COMMONS REGISTRATION ACT 1965

Reference Nos 209/D/289
209/D/290
209/D/291

In the Matter of Walkhampton Common,
Walkhampton, West Devon District,
Devon

DECISION

Introduction

This Matter relates to between 130 and 140 registrations made under the 1965 Act. My decision as regards each of these registrations is set out in the Fourth (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to the registrations at Entry No. 1 in the Land Section, at Entry Nos. 1 to 44 inclusive (Nos. 28, 32 and 34 have been replaced by Nos. 141, 142 and 143, Nos. 145 and 146 and Nos. 132 and 133 respectively) and 46 to 125 inclusive (including 49A and 50A; Nos 46/72 AND 102 have been replaced by Nos 135 and 136 and Nos. 138 and 139 and Nos. 135 and 136 respectively), some of these Rights Section registrations being summarised in the First Schedule hereto and at Entry Nos. 1 and 3 in the Ownership Section of Register Unit No. CL192 in the Register of Common Land maintained by the Devon County Council and are occasioned by the Objections summarised in the Second Schedule hereto and by the said Ownership Section registrations being in conflict.

I held a hearing for the purpose of inquiring into the disputes at Plymouth on 12 November and 7, 8, 9 and 10 December 1982. At the hearing (1) South West Water Authority as successor of the Lord Mayor Aldermen and Citizens of the City of Plymouth ("the Plymouth Corporation") who made Objection No. 58 and applied for the Ownership Section registrations at Entry Nos. 2 and 3 (No. 2, but not No. 3, is final) were represented by Mrs F G Canning Solicitor in their Legal Department; (2) 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 persons in the Rights Section registrations at Entry Nos. 35, 36, 37, 94, 95 and 98 to 113 inclusive (No. 102 having been replaced by Nos. 135 and 136), at Ownership Section Entry No. 1, in Land Section Objections Nos. 338, 345 and 357, and in Rights Section Objections Nos. 344, 346, 356, 1021, 1022 and 1023, described as the Roborough Estate Trustees and/or Maristow Estate Trustees or being successors in title, of persons so described, were represented by Mr T Etherton of counsel instructed by Farrer & Co, Solicitors of London at the November part of the hearing only; (3) Mr R P Alford and Mrs Ellen Mary Alford both of Moortown Farm, as successors in title of Mr John Henry Evan Reddicliffe and Mr Reginald George Reddicliffe (he died in 1975) who made Objection No. 435 and were the applicants for the Rights Section registrations at Entry Nos. 31 and 51 were represented by Mr P W Harker, solicitor of Bellingham & Crocker, Solicitors of Plympton; (4) British Broadcasting Corporation who made Objection No. 610 were represented by Mr R Law solicitor in their London Legal Department, (5) Mr Ernest Frederick Palmer who made Objection No. 109 and was

the applicant for the Rights Section registrations at Entry Nos. 34, 49A, 76, 77, 124 and 125, attended in person; (6) Vice Admiral Sir Guy Bourchier Sayer and Lady Sylvia Rosalind Pleadwell Sayer, Admiral Sir James Eberle of Village Farm Holne and Mrs R Eleanor Nancy Smallwood being the applicants or the successors in title of the applicants for the Rights Section registrations at Entry Nos. 10, 11 and 75 (hereinafter together called "the Venville Claimants") were at the November part of the hearing represented by Mr N A Theyer, solicitor with Bond Pearce & Co, Solicitors of Plymouth and at the December part of the hearing by Lady Sayer; (7) MR T M Digby of the Merrivale Bridge Hotel as successor in title (in part) of Mr S Bickell who was the applicant for Rights Section registration at Entry No. 3 was also represented by Mr P W Harker; (8) Mr Norman Kenneth Skelley who was the applicant for the Rights Section registrations at Entry Nos. 44 and 49 was also represented by Mr P W Harker; (9) Mr Cyril Walker Abel of Higher Godsworthy as successor of George Abel and Sons on whose application the registration at Entry No. 90 was made, attended in person; (10) Mr George Edwin William Cole who was one of the applicants for the Rights Section registration at Entry No. 98 and his son Mr Peter Albert George Cole were represented by the said Mr E F Palmer; (11) Mr John Nicholas Colton who was one of the applicants for the Rights Section registration at Entry No. 101 (Peek Hill Farm) and his sons Mr Graham Colton and Mr David Colton were also represented by the said Mr E F Palmer, they being also concerned as tenants of the farmland (not the farmhouse and paddock) of Burham Farm to which the Rights Section registration at Entry No. 109 (for which one of the applicants was Mr William John Hillson) relates and also interested in the farmlands (not the farmhouse and paddock) of Horseyeate Farm being the land to which the Rights Section registration at Entry No. 102 (since replaced by Nos. 135 and 136) is attached; (12) Mr Arthur Basil Thomas Palmer of Whithill Farm who was one of the applicants for the Rights Section registration at Entry No. 103 and as being now concerned with Horseyeate Farm after Lionel Arthur Palmer (now deceased) who is one of the applicants for the registration at Entry No. 102 (replaced by Nos. 135 and 136) and also concerned with the registration at Entry No. 113, was also represented by the said Mr E F Palmer (no relation); (13) Mr George Thomas James Medland who was the applicant for the Rights Section registration at Entry No. 117 was also represented by Mr P W Harker; (14) Mr Harold Charles Skelley who was the applicant for the Rights Section registration at Entry Nos. 120 and 121 was also represented by Mr P W Harker; and (14) Mr Ivor Phillips of 27 Merrivale View Road, Dousland, Yelverton who intended that a right on his application should be registered in the Rights Section but owing to some mistake such registration had not been made, attended in person.

The land ("the Unit Land") is a tract about 6 miles long from north to south; Princetown adjoins it near the middle of its eastnortheast boundary, so the Unit Land in effect extends from Princetown to the northwest, the west, the southwest and the south for about 2 or 3 miles. In the Ownership Section (Entry No. 2) the Plymouth Corporation are finally registered as owners of a comparatively very small piece ("the Reservoir Part") on or near the B3357 road about ¼ of a mile west of Rendleston; and (Entry No. 4) BBC (sic) are finally registered as the owners of another comparatively very small piece near North Hessary Tor. In such Section (Entry No. 1) Roborough Estate Trustees are registered (not finally) as owners of all the Unit Land (except the Reservoir Part and except the BBC Part and the Newtake Part hereinafter mentioned) which lies to the northwest of an irregular line starting from a point on the boundary of the Unit Land about 300 yards south of the Yelverton-Princetown road (B3212), and running northeastwards through Leeden Tor to North Hessary Tor, that is they claim ownership of about 3/5ths ("the Roborough Part").

of the Unit Land. In such Section (Entry No. 3) the Plymouth Corporation are registered (not finally) of all (except as aforesaid) which lies southeast of the said irregular line, that is of about 2/5ths ("the WA Part") of the Unit Land. The Roborough Part includes the Cryptor Part and the Swelltor Part in the First Schedule hereto defined. In the Rights Section there are 125 subsisting registrations (counting as one a registration as originally made and any registrations which now replace it), none of which is final.

Course of proceedings

First (12 November) Mr Etherton handed in a letter (R/101) written on behalf of the Roborough Estate Trustees saying (in effect): (a) they withdraw their Objections Nos. 345 and 347 (the Swelltor and the rest of the Roborough Part not common land) it being accepted that these parts were registrable as common land; (b) they maintained Objection No. 338 (the Cryptor Part); (c) they wished "to leave Objections Nos. 344, 356, 1022 and 1023 (no rights over the Swelltor and the Main Roborough Part) on the Registrar", but did not propose to offer any evidence in support; and (d) they maintained Objections Nos. 346 and 1021 (no rights over the Cryptor Part). I also had a letter dated 4 October 1982 by which the Roborough Estate Trustees wished to withdraw all straying rights over the WA Part.

Next (12 November) in support of Objections Nos. 338, 346 and 1021, oral evidence was given by Mr J A S Macfarlane who was in 1939 assistant Agent and from 1946 until his retirement in 1979 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 which he produced the documents specified in Part I of the Third Schedule hereto. He said (in effect):- The Maristow Estate owned the Cryptor Part. Its south boundary is the line of the former railway to Princetown. In 1939 when he first knew it, the railway company was still running trains, and there were two fences on either side of the track, and there was a halt called "Ingram Tor Halt" at its southwest corner. From the halt running northwards the Cryptor Part has a very definite boundary, being a granite stone wall which (in 1939) appeared to have been there for about 30 years; where the track leading to Cryptor Farm crosses the Cryptor Part there was a farm gate which had to be opened to get into it. The letting of Cryptor Farm includes the Cryptor Part because it is an integral part of the Farm. Now there is only one fence on the railway line side of the boundary of the Cryptor Part, and this is on the line of the railway fence on the north side of where the rails used to be. In 1958 the Estate bought the railway land and this is now open to the rest of the Unit Land, and should he thought remain registered.

