr Peter George Dean of Down Farm House formerly part of Callisham Farm No. 286 containing 0.25 acres.

PGD/4

24 June,  
25 June,  
30 June,  
1 July 1982

Letters between Farrer & Co and Mr Dean or Arthur Goldberg about rights of stray.

PGD/5

1966

Common land and Village Greens prepared by Ministry of Land and Natural Resources and Central Office of Information; pamphlet, 16 pages; "20Q I possess rights of common of pasture over Blackacre Common together with the right to allow my stock to stray over the adjoining Whiteacre Common. Will I be able to apply for the registration of my rights over Whiteacre Common? A: yes".

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A Hundred Years on Dartmoor. Historical notices of the Forest and Purliens: by William Crossing, 4th edition, quarto, 1901; 132 pages: Western Morning News.

Dean/1

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Summary of some of CL 188 and CL 191 registrations beginning "Burrator House (and land) Sheepstor..."

Dean/2

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Extracts from Crossing supra, pages 68, 75, 118, etc., and Appendix.



## Part X: sent by Admiral Sir James F Eberle

JFE/1

5 November 1982

Letter from Sir J F Eberle setting out his claims and saying that he had asked Mr N Theyer to represent him.

## Part XI: (9, 10, 11/xi): on behalf of South West Water Authority

WA/2

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Map showing land at Burrator Catchment owned by the Authority (same as WA/1).

WA/3

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Submission of Authority to Commons Commissioner (8 pages).

WA/4

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Proof of evidence by Mrs Frieda Wilkinson (6 pages).

WA/5

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Extracts from Rowe: Perambulation of Forest of Dartmoor, pages 114, 318, 319, and 320; and 472.

WA/6

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Extract from Forest Law by Manwood, pages 294, 295, 296, 297, 298, 299, 300 and 301.

WA/7

29 September 1896

Letter from Tucker & Sons, Solicitors of Ashburton re Sherwood Farm to K Byrne Esq: "a venville tenancy consists of a right of grazing cattle on the Forest of Dartmoor and cutting turf for burning: the rent is -/9d year payable by the tenant".

WA/8

12 August 1967

Copy letter from R Coaker of Running to H Peck Esq "West Sherwood, Widecombe-in-the-Moor: ... has always enjoyed venville rights on the East Quarter Forest of Dartmoor for the sum of -/9d per year".

WA/9

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Extracts from conveyances 1960 and 1966 of land at Holne: memo of 3rd ed Rowe: footnote on p. 9. W F Collier - Venville rights as in Dartmoor 1837.

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1796  
reprinted 1970

Rural Economy of the West of England including Devonshire by William Marshall ... vol 2; reprint Dartmoor and its uncultivated Environs at pages 19 to 40 inclusive.



WA/9 bis	1824	Rowe v Brenton, copy of Law Report 1828, 8 B&C 737.
WA/10	1874	Commissioners v Glasse, copy of Law Report LR19 Eq 134.
WA/11	1876	Newcombe v Fewins, copy Law Report 1877 JP 581.
WA/12	1962	Wyld v Silver, copy Law Report 1963 1 Ch 243.
WA/13	1975	New Windsor v Mellor, copy Law Report 1975 3 WLR 25.
--	1890	DPA/Moore.
WA/15	1799	Extracts from conveyance to uses of a marriage settlement of Manors of Priors Shsaga, Maristow, Buckland Monachorum etc made on the marriage of Dame Elizabeth Modyford.
WA/16	1798? (compare R/25)	Extract from document headed Manor of Bickleigh with a column heading "Lives and ages in 1798): item 78 "... (named tenant) Ditseny Warren ... 163 acres", item 79 (named tenant) Outholme ... 79 acres 2 rood ...", item 87 "In hand Ringmoor Down but several of the tenants have rights of common there".
WA/17	28 February 1917	Conveyance by which, after reciting the Plymouth Corporation Act 1918 and the Lands Clauses Consolidation Act, Sir Henry Yard Buller conveyed to the Mayor Aldermen and Citizens of Plymouth 4,911. 316 acres in Walkhampton, Meavy and Sheepstor subject to leases ... mentioned in First Schedule "and to the rights of common on Yennadon Down of any persons other than the Vendor but free from any other rights of common.
WA/19	1923	Plymouth Corporation Act, Part II sections 5 to 11, and Part XV sections 144 to 148.
WA/20	9 December 1922	Extract from letter from Town Clerk's office. Plymouth headed "Plymouth Corporation Bill" with list of persons to whom as "Commoners" it was sent.