Owing to other business, I had on 12 November no more time to consider the Unit Land, so after hearing the evidence above summarised of Mr Macfarlane, the hearing was adjourned.

On 7 December I continued the hearing, then having: (i) a letter dated 15 November written on behalf of Sir Guy and Lady Sayer, Admiral Sir James Eberle and Mrs E N Smallwood (Rights Section Entry Nos. 10, 11 and 75) saying (in effect) that they: (a) accepted Objection No. 338 (the Cryptor Part), (b) did not accept Objection Nos. 345 and 347 (Swelltor and Roborough Parts), and (c) maintained the registrations at Entry Nos. 10, 11 and 75 over the whole of the Unit Land except the Cryptor Part; and (ii) a letter dated 3 December written on behalf of the Roborough Estate Trustees saying that they did not propose to appear further at the hearing.

At the beginning of the adjourned hearing (7 December):- Mr Harker said that none of his clients claimed any right over the WA Part. Mrs Canning said that the Ownership Section conflict had been settled by it having been agreed that I be asked to confirm Entry No. 1 (Roborough Estate Trustees) without any modification and that I should confirm Entry No. 3 (Plymouth Corporation) with the modification that there be excluded from the registration any land in the registration at Entry No. 1; with some minor exceptions the case of the Water Authority was the same as that put forward on their behalf at a hearing held by me in May, July and November 1982 relating to Register Unit No. CL188, being land adjoining the Unit Land and in the Register described as Ditsworthy Warren, Legistor Warren, Ringmoor Down and Yellowmead Down (my decision about CL188 was not made by me until 30 June 1983 and so was not available to anyone of this CL192 Unit Land hearing). Mr E F Palmer said (in effect): there was no Walkhampton Commoners Association as such, he represented some of the commoners as above stated, for himself and them, all registrations of a right "to stray" were withdrawn; as to Entry No. 102 (replaced by Nos. 135 and 136) Mr Lionel Arthur Palmer is now deceased and Mr Ralph Palmer has retired, and Horseyeate Farm less the farmhouse and paddock sold off separately by the Roborough Estate Trustees, has been let with Peek Hill (Entry No. 101) to the said Messrs Colton; and as to Entry No. 109, Burham Farm less the farmhouse and paddock also sold off, is now also let to Messrs Colton; other lands owned by the Roborough Estate Trustees to which registered rights are attached, have been split up, and farms are being amalgamated. Lady Sayer pointed out that none of those represented by Mr E F Palmer had about this Register Unit themselves made any Objections (Mr E F Palmer had himself made Objection No. 1092). All at the hearing either agreed or said nothing against my giving full effect to Objections Nos. 338, 345 and 357 (the Cryptor Part not common land). As to Objection No. 435 (the Newtake Part), Mr Harker said that on behalf of Mr & Mrs Alford he would support this Objection; Lady Sayer said that the Newtake is not properly registered; and Mr E F Palmer for himself and those he represented conceded this.

It was pointed out that the lands to which registered rights were attached were in some cases owned by the Roborough Estate Trustees who also owned the Roborough Part. After a brief discussion as to whether a tenant could have a right of common over land owned by his landlord, being of the opinion (as explained later in this decision) that a quasi right of common was properly registrable, and nobody at the hearing saying they wished to object to a registration merely because the land to which the right was attached is owned by the Roborough Estate Trustees, I said that I would proceed with the hearing accordingly with the necessary consequence that I should be assuming that as regards the Roborough Part the Land Section registration was properly made.

Next (7 December) Mrs Ellen Mary Alford in support of Objection No. 435 (the Newtake Part was not common land) and in support of the registrations at Entry Nos. 31 and 51 (all by Messrs J H E and R G Reddicliffe) gave oral evidence in the course of which she produced the documents (EMA/1 to 7) specified in Part II of the Third Schedule hereto. She said (in effect):- Mr R G Reddicliffe (he died 1975) was her father; she was born in 1950; Mr J H E Reddicliffe was his brother (her uncle) but was unable (age) to give evidence. She had lived at Moortown Farm all her life. After her father's death she and her husband ran the farm. The farm had always had mixed moorland stock; when she first remembered they were Highland a few, South Devon more and Galloways more still, but now Highland had been gradually replaced by Galloways so now no Highland but Galloways and South Devon. From her

earliest years she had ridden on the Moor; from the age of 5 on a pony with her father and later at weekends and holidays; she and her father went to see stock on the Moor, meaning Walkhampton and Whitchurch Commons (the Unit Land and CL85). Moortown Farm is in the parish of Whitchurch and the Newtake is in the parish of Walkhampton. They (her father and she) rode over Whitchurch and Peter Tavy Commons (CL85 and CL194), the Newtake and Walkhampton Common. They kept ponies on Walkhampton and Whitchurch Commons. She was aged 8 when she took part in her first pony drift organised by Mr L and Mr R Palmer who farmed Horseyeatt Farm; being the Walkhampton drift over the southern part of the the Unit Land. Over the Unit Land there were two other pony drifts, the Merrivale drift and the Moortown (or Whitchurch) drift. In her father's day they had about 20 ponies; he ceased to run Moortown Farm in the year (1975) he died; then her husband and she ran it; they continued her father's grazing practice. They had Scotch-black-faced, Exmoor and Closewool sheep as long as she could remember - "for generations". As long as she could remember they had had cattle, sheep and ponies on Walkhampton Common; meaning on the part of the Unit Land as far south as the Princetown-Yelverton Road (B3212) (very few ponies crossed this road) and on the north and south of the Tavistock-Princetown Road (B3357). For the Merrivale drift, north of the old railway was used as the boundary and it included Great Miss Tor; "we" (meaning she and her husband) organised the Merrivale drift in succession to her father; the ponies included those of Mr Colin Northmore or Mr A Palmer and Mr C W Abel (the main ones); the animals were driven down to the Dartmoor Inn at Merrivale and sorted out on land owned by Mr Digby. She remembered the Newtake purchase (1958 EMA/5); before the purchase they used to have stock there on a headage basis for the grass keep it was only a question of a few weeks a year to put the cows to the bull and to keep them in an enclosed space; since their purchase the use of the Newtake had been virtually the same (cows to the bull); in the winter on the Newtake they had had sheep (hogs and ewes). In the summer sheep were leared on Walkhampton and Whitchurch Commons the lear of the cattle was on Walkhampton. When they purchased the Newtake it was always known "to have common rights", as stated in the sale particulars (EMA/7). As to the registration of the rights attached to Moortown being only "to stray" she knew that her father arranged for the registration with Mr Tom Brown (now deceased) of Ward & Chowen who were secretary of the Dartmoor Commoners' Association and did the registrations for anybody. She thought it should be "grazing" not "straying". She thought the numbers were to comply with the NFU scales: one cattle or pony or sheep per acre of grazing land, Newtake was 309 acres and Moortown had 145 acres; although the Newtake was "Grade 4 land" there was a farmstead there at one time. She had always agreed that they had no rights over the WA land. Their grazing on Walkhampton had been disputed by Mrs Hood and in 1980 and in about March 1980 by Mr Peter Cole.

Next (7 December) Mr William Henry Bellamy who had until 1973 lived all his life (born 1900) in Peter Tavy in course of his oral evidence said (in effect):- The first farm he remembered was Wedlake in Peter Tavy; in 1912 they moved to Higher Churchtown, Peter Tavy; in 1918 he went to Coxtor also in Peter Tavy; on his marriage in 1926 he went back to Higher Churchtown, Peter Tavy and stayed there until his retirement in 1973. All his life he had been involved in farming, when he first started to run a farm himself in 1926. They had always stocked Peter Tavy Common and stock there "only had to go down to Merrivale Bridge and they were on Walkhampton Common". He remembered as a boy knowing Mr John Daniel Reddicliffe of Moortown; he remembered he and his father both having stock on Walkhampton Common; Galloway bullocks and a few Highlands; a lot ran out on the Forest and a lot on Walkhampton Common and in

winter they would come back to Walkhampton Common just above Merrivale. He co-operated with Mr Reddicliffe, he and they had hundreds of cattle on the Moor some of his were on Whitchurch Common. He remembered in 1927 there was a blizzard; some of his bullocks were just above Merrivale Bridge where there is a little Tor called Over Tor 200 yards on the left hand side of the Tavistock-Princetown Road. Mr Reddicliffe said that one of his (the witness's) bullocks had got into difficulties and had drowned. He had stocked the moor from Churchtown during the 1930's, the 1940's and 1950's nobody had objected to him grazing on Walkhampton. He thought Mr Reg Reddicliffe and Mr John Henry Reddicliffe followed their father's footsteps exactly as he had done. As to Merrivale Newtake as far as he could remember it had always been enclosed. Mr Ellicott farmed there taking over from Mr Lang who was the hind of Lord Merrivale. He had Exmoors and cross-breds. Reddicliffe sheep from Moortown went across Merrivale Bridge onto Walkhampton Common then up to the Forest, they were leared (the right word is Lair we say lear in ordinary talking").

Next (7 December), Mrs Grace Ellen Reddicliffe, who is the mother of Mrs E M Alford, in the course of her oral evidence said (in effect):- On her marriage in 1942 she commenced living at Moortown Farm and lived there until 1975; before 1942 she lived at Horrabridge about 3 miles away where she was born (1915); she had known Moortown Farm for about 8 or 9 years before she married. Moortown Farm was a stock farm, cattle ponies and sheep. Before they bought the Newtake, they had by arrangement with Mr Lang of Merrivale Farm put sheep on the Newtake, and from there they turned them out onto Walkhampton Common; the Newtake opened right onto the Common. She had the cheque stubs for the payments they made for grazing on the Newtake. After their purchase they used the Newtake just the same; also they used it for putting cattle to the bull, after which they were let out onto the Common. She never heard of anyone disputing their grazing. To the suggestion made by Mr E F Palmer that the Maristow Estates objected to the inclusion of "has common rights" in the 1958 Sale particulars, she said she did not know anything about such objection, but she agreed with him that after their purchase of the Newtake, they made it stock-proof with netting purchased from him.

Mr Harker pointed out Moortown Farm is in Whitchurch: a recognised paid up Venville parish so that the Farm has grazing rights on the Forest (CL164), as was conceded by the Duchy (at my hearing about the Forest in April, June and October 1982, the relevant CL164 Entry Nos. being 410 and 568, and as appears from my decision on such hearing dated 30 June 1983, so (additionally as I understood him to anything which might be deduced from actual use) he relied on the arguments in relation to Wotter Farm he put forward at the CL188 hearing (held by myself in May, July and November 1982 and about which my decision is also dated 30 June 1983).

Mr Harker on behalf of Mr N K Skelley (Unit Land Entry Nos. 44 and 49; Callisham Farm, Meavy and Woodtown Farm, Whitchurch) said he would adduce no evidence but would rely on the like Wotter Farm argument.

Next (8 December), Mr Law on behalf of the BBC produced the documents specified in Part III of the Schedule hereto. It appeared that the land hatched red on the plan attached to the BBC Objection No. 610 was an approximately rectangular area (size west 1,030 feet, south of 742 feet, north 555 feet) but having excepted out of it a semi-circular area centred on North Hessary Tor and that this Objection Land

did not on its east side coincide with the boundary of the Unit Land, there being in between a small semi-circular annular area. Mr Law said that the Objection was intended to go right up to the boundary of the Unit Land; nobody at the hearing saying anything to the contrary, under regulation 26 of the Commons Commissioner Regulations 1971, I granted leave to amend the Objection so as to include this annular area.

Mr Law said (in effect):- The Objection Area (as amended) includes an approximately square area ("the Blue Area", so edged on the map BBC/2) having sides of about 200 feet; this is the only part of the Objection Area now fenced; on it are the radio mast and the buildings housing the electrical apparatus. The Blue Area is that to which the 1954 order (BBC/3) refers. Outside the Blue Area there are the stay wires the lower ends of which are anchored in the Objection Area; these anchors are not fenced; apart from these anchors, the Objection Area (apart from the Blue Area) appears much the same as the adjoining parts of the Unit Land. The BBC has no present intention of fencing the part of the Objection Area which contains these anchors.

Mr Law on behalf of the BBC said that he did not wish to participate in the controversial matters which might be raised by the Water Authority and others about the Unit Land but was content that the Objection Area as amended should under my decision end up in the same way as its immediate surroundings; for example it should not, so he contended, end up as the only registered land anywhere near it.

Next (8 December) Mrs Alford gave further evidence in the course of which she produced the cheque stubs (EMA/8, 9, 10, 11) specified in Part II of the Second Schedule hereto. In answer to questions by Mr Palmer he agreed Mr Ellicott had other land at Merrivale in addition to the Newtake, some fields which he farmed himself and that he let the keep on the Newtake and that as to the payments being "all very odd" she explained they were on a headage basis.

Next (8 December) Mr Harker on behalf of Mr H C Skelley said that he would only be supporting the registration at Entry No. 120 of rights attached to Manor Farm Dousland and would not support the registration at Entry No. 121 of rights attached to Town Farm, Walkhampton. He asked me to treat the affidavit of Mr G H Partridge (HCS/1) as evidence by him. Mr Partridge who is now aged 83 years, said (in effect):- From about 1932 he lived at Hillcrest, Walkhampton and from local stories about the Manor, the information from the Hillson family and from service on the Walkhampton Parish Council between 1932 and 1942 he can say it was general knowledge that almost all the farms in the parish belonged to the Roborough Estate but that the two main farms which did not belong to the Estate being Manor Farm and another farm at Sampford Spiney owned by Mr Neal also both grazed the (Walkhampton) Common. He farmed at Manor Farm from 1942 until 1957 and during the whole of that time he grazed his stock at first being a few bullocks and a few sheep all over Walkhampton Common from that farm. From about 1950 onwards the numbers of bullocks and sheep that he grazed on Walkhampton from Manor Farm grew. Not long after the 1939-45 war there were arguments between the farmers and the Estate as to who was entitled to graze on Walkhampton and neighbouring commons. A meeting was called which he attended; during this meeting a list was read out of the farms which were excepted as having grazing rights on the various commons and Manor Farm was read out as having grazing rights on Walkhampton Common and adjoining land.

Mr Harold Charles Skelley who is now 59 years of age in the course of his oral evidence said (in effect):- He started farming at Manor Farm in 1951 first as tenant of Mr Partridge (whose daughter he married) and then as owner; it was a mixed farm, livestock (Galloways) and milking cows. He began with about 100 Galloways and put them out on Yennadon, Walkhampton, Knowle Downs. They went on these commons because he drove them there. Manor Farm is in Dousland and borders on Yennadon Down; the Farm has about 35 acres on the south side of B3212 road and about 25 acres on the north side. From Yennadon Down they went onto the Unit Land by way of Lowery Lane and then up across by Sharpistor and from there they could graze all over Walkhampton Common. He agreed that he had no rights over the WA Part of which he understood Mr Palmer to be the tenant. In addition to the said 60 acres he had other nearby land, about 20 acres south of the B3212 road which he bought from Mr J Toop. Another 10½ acres he bought in Walkhampton about 10 years ago from Miss Vanstone and another 16½ acres in Walkhampton he bought from Miss Brown. In addition he had Town Farm in Walkhampton of about 48 acres which he had rented for the last 26 years. As to some of the questions put to him by Mr Palmer about Mr Partridge's affidavit, he could provide no answer because he had not seen him for a good many years (he is now divorced from his daughter); when he bought Manor Farm from Mr Partridge he said he would have some rights on Walkhampton Common. When he (the witness) started to farm there he took there 100 Galloways which his father had at Wotter Farm, in Shaugh Prior. Mr Partridge's evidence had been obtained by the witness's son (Mr Partridge is his grandfather).

After the witness had concluded his evidence I recorded that copies of his deeds would be sent to London as soon as possible after the hearing.

Next Mr Harker on behalf of Mr G T J Medland (Entry No. 117) said that for him he made the same submission as that made by him as aforesaid CL188 hearing on behalf of Mr R E Skelley in relation to Wotter Farm. Shillaparks Merrivale is in Whitchurch which is an acknowledged Venville parish; I should (he submitted) modify the registration by substituting "graze" for "stray".

Next Mr Harker confirmed that none of those he represented in these proceedings made any claim of any rights over the WA land.