W/21

1922/1928

"List of Commoners sent out by Plymouth Corporation Bill December 9 1922 "with apparent addition headed "Now added in November 1928".

Part XIII: (10/xi) by Mr G H Williams

P/45

2 November 1932

Plan certified by Devon County Council of Public Highways and Public Rights of Way in accordance with Land Charges' records.

R/45

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Explanatory plan showing public ways from Brisworthy to Forest: (A) Southeast from Brisworthy Green over River Plym, (B) westwards towards Wigford Down and then over Cadover Bridge and (c) westwards and then north by Ringmoor Cottage and eastwards by road between Gutter Tor and Yellowmead.

Part XIII: (10/xi) by Mr J A S Macfarlane

R/47

25 March 1947

Memorandum of Agreement between Charles Percival Stone and Ilbert J B Wakeham, tenant farmer of Nattor: £10 per year

R/43A

12 October 1962

Conveyance (original produced) by Rt Hon M H E Baron Roborough to Hon H M Lopes discharged by Lord Roborough and E J Ivory of trusts of settlements of (among numerous other properties) freehold properties known as Nattor, Yeo, Distworthy, Ringmoor Down, Jobbers Land, Burrator House, Land and Cottage, Ringmoor Cottage; together with Woodland known as Burrator Woods and Brisworthy Plantation, with plan.

R/43B

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Copy said plan.

Part XIV: (10/xi) by Mr Etherton

R/49

15 June 1976

Conveyance by Hon R Z D Lopes, E J Ivory, C M Farrer, J Ivory to Edwin William Failte Webb and Jill Webb on sale of 26.75 acres with Burrator House.



- R/50            28 October 1982            Statutory declaration by John Dix as to the occupation of Durance Farm by him from 1955 to 1958 and his manager Mr Jury from 1958 to 1963.
- R/516           1577:  
                 9 Eliz.1.            Public Record Office KB 27/1221: CP/1155 of judgment in case of Nicholas Slanning.
- R/51A           5 November 1982            Translation of relevant part of R351: "ten thousand acres of waste ... called ... venville ... lying and existing in the parish of Lydford ... next of the Forest ...".
- R/52            15 September 1818           Letter (from County archives) from Geo & Wm Shillibeer to Sir Massey Lopes respecting the fences against Ringmoor Down.
- Part XV: (6/vii) put by Mr E F Palmer to Mr A H Cole and (11/xi) by Mr E F Palmer in the course of his further evidence
- ERP/7           19 April 1982            Particulars of sale by auction on instructions of Mr and Mrs F F Northmore of lands at Lovaton in 4 lots (3.39, 6.952, 13.098 and 9.114 acres).
- 7 November 1977           Particulars of sale by auction on instructions of Ethelwyn Mary Murrin of lands at Lovaton and Brisworthy, 3 lots (7.94, 8.85 and 13.37 acres).
- ERP/20          6 November 1982           Statement of wishes of Sheepstor Commoners.
- ERP/21          23 October 1942           Particulars of sale by auction of the Meavy Portion of Buckland Abbey Estate (27 lots) including, (lot 1) 170 a.0r.22p. Meavy Barton; (lot 4) 106 a.1r.1p., Durance "common rights over Wigford Down hatched in red on the sale plan are appurtenant to this lot"; (lot 9) Greenwell Farm 186 a.0r.22p.; (lot 10) Callisham Farm 189 a.2r.7p.
- ERP/21  
    bis          20 September 1976           Dartmoor: a Report by Lady Sharp GBE of public local inquiry into the continued use of Dartmoor by the Ministry of Defence for training purposes.
- 1948                      Examined abstracts of title of freehold premises in Buckland Monachorum and Meavy: pages 3 to 14 only, commencing with part of conveyance to Sir F G A F E Drake of Manors of Callisham and Durance and of farms and other farms, and continuing with his will dated 5 April 1872 and including numerous later documents including a vesting deed dated 19 August 1926 in favour of the Rt Hon E B E D C Baroness Seaton, a vesting



assent dated 8 February 1940 in favour of Captain R O T G Meyrick of (inter alia) Callisham and Olderwood Farm (tenant Palmer E R), ... Durance and Higher and Lower Lovaton Farm (tenant Piper, Henry)... Woods and Plantations... Common rights on Lynch and Wigford Commons..."; and a conveyance dated 23 December 1942 to William George Millar of Durance Farm and Callisham Farm 325.773 acres "TOGETHER... with common rights over Wigford Down or common wick Down is more particularly shown on the plan attached to the before abstracted vesting assent of the 8th day of February 1940".