Next (8 December) Mr Ernest Frederick Palmer who was born in 1916 gave oral evidence in the course of which he produced the documents specified in Part V of the Third Schedule hereto. He said (in effect):- In 1928 he moved to Callisham Farm and in 1932 his brother and he started a flock of Scotch sheep on Walkhampton Common; they made the grazing arrangements with Messrs A Palmer & Sons of Horseyeatt Farm who were the tenants of the Plymouth Corporation of the land they had acquired under the 1922 Acts of Parliament (the WA Part). All his life he had understood that Walkhampton Common (the Unit Land) was owned one side by the Maristow Estates and the other side by the Plymouth Corporation (the Water Authority being their successors) and that the grazing of the Unit Land was arranged by them (each of their side); his view was supported by the statements in the Parish Council minutes to which he referred; they were against making any registration under a Commons Registration Act 1965 showing that they took the view that the Maristow Estate had complete control over the grazing of the Roborough Part. He explained how it had come about that he could graze the WA part himself.

Questioned by Mr Harker, Mr Palmer said (in effect): He agreed that some of the members of the Parish Council were tenants of the Roborough Estate but insisted that they were nevertheless truthful about the position. He did not accept the evidence of Mrs Alford, Mr Bellamy and Mrs Reddicliffe and contended that it should be rejected not on his own evidence but on the evidence of witnesses that would after him be called. He knew of the Newtake and understood that Mr Wells (I suppose as Director of Merrivale Farms Ltd) owned it (before Messrs Reddicliffe); he thought that at that time the Newtake walls were very poor and he had heard from his wife who lived at Merrivale Farm at the time quite a lot about stock getting in there. As to stock going from Whitchurch, (CL85) to Petertavy Common (the south part of CL194) and to Walkhampton Common, (the Unit Land), those entitled to graze on these Commons could also graze on the Forest (CL164, West Quarter) and to get there they had to cross the extreme northern end of the Unit Land; he accepted that such persons had a "crossing" there but contended that because they had a "crossing" they did not get a learable right.

Questioned by Lady Sayer, Mr Palmer gave answers which indicated that the questions between her and him in these proceedings were essentially the same as those which had been argued in the said CL188 proceedings.

Next (9 December) Mr Peter Albert George Cole of Yellowmeade Farm (between Princetown and Merrivale and completely surrounded by the Unit Land) in the course of his oral evidence said (in effect):- He is 40 years of age and had lived at the Farm all his life, his father George Edwin William Cole are tenants of the Maristow Estate. They kept sheep and cattle on the Moor in their area on both sides of the Princetown-Merrivale Road (B3357). Their grazing area extended to North Hessary, Kings Tor and Great Mis Tor. As to the allegation of Mr G H Partridge that from Manor Farmn from 1942-1957 he had grazed his stock "all over Walkhampton Common", he (the witness) did not "ever know the person"; during any round-up of stock he had never come across any belonging to him. He (the witness) knew Mr Ellicott of Merrivale Farm; he never put stock on Walkhampton Common. He knew Mr David Wells who followed Mr Ellicott; he never turned any stock on Walkhampton Common. There had never been any trouble between him and either Mr Wells or Mr Ellicott about grazing stock. During the last 3 years since Mr Peter Alford came in there had been trouble, because he had been feeding his stock (bringing hay, cake silage) on the part of the Unit Land towards Yellowmeade Farm; he had always regarded this part as his (the witness') lear; he had been very annoyed and put the matter through the Maristow Estate; because they are the actual landlords (he put all matters through them). Apart from Mr Peter Alford he had no trouble with others grazing on Whitchurch Common.

Questioned by Mr Harker, Mr Cole said:- He had been concerned with Walkhampton Common since the age of 15 years; about before that, his evidence was based on information given to him by his father. He knew Mr Bellamy (aged 82); as to his evidence he can only say that before Mr Peter Alford came they had no trouble. A few cattle have strayed onto the Unit Land; during the last three years cattle had actually been put onto the Unit Land (from Moortown) more or less in the area of Great Mis Tor and had been given winter feed, north of the Merrivale-Princetown Road. He had always regarded the Walkhampton Common as joint common land for the Maristow Estate.

Mr John Nicholas Colton of Peek Hill Farm, Dousland who is 60 years of age, in the course of his oral evidence said (in effect):- He had been at Peek Hill Farm from 1935-1946 and from 1966 until now; before 1936 he was at Holewell Farm in the Walkham Valley. He knew Mr Partridge very well when he moved to Dousland; he bought Hillcrest which was his mother's property; Mr Partridge's occupation was driving coaches in the summertime and also keeping pigs; he never stocked on Walkhampton Common, it was not his type of farming; when he bought Manor Farm he went into milk production; he never had an animal suitable to put on the Common. Walkhampton Common is in 2 separate parts, one owned by the Maristow Estate and one by the South West Water Authority as successors of Plymouth Corporation. The part he used was the lear which belonged to Peek Hill, that is the part at North Hessary where the radio mast is on the northwest side of the B3212). He could just remember Mr Ellicott of Merrivale and that he kept Devon cattle and he had heard of Mr David Wells but had no knowledge of what stock he kept. As to the grazing by Mr H C Skelley it is possible to get onto the WA Part from a road (Lowery Lane) by Lowery Farm, which used to be (there is only a barn there now); but there is no way there, it is so steep and rocky. From Lowery Lane there is a way to the Cramber Tor part of the Unit Land (WA Part). From the Manor Farm via Lowery Lane and Sharpistor to the Roborough Part, a crossing of the WA Part was necessary; not allowable because the WA Part is "a private common". The obvious way from Manor Farm to the Roborough Part (I suppose via Yennadon Down) is along the B3212 road (not along Lowery Lane). Until a few years ago, Manor Farm was a dairy farm.

Next (9 December), oral evidence was given by Mr Michael Green on behalf of the South West Water Authority, who referred to the submission (WA/3) and the conveyance (WA/17) specifies in Part VI of the Third Schedule hereto and to the evidence he had given on 11 November 1982 at my CL188 hearing (see page 22 of my CL188 decision dated 30 June 1983). He said (in effect):- The submission at page 8 should include CL192 (the Unit Land) as being part of the land transferred by John Slanning to the Lopes family in "17__",meaning 1798. The WA Part is in the conveyance (WA/17) described as "let to various tenants for various terms all of which will expire prior to the twenty fifth day of March 1923... (acres) 3355.846", and was thereby expressed to be conveyed free of rights of common.

Next (9 December) Mr I Phillips said that he had applied under the 1965 Act for the registration of right over a number of register units including CL37, Knowle Down. he said that his application which included the Unit Land (CL192) but unfortunately owing to a County Council mistake his application was not registered on the Unit Land register. He summarised the evidence he would be giving at the CL37 hearing (later held by me in January 1983). After Mr Phillips had finished his statement I said that in my opinion, (to which I still adhere) I have no jurisdiction in these proceedings or in any other proceedings that could come before me as a Commons Commissioner to direct the County Council as registration authority make an Entry now in Unit Land Register of any right which may have been included in any application he had made. There being nothing in any reference made to me in accordance with the Commons Commissioners Regulations 1971 relating to any registration on the application of Mr Phillips or on the application of anyone through whom he claims, I declined to hear Mr Phillips further; and in this decision I express no opinion as to whether the County Council did make any such mistake as he alleged, or if they did, the High Court or any other tribunal, or the County Council, or anyone else can do anything about it.

Next (9 December) Mr Cyril Walter Abel asked me to consider the registration at Entry No. 90, being a registration made on application of George Abel & Sons of a right attached to Higher Godsworthy Farm (including Wheatlands) in Peter Tavy and Shillaparks in Whitchurch; of which they were tenants, being the right expressed to be "to stray 70 cows and followers, 485 ewes and followers, 25 ponies" from CL56, Cl84, CL86, CL164(W), CL194 and part of CL85 in Sampford Spiney. He asked that this registration should be modified so as to substitute a right to "graze" on part of the Unit Land for the right above quoted. Mr P W Harker on behalf of Mr T M Digby as successor and title of Mr Sidney Bicknell said that he wished to support the Rights Section registration at Entry No. 3 of rights attached to Merrivale Farm, in Whitchurch. After some discussion in the course of which it appeared that Mr Digby was not available to give evidence and that Mr Palmer had not prepared himself to meet a claim such as Mr Abel putting forward, it was agreed between the three of them that I should adjourn the consideration of the registrations at Entry Nos. 3 and 90 to a day and place to be fixed by a Commons Commissioner. It was I think implicit from what had already been said at the hearing that such adjournment would not affect anything in this decision as to the removal from the Register of any land now described in the Land Section as being registered.

Next Mr C W Abel gave oral evidence in support of the claims of Mr and Mrs Alford (I having on the application of Mr Harker given leave); he said (in effect):- He was born in 1933 and was on his mother's side related to Mrs Alford, one of their (great ?) grandparents being the same. He lived at Higher Godsworthy in Peter Tavy, and knew the part of the Unit Land north of the old railway land. He like others from Peter Tavy, had stock on Walkhampton Common. Mr Wells who went to Merrivale for a couple of years ran stock from Whitchurch Common to Great Mis Tor. Mr Walter Hanley Reddicliffe who used to farm Higher Godsworthy was the brother of Mr John Daniel Reddicliffe; he (the witness) used to go on the Moor with Mr J D Reddicliffe (he died 1954) and for several years with his son, on the Forest, Peter Tavy Common, Walkhampton Common and Whitchurch Common; they had Galloways cattle, black-face sheep and through the summer put out Devon cattle; their lear for the South Devon cattle was between Great Mis Tor and Greena Ball. He had seen some of their cattle as well as ponies outside the Newtake coming down to the road. On that part of the Unit Land there was none from Walkhampton who grazed; and the only person from Walkhampton who could have objected would be someone who had a flock of sheep across the road (B3357), and he saw no such sheep going so far north. After being questioned by Mr Palmer and Mr Harker, Mr Abel said that he did not wish to claim under Entry No. 90 a right to graze 70 cows, 485 ewes and 25 ponies on the north part of the Unit Land; his concern was that the few stock of his which ran over the north part of the Unit Land (by Great Mis Tor) would not be disturbed.

Next Mr Robin Richard Palmer who is 25 years of age and who farms in Sheepstor (Yellowmeade Farm) in partnership with his father Mr E F Palmer gave evidence about the stock of Mr H C Skelley not being on the WA part.

Next (9 December) Mr Harker made submissions in support of the claims made by those he represented.

Next (10 December), Mr David Powell of Holne Court, Holne who is and has been since 1962 holding his farm as tenant of Commander and Mrs Smallwood, gave oral evidence saying (in effect):- He is exercising common grazing and Venville rights on Dartmoor. He farmed 100 suckler cows and 300 ewes. The registration made in 1968 on the application of Mrs Smallwood was made on the advice of Mr D M Scott (since deceased) that from a legal point of view they should register on the Forest and the Commons of Devon. He (the witness) did Mrs Smallwood's registration in her name; he filled up the form and she signed it or at least it had her approval; the registration applied to Walkhampton Common. His cattle are leared (in Yorkshire and other places they call it hefting) on the part of the Duchy land between Aune Head (which is the head of the Avon) and Ter Hill and down the Swincombe Valley to Childe's Tomb; that is where they spend the summer. He got them off the Moor early in November and December; they do not winter on the Moor at all; they go up at the end of May and gradually drift back and spend the winter on inby land; they drift back to Holne Moor within a short distance and very close to the cattle grid which is on the road by the Reservoir (about a mile to the southeast). He had no land adjacent to the Moor and had to drive his cattle up to it; his farm buildings are in the middle of Holne; Admiral Eberle's farm is just north of his farm and he has no land adjoining Holne Moor. He (the witness) had had troublewith maiden heifers going on the wrong side of either the River Erme or the River Avon; he had a note in his diary that on 22 November 1963 he found 2 yearlings of Mr Northmore from Peek Hill by the Holne Moor cattle grid and on 17 February 1966 he had found a heifer of Mr Northmore's No. V643-304 which he (the witness) had collected. This shows he thought that animals do stray from various lands all over Dartmoor. There was one other incident: in the early days of his farming he lost 13 heifers; they had been impounded at Brent; the Plympton police advised that if he wanted them back he would have pay to get them and being rather green he did this. This was one of the reasons he afterwards bought Scotch sheep. He wanted to emphasise three points about people who had rights on the Moor which they had registered; the allegation that the Moor would be flooded by animals was ill-founded, there were three considerations: (1) on Holne Moor they are controlled by stints of 2 cows and 8 sheep for every 3 acres of inby land therefore he could not put out more than a certain amount on the Moor anyway; (2) no provident farmer would want to stock the Moor far away from his own homestead; (3) there is no great advantage from early grazing on any part of the Moor; people make the allegation that there is more grass say at Widdecombe but he did not think that the grass varieties are early on one part rather than another. For generations there have been lears. Allegations that people have rights all over the Moor have influenced various Commoners Associations to control the grazing by allowing only members who have property and rights in the actual parish they actually live in.

In answer to questions by Mrs Canning, Mr Powell explained that his cattle go on to the Forest and on Holne Moor but his sheep are leared on Holne Moor. He thought they had a right to go on all the surrounding commons. His rules came from his own Association (Holne); he thought there were tricky problems as he had heard in one case a farmer sold his land retaining the rights. He understood the numbers were based on an original statement (I have no note or recollection of his saying where this was) giving the entitlement 2 cattle and/or 2 ponies and/or 8 sheep (meaning for every 3 acres of inby land).

In answer to questions by Mr E F Palmer, Mr Powell said that:- He had no sheep out this year because of sheep scab on Dartmoor, but when they were there they stay on Holne Moor. In 20 years of having sheep they had never been anywhere other than Holne Moor; they are Scottish sheep based from Devon Closewool but crossed since. He agreed that the Brent incident (when he being green paid) was most unusual; they may have been illegally taken off the Moor; and he did not now farm maiden heifers on the Moor. If his animals strayed he did not want to have to pay anybody. Mr D M Scott's farm is now in 4 or 5 different ownerships and the Homestead is owned by Admiral Ebele.

Next Lady Sayer produced the documents specified in Part VII of the Third Schedule hereto. In her statement she stressed that Walkhampton Common had long been identified as one of the Commons of Devon, and mentioned the 1291 Charter (Moore pages 105-107), the 1478 proceedings (Moore pages 164-166), and the prosecution in 1567 of Sir Nicholas Slanning about 10,000 acres in which the Jury found for the Queen. She also said that none of the authorities and historians who recognise Walkhampton's commons status and its Venville rights made any differentiation between parts still owned by the Maristow Estate and the part now owned by the Water Authority; she submitted that it was totally irrational for any claim to be made that one part is common and one part private and because Maristow sold part to Plymouth Corporation in 1917 the area suddenly lost its commons status. She made a number of criticisms of the presentation of the matter by Mr Palmer and appended to her statement the considered comments dated November 1982 of Mr J Somers Cocks on the statement made by Mrs Wilkinson at the CL188 hearing (WA/4).

Next Mrs Canning made submissions, and mr Palmer said that the 10,000 acres above mentioned were referred to by the Rev. S Rowe in perambulation of Dartmoor (1848) page 279 item 7.

The day after the hearing, in the morning in the presence of Mr H C Skelley and Mr E F Palmer I inspected the land around Manor Farm and the place in Lowery Lane from which Mr Skelley alleged his cattle had been put on the Roborough Part by Sharpistor; and in the afternoon in the presence of Mrs Alford Mr C W Abel and (part of the time) Mr E F Palmer I inspected the Merrivale Newtake and the Unit Land from the way up to and the top of Great Mis Tor, and Whitchurch Common from the road.

The foregoing description of the Course of the Proceedings is not intended to summarise all the evidence which was given or all the submissions which were made to me. Rather the description is intended to indicate the many matters in dispute and as an introduction to my decisions about them as hereinafter set out.

The Cryptor Part

Nobody at the hearing contended that this Part should remain registered; there was no evidence contradicting that given by Mr Macfarlane as above summarised, and I have no reason for not giving full effect to it. My decision is therefore that

this Part should not have been included in the Land Section. The plan enclosed with the Cryptor Objection No. 338 does not clearly indicate whether the part of the Unit Land to which Objection is being made does or does not include the site of the railway. In accordance with the suggestion made as above recorded by Mr Macfarlane I shall clarify this by treating the site as not included in the Objection.

Moortown Farm and Merrivale Newtake

First as to whether the Newtake was properly included in the Land Section registration.

It contains (as described in the 1958 and 1973 conveyances, EMA/5 and EMA/4) 319.181 acres. By the 1914 conveyance, it being therein described as containing 319 a. 0 r. 21 p. was conveyed with the Merrivale Fields adjoining and southwest of the Newtake, south of the River Walkham, east of Merrivale Bridge and north of the B3357 road and therein described as containing 7 a. 0 r. 15 p. From 1914 until the 1954 conveyance the Merrivale Fields and Merrivale Newtake were conveyed together.

The name Newtake implies an enclosure; within living memory the Newtake has always been enclosed although the fence (stone wall) may not have always been stock-proof. It now appears to be a distinct piece of land. It was expressed to be conveyed by a form of words appropriate to land not subject to rights of common. I accept the evidence of Mrs Reddicliffe that it was grazed on an exclusive basis by Messrs Reddicliffe at first with the permission of Mr Ellacott and then Mr Wells, and after 1954 by them as owners.