EFP/final --

Manuscript note book, 4½" x 4", about 60 pages (about 32 used) beginning: Meetings at Shaugh on 6th Sept 1947.

Part XVI (12/XI): by Mr Etherton

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Submissions of the Maristow Trustees (42 pages) with schedule of witnesses annexed.

THIRD SCHEDULE  
(Decision Table)

1. I confirm the registration at Entry No. 1 in the Land Section with the modification that there be removed from the register the parts of the land in this register unit at page 2 of this decision called: (1) the Falmer objection area, (2) the WA objection area, and (3) the Roborough objection area. My reasons for such removal are as regards (1) general agreement as stated at page 2, and as regards (2) and (3) my decision as herein before set out under headings "WA objection area" and "Roborough objection area". My reasons for confirming the remaining area of the unit land are that I have as stated in this schedule confirmed the rights of common over it and that accordingly such area is common land within the definition in section 22 of the Commons Registration Act 1965.
2. For the reasons herein before set out under the headings "Venville East registration", "Luxmoor registration", "Durance registration", "Down registration", "Lovaton Fields registration", and "Wotter registration" I refuse to confirm registrations at rights section entry nos. 1, 2, 3, 10, 15, 43, 46, and 47.
3. For the reasons herein before set out under the heading "others" I confirm the registration at the following rights section entry nos. (applicants name in brackets) that is to say: 6 (R H Manning), 8 (W H Legassick), 9 (W H Legassick),



18 (I J Wakeham), 19 (I J Wakeham), 21 (E F Palmer), 40 (Roborough Estate Trustees), 42 (W N Palmer), 44 (Roborough Trustees and W H Legassick), and 51 (D Bayly) with such modification as is necessarily consequential on the removal of the said parts of the unit land from the register as stated in paragraph 1 above of this schedule and with the following further modification in column 4 of entry No. 18 delete "Ringmoor Down part of this register unit and", and in column 4 of entry No. 19 delete "together with grazing (? straying) rights on the remainder of this register unit".

4. For the reasons herein before set out under the heading "others" I refuse to confirm all the other rights section registrations that is to say registrations with the following entry nos:- 4, 5, 7, 11, 12, 13, 14, 16, 17, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 45, 48, 49, 50, 52, 53, 54, 55, 57, and 58, including 65 and 66 which replaced 41 and 68 and 69 which replaced 5.

5. Because much of this decision relates to persons who were not present or represented at the hearing and is dependent on agreements or statements about which there may herein be some mistake or error, I give LIBERTY TO APPLY to any person who might be affected by any such mistake or error. Such application should be made within 3 months from the day on which this decision is sent out (or such extended time as a Commons Commissioner may allow) and should be in the first instance made by letter to the Clerk of the Commons Commissioners stating the mistake or error and the applicants reasons for thinking it should be corrected. A copy of the application should be sent to any person who might be adversely affected by the application being granted and for their information to the County Council as registration authority. As a result of the application a Commons Commissioner may direct a further hearing, unless he is satisfied that the error or mistake is obvious and all those concerned are agreeable. Of such further hearing notice will be given only to those persons who on the information available to the Commons Commissioner appear to him to be concerned with the registration in question. Any person who wishes to be given notice of any such further hearing should by letter inform the Clerk of the Commons Commissioners as soon as possible specifying the registration a further hearing about which he might wish to attend or be represented at.

6. As to an appeal to the High Court against this decision, attention is drawn to the last paragraph under heading "final". It should be noted that the "6 weeks" therein mentioned is fixed by the rules of the Supreme Court and that a Commons Commissioner cannot (although the High Court can) enlarge this 6 week period.

7. Dated the                      day of                      1983

*A. A. Baden Fuller*

Commons Commissioner