Upon the above considerations, nobody at the hearing suggesting otherwise my decision isthat the Newtake Objection No. 435 wholly succeeds and that the Newtake Part accordingly should be removed from the Land Section.

Secondly as to whether there is a right of common attached to Moortown Farm as registered at Entry No. 31 "to stray 100 cattle, 30 ponies, 435 sheep on the whole of the land comprised in this register unit from CL56 (Shortdown), CL88 (?), CL85 (Whitchurch), CL86 (Whitchurch Down), and CL164 (W), (Forest West Quarter)."

For the reasons set out in my said CL164 decision of 30 June 1983 under the heading "straying", I consider that a right expressed as "to stray" is not properly registrable. So I have to consider whether the evidence, conflicting as much of it is, (a) justifies a modification of registration (as was suggested by Mr Harker) so it reads "to graze 100 cattle, 30 ponies, 435 sheep on the whole of the land comprised in this register unit", and (b) justifies a registration so modified. For the purposes of exposition, I begin by considering (b).

Moortown Farm contains (as described in the 1921 conveyance EMA/3) 144.950 acres. The farm buildings are a short distance north of a right angled bend in a side road between Whitchurch on the west and Sampford Spiney on the south. At this right angled bend there is easy access to Whitchurch Common (CL85); from such access this Common

stretches for about 2 miles northeast and about one mile southeast. For about ½ mile of the west boundary of Whitchurch Common is the east boundary of Moortown Farm. The B3357 road crosses Whitchurch Common (CL85) on its way from Tavistock to Moreton Hampstead leaving such common about ¼ mile west of Merrivale Bridge (across the River Walkham). A short distance to the east side of such bridge there is easy access from the B3357 road to the Unit Land. The shortest and most convenient way the animals can go from Moortown Farm to the Unit Land is across Whitchurch Common and then along the road (about ¼ mile) either side of Merrivale Bridge when they will find themselves (if they leave the road either on its north or south side) on the Unit Land worth grazing. The first geographical consideration in this case is that apart from the access next mentioned below there is no other convenient access to the Unit Land from Moortown Farm.

The second geographical consideration, being that mentioned by Mr Palmer as above recorded is the somewhat confusing situation of the part ("The Great Mis Tor Part") of the Unit Land in the neighbourhood of Great Mis Tor, being the south, west and north slopes of the Tor stretching down to the River Walkham and extending northwards to Greena Ball. The Great Mis Tor Part is for registration purposes and according to local usage treated as part of Walkhampton Common (the Unit Land) because (so I suppose) it is in the parish of Walkhampton; during my inspection it seemed that the River was a convenient parish boundary where it flows south of the Tor and there could be no good reason for not equating the boundary and the River where it flows down from the north. Neverthless as was clear enough on my inspection, as regards grazing the Great Mis Tor Part is an anomalous projection of the Unit Land in between the Forest (CL164) on the east and Peter Tavy Common (CL194) on the west, and beyond such last mentioned Common close to it, Whitchurch Common (CL85) on the southwest. A person having the right to graze on Peter Tavy Common (particularly that part of it south of Wedlake and also to graze the Forest (CL164)) would find it convenient for animals to cross the Great Mis Tor Part and get from one to the other; similarly those having a right to graze on Whitchurch Common and the Forest would find it convenient for animals to cross Peter Tavy Common and the Great Mis Tor Part to get from one to the other. There is much rock on the Great Mis Tor Part and the grazing there is not so good as that on the surrounding land; but there is some grass which would be worth grazing.

In my said CL188 decision dated 30 June 1983 I rejected the Wotter Farm argument in its application to Wotter Farm. For the like reasons, to some extent amplified below under the heading "Venville", I reject like argument put forward by Mr Harker in relation to Moortown Farm. So there being no evidence of any actual grant, a right attached to Moortown Farm if it exists at all must be established by prescription at common law or under the Prescription Act 1832 or by a presumed modern grant, as particularised in Tehidy v Norman 1971 2QB 528 at page 543; that is, by evidence of grazing as of right in accordance with the right claimed.

The relevant period for which there must be as of right grazing under the Prescription Act 1832 is 30 years from the date of objection, see section 16 of the Commons Registration Act 1965 being in respect of Objection Nos. 1023 and 1092, 30 years before 10 September 1970 ~~and~~ before 31 July 1972. In my opinion the 20 years for a presumed grant mentioned in Tehidy v Norman should be taken back from the same date either by analogy or because in the circumstances of this case during the currency of an objection there could not be any grazing as of right prejudicial to an Objector.

I shall in favour of Messrs Alford assume a right attached to Moretown Farm to graze Whitchurch Common (CL85) would be established by prescription at common law. On the first geographical consideration alone the existence from time immemorial of a similar right to graze the Unit Land is not likely. Also on the first geographical consideration and from what I saw on my inspection, it is likely that cattle and ponies lawfully on Whitchurch Common would often stray (meaning either by accident or regardless of the wishes of their owner) across Merrivale Bridge on to the Unit Land; and upon the second geographical consideration it is likely that animals whose owners were entitled to graze not only on the said Common but also on the Forest would when going from one to the other stray over the Great Mis Tor Part; and may be their owners for so going have a right of way ("a crossing" as Mr Palmer put it) over the Great Mis Tor part. But on geographical considerations I decline to infer that any such animals so straying onto the Unit Land and there grazing would for the benefit of their owner be grazing as of right within the special legal meaning of these words.

As I understood Mrs Alford, she and her husband were now and for some time had been from Moortown Farm grazing animals on the Unit Land; during my inspection she showed me the route they took. Mr Cole said that they had been feeding these animals on the Unit Land; Mrs Alford although not actually agreeing to such feeding, did not challenge it. I find currently and for the last 3 years at least Messrs Alford have from Moortown Farm been putting animals onto the Unit Land by driving them there or by feeding them there or in some other way encouraging them to go onto the Unit Land. The conflict in the evidence lies in this: Mr Cole said that this putting on of animals from Moortown Farm has only been during the last 3 years or so since Mr Alford came; when he said that there had never been any trouble before then I understood him to mean there had not been any trouble in that there was never any stock in sufficient number to be regarded as anything other than accidental (in effect not being there as of right). But in conflict with this Mrs Alford said that the grazing done by her and her husband was in continuation of that done by her father and uncle and before them by her grandfather. As to this conflict unavoidably I must choose between the various witnesses and express an opinion as to their reliability.

That the Unit Land belongs to Roborough Estate and was extensively grazed by their tenants was not disputed. Nevertheless I regard as irrelevant the information given to me by Mr E F Palmer that the Parish Council considered the Unit Land to be as it were a private common of the Estate. Rights by prescription or presumed grant may be established by actual use as of right; the views of the local inhabitants restricting the rights over the Unit Land to particular individuals or to particular farms cannot stop such use having legal effect. As to the actual grazing, Mr Palmer accepted that he had no relevant personal knowledge.

Mrs Alford is too young to be able to give reliable evidence of what happened before about 1960; as to this Mr Harker relied principally on that given by Mr Bellamy. He when giving evidence appeared to assume that the presence of animals on the Unit Land was enough by itself to establish a right in their owners to have them there. His interests were primarily those of a person having a farm in Peter Tavy which had rights over Peter Tavy Common (CL194); I accept his evidence that animals from Moortown Farm like those from farms in Peter Tavy were from time to time on the Unit Land; but he was careless as to the circumstances in which they were there and from what he said I conclude that they were there accidentally (straying) and not as of right; when towards the end of his evidence he said that those from Moortown Farm were leared there I think he was so saying carelessly because he understood that this was what he was by Mr Harker expected to say and without consideration as to how far ⟶ he could say if at all how the lears on the Unit Land were distributed; he seemed to assume because one of his animals in exceptional weather was found drowned on the Unit Land, this

some how established rights to animals from neighbouring commons to be there. It is possible that animals from Moortown Farm should be so leared; but Messrs J H E and R G Reddicliffe would have known that they had animals so leared, and I therefore need some explanation as to why in their application under the 1965 Act they made a distinction between Whitchurch Common by which they registered a right "to graze" and the Unit Land over which they registered a right of no more than "to stray". Messrs Reddicliffe should know better than Mr Bellamy that upon geographical considerations alone a right attached to Moortown Farm over the whole of the Unit Land (in common with others having like rights) is unlikely. As to Messrs Reddicliffe grazing the Unit Land in any relevant sense in the same way as it is now being grazed by Messrs Alford, I consider Mr Bellamy to be unreliable.

The evidence of Mr C W Abel was primarily directed to the Great Mis Tor Part, and I had the benefit of being shown by him this during my inspection. It is not impossible ~~but~~ is perhaps likely that from time to time Messrs Reddicliffe during summer months would put some of their Devon cattle onto the Great Mis Tor part for a short time to eat such grass as there was. Such grazing is in my view not enough to support, or to presume a grant of a right of grazing over the whole of the Unit Land; in relation to the rest of the Unit Land, grazing there could not be otherwise than "secret" within the relevant meaning of the word in connection with the words "as of right", and anyhow would be far too small to support such a large right as was on behalf of Messrs Alford at the hearing claimed. During my inspection Mrs Alford made no suggestion that she was interested in any right limited to such small and unproductive part of the Unit Land. So I am left with the evidence of Mrs Alford herself that she and her husband are now doing no more than following her father and uncle. Such statement conflicts with the evidence of Mr Cole. Mrs Alford in giving evidence seemed dominated by what she had learned when participating in drifts during which the animals of her father and uncle had been found over a large area including the Unit Land. That animals were so found in a drift does not establish that they were there as of right in any relevant sense; they may have been strays in the ordinary sense of the word. Her father and uncle in their application used this word. Giving the matter the best consideration I can, I prefer the evidence of Mr Cole, and find that what Mr and Mrs Alford have done in relation to the unit Land in the last few (say 3 to 5) years has been significantly and relevantly different from the grazing of Messrs Reddicliffe before Mr Alford came, and that the Reddicliffe grazing before then over the Unit Land was never as of right in any now relevant sense.

For the above reasons my decision is the registration at Entry No. 31 was not properly made.

Thirdly as to whether there are attached to the Merrivale Newtake rights of common as registered at Entry No. 51, turbary, take stones, cut bracken and rushes, graze 160 cattle, 40 ponies over the whole of the land comprised in this register unit. Such rights can only exist as rights of common appurtenant. The Newtake appears to be much the same as the adjoining parts of the Unit Land and of Peter Tavy Common; to be a sort of private common. Although with the Merrivale fields mentioned in the Third Schedule hereto the Newtake might be regarded as an agricultural unit to which a grazing or other right could sensibly be appurtenant, by itself its appearance is against there being any such right.

As a general rule when a person who has a right of common appurtenant acquires part of the servient tenement, he loses his right, see White v Taylor 1969 1 Ch 151; it follows I think that he does not on the acquisition acquire any right appurtenant to the ~~Newtake~~ part acquired over the remainder of the servient tenement. There may be exceptions

when the Newtake became in a way not now possible, copyhold of the same manor as the servient tenement. From this general rule and the appearance of the Merrivale Newtake, I conclude that the right claimed cannot have existed from time immemorial, and that accordingly acquisition of it by prescription at common law has been negatived. But further than this there is no presumption such as was in effect suggested by Mr Palmer against a right of common being appurtenant to a Newtake; after the acquisition of the newtake, a right attached to it may be acquired under the Prescription Act 1832 or by presumed grant in accordance with Tehidy v Norman supra.

As to use before 1958 when Messrs Reddicliffe became the owners, I find that the Newtake was grazed by Messrs Reddicliffe under the consent of the owner, by cattle during the bulling period and by sheep as an additional winter-feed. In my opinion any grazing on the Unit Land during one part of the year by animals owned by Messrs Reddicliffe which were during another part of the year put on the Newtake with the consent of the owners of the Newtake cannot properly be regarded as appurtenant to the Newtake. Even if any animals of Messrs Reddicliffe after they left the Newtake grazed on the surrounding part of the Unit Land, I decline to infer that they were so grazing as tenants or licensees of such owners. Once animals from Moortown Farm which were temporarily grazed on the Newtake had come off it their grazing had nothing to do with the Newtake. For most of the period after 1958 when Messrs Reddicliffe became the owners, grazing by them of the Newtake continued as before; there was no change from which I can infer that animals at one time on the Newtake were grazing as of right on the surrounding parts of the Unit Land in purported exercise of a right appurtenant to the Newtake. Even if there was any such grazing, the period after 1958 and before the date of the Objections is not long enough (less than 20 years) to establish a right of common appurtenant.

The circumstances of the animals grazing on the Newtake and the reason of the state of the fencing and stone walls had gone onto the adjoining parts of the Unit Land or where after they had been on the Newtake onto the Unit Land, does not I think establish that they were on the Unit Land being grazed as of right, because the obvious explanation of there being put on the Unit Land is that they were put there either for the purpose of going onto the Forest or for the purpose of going onto Whitchurch Common, whereby virtue of the rights attached to Moortown Farm they could properly be grazed. Parts of the Unit Land between Newtake and the Forest and Whitchurch are in relation to the rest too insignificant to support rights attached to the Newtake over the whole of the Unit Land.

There was no evidence in support of the claim to turbary, breaking stones, or cutting bracken and rushes and on appearance I cannot imagine how such a right could ever have been exercised appurtenant to the Newtake.

As to the inclusion of "common rights" in the 1958 particulars (EMA/7):-
Mr Palmer suggested that this inclusion was at the time subject to some protest, but this was neither admitted nor established. I doubt whether the inclusion is any evidence of the then existence of common rights, but even if it is some evidence, it is not conclusive. The conveyance made pursuant to the particulars contains no express grant of common rights; so although the Vendors may by implication have granted such rights of common as they had, they did not complete on the basis that they were then any such. In the absence of any evidence supporting the propriety of the inclusion in the particulars of the words "common rights", balancing such evidence in favour of their existence against the contrary evidence summarised, I reject the words as being enough to establish the propriety of the registration.

On the above considerations my decision is this registration too at Entry No. 51 was not properly made.

Manor Farm, Dousland
and Town Farm,
Walkhampton

Mr Harker as above recorded said he would not support registration at Entry No. 121, right attached to Town Farm, Walkhampton, and in the absence of any evidence in support, my decision is that the registration was not properly made.

As to Manor Farm, Dousland, the registration at Entry No. 12 is of a "right to graze 200 sheep, 15 ponies, 500 cattle over the whole of the land comprised in this register unit ..." So far as the registration relates to the WA Part, no evidence was offered in support, so my decision as regards such Part is that it was not properly made. As regards the remainder of the Unit Land being (in effect) the Roborough Part, the registration as I understood it, the case put forward by Mr Harker was supported on the ground that grazing as a right between 1942 and 1957 by Mr G H Partridge and from 1958 Mr H C Skelley.

As to the after 1958 period there was a conflict between the evidence of Mr J N Colton and Mr H C Skelley. Having inspected the place in Lowery Lane where Mr Skelley said he put animals onto the Roborough Part, and having considered the evidence at the hearing, I prefer that given by Mr Colton to that given by Mr Skelley. Although it may be that some of Mr Skelley's cattle have from time to time grazed on the Roborough Part I am not persuaded that they were ever there as of right within the special legal meaning of these words. If they went from Manor Farm via Yenandon Common Lowery Lane, and the Sharpistor area of the WA Part, they would have been unlikely to have been seen by those concerned with grazing on the Roborough Part; whatever Mr Skelley's intentions may have been, driving of cattle in this way would be secret within the meaning of that word as used in connection with the words "as of right"; there was no evidence that his grazing on the Roborough Part was known to others concerned with the grazing there. However considered, his grazing after 1958 and before the date of the relevant objections were not for a long enough period by itself to establish the rights he claimed.

Mr Skelley said nothing which I could reflect back as having happened from Manor Farm before he became the owner; so as regards the earlier period his registration is dependent on the reliability of the affidavit of Mr Partridge. As I understood Mr Colton his evidence was that knowing Mr Partridge well during the relevant period, the affidavit was in many important respects untrue. I indicated that if by reason of his age he was unable to attend the hearing I would consider arranging listening to a cross-examination of him wherever he might be. This offer was rejected by agreement between Mr Harker and Mr Palmer as above recorded. I did not understand such agreement as meaning that Mr Palmer accepted that the affidavit was true but rather that they were agreed that the age and circumstances of Mr Partridge were such that at a cross-examination such as I had proposed could serve no useful purpose. Accordingly I treat the affidavit as the statement by a man who has since it was made through no fault of his own become incapable of answering any questions about it. In these circumstances I must balance the affidavit evidence of Mr Partridge against the oral evidence of Mr Colton as best I can. Having seen Mr Colton I accept his evidence as reliable and conclude that for reasons which cannot now be explained but which probably have something to do with his age, the affidavit of Mr Partridge provides me with no good reason for not accepting Mr Colton's statement that Mr Partridge never grazed from the Manor Farm on the Unit Land as in his affidavit stated.

On the above considerations my decision is that this Manor Farm registration at Entry No. 120 was not properly made. In deciding against Mr Skelley, I was not influenced by his failure to send to the office of the Commons Commissioners his title deeds. Even if they had been for the reasons stated my decision would have been against him.

The Venville Claimants

Their registrations at Entry Nos. 10, 11 and 75 are essentially the same as those which were made on the application of Sir Guy and Lady Sayer, Mr Scott and Mrs Smallwood, which were considered by me in relation to Register Unit No. CL188 in May, July and November 1982 and about which evidence and arguments were produced and made by Mr N A Theyer solicitor with Bond Pearce & Co, Solicitors of Plymouth. At this Unit Land December 1982 hearing this evidence and these arguments were fresh in ~~of those~~ the minds (being nearly all them present) who had been at the CL188 hearing. But they all had the disadvantage that they did not know what my decision about the CL188 hearing would be because I did not sign it until 30 June 1983.

As I understood Lady Sayer she wished me at this Unit Land hearing to treat as being before me all the said evidence "particularly the documents listed in Part IV of the Second Schedule to my said CL188 decision) and arguments, but that additionally I should consider at this Unit Land hearing the above summarised evidence of Mr Powell and her statement (Sayer/21) mentioned in Part VII of the Third Schedule hereto.

On the evidence and arguments at the CL188 hearing, I rejected the claims in such proceedings made on behalf of the Venville Claimants, for the reasons set out in my CL188 decision; such rejection and my reasons for it and any reference in it to my CL164 decision be treated as repeated herein.

Mr Powell's evidence gives me no reason to modify and provides some support for my acceptance at pages 26 and 27 of my said CL188 decision of the submission made by Mrs Canning that grazing from Holne not only on the CL188 land but also on the Unit Land can properly be described as beyond reason and contrary to common sense; the part of Dartmoor described by Mr Powell as having been grazed by him are some distance from the Unit Land. Whether or not as the law then stood he was "green" to pay for his cattle at Brent is now of academic interest only, because the law has been changed by the Animals Act 1971. During my hearings of disputes about Register Units in Dartmoor, many witnesses have referred to what they and others do about strays, and I realise that difficult problems may arise and that many persons grazing on Dartmoor are worried about what is or might be done either lawfully of unlawfully to such of their animals as go where their owners do not wish, or where others do not wish, them to be. But I am not (except possibly incidently) concerned with such problems unless they relate to rights of common. In Jones v Robin (1847) 10 QB 581, the Queens Bench considered a replication that sheep from time immemorial "have gone, escaped and rambled and have been used and accustomed to go escape and ramble ...", and decided that there could not in law be a custom legalising any such rambling; their decision on appeal to the Exchequer Chamber (before 7 judges) was upheld; in the judgment there of Parke B, common per cause de vicinage is discussed; in my opinion the evidence of Mr Powell falls far short of establishing any such right of common or of establishing the other right of common from Holne Moor "on all the surrounding common" such as he indicated. In my view his evidence (although of some general interest) was irrelevant to the propriety or otherwise of the Unit Land registrations made by the Venville Claimants.

Lady Sayer's statement (Sayer/21) deals with so many different events and documents (many before the time of living memory), that it is impracticable for me to deal with all of them in this decision. I therefore confine myself to the following generalities. I am concerned whether the Rights Section registrations at Entry Nos. 10, 11 and 75 were properly made, that is whether the rights described were within the words of the 1965 Act and existed at the date of registration; I cannot find that they are proper merely from the circumstance that for many centuries persons have considered the Unit Land to be common land meaning (so I must suppose) it was subject to rights which were then commonly described as rights of common. Nor can I decide that these registrations were in order merely because I might by so doing make it easier for the County Council to establish a coherent and consistent commons management policy. In my opinion the statement adds nothing

significant to the evidence and arguments on behalf of the Venville Claimants at the CL188 hearing adduced and made by Mr Theyer. The statement contains observations which might be read as reflecting persons are named therein and who to Lady Sayer seemed to her to be opposed to her views. In my opinion these observations are without any foundation if they were intended to be so read, and should not therefore have been made.

For the above reasons my decision is like that made by me in respect of the CL188 land, that is to say the registrations at Entry Nos 10, 11 and 75 on the application of the Venville Claimants were not properly made as regards any part of the Unit Land and should be avoided.

My decision being against the Venville Claimants, it necessarily follows that my decision is against the contentions made as aforesaid by Mr Harker with reference to the contention he made in the CL188 proceedings about Wotter Farm.

After the hearing Lady Sayer sent me the documents listed in Part VI of the Third Schedule hereto and in her covering letter contended that they are evidence "which indisputably supports the existence and use of Venville rights on Walkhampton Common (CL192)".

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 a Commons Commissioner is required to sit in public and because I wought not to give a decision on evidence and arguments without giving those who might wish to oppose the decision an opportunity of making representations. So the substantial question is whether by reason of these further documents sent by Lady Sayer, I ought to give no effect to my decision as above recorded, and in lieu adjourn the hearing at least so far as it related to Entry Nos. 10, 11 and 75.

As to the 1867 deed of arrangement, even assuming (as is not clear from the 1910 letter) that it was expressed to be made without prejudice to Venville rights, it does not I think provide any evidence that there were then any such rights. Alternatively the words can sensibly be applied to rights which under my CL164 decision I have found to exist over the Forest (CL164) for the benefit of the persons who are also entitled to graze the Unit Land.

As to the legal contest in 1826 between the Duchy and Sir Masseh Lopes regarding the latter's impounding of cattle which he found on Walkhampton Common, I can find no evidence in support of Lady Sayer's statement that 'the Duchy won its case", if by this she means there was some adjudication by the High Court in the course of which the Court either expressly or impliedly decided that all persons who had rights of common on the Forest (CL164) reputedly known as "Venville rights" also had rights on Walkhampton Common. Even assuming that it may be inferred from the documents that M Lopes as regards this particular 1826 incident abandoned any claim he might have to distrain the animals concerned damage feasant and accordingly did not resist the replevin proceedings following his impounding it does not I think follow that he thereby acknowledged that the owners of the animals concerned had any rights of grazing on what he regarded as "his common". Accepting as I do that he could have no rights to distrain damage feasant on animals whose owners were entitled to put them on "his common", I do not accept as consequential the reverse proposition that

because he agreed or conceded or may be it was decided by the Court against him that his purported distress damage feasant and subsequent impounding was unlawful, it does not I think follow that he agreed conceded or had a decision against him that every animal which thereafter lawfully grazed on the Forest (CL164), whether or nor from land owned by the Duchy and/or of the Forest could lawfully also be grazed on what Sir M M Lopes then called his common. Further there are many circumstances in which an owner of an animal with no right of grazing can properly claim for some other reason its "impounding" was unlawful, see Halsbury Laws of England 3rd edition (1952) volume 1 at paragraph 1284 and the cases cited; I infer that then as now there was much straying of animals in Dartmoor and that this straying was owing to the absence of fencing unavoidable and generally accepted; a right to stray was not then (as it is not now) a right of common but there may well be circumstances in which a person apprehending a straying animal on his land could not in 1827 lawfully demand payment from the owner when he comes to claim it; whether such a payment can be demanded depends on considerations relating to cattle trespass, easements of fencing and other matters, see Halsbury ib.

Distress damage feasant has been abolished by section 7 of the Animals Act 1971, see Halsbury Laws of England 4th edition (1973) volume 2 paragraphs 435 and 436, but the substituted right of detention set up by such Acts is subject to similar qualifications showing that an owner of land who does not detain an animal on it does not necessarily admit that the animal was on his land in pursuance of a right of grazing.

Accordingly I decline to adjourn the hearing for the purpose of considering the documents sent to me by Lady Sayer and my decision about the registrations made by the Venville Claimants as set out above given on the evidence and arguments put before me at the hearing, stands without any alteration.

Other Rights Section registrations

As to the other registrations supported by Mr Harker on his above mentioned CL188 Wotter Argument, being those at Entry Nos. 44, 49 and 117 made on the application of Mr N K Skelley and Mr G T J Medland, I reject the argument for the reasons set out in my CL188 decision. There being no evidence and no other argument in support of such registration my decision is that they were not properly made.

The registrations at Entry Nos. 1, 2, 4 to 9 inclusive, 12 to 30 inclusive (including 141, 142 and 143 which replace 28), 33 to 43 inclusive (including 132 and 133 which replace 34), 46, 47, 48, 49A, 50, 50A. 71, 73, 74, 76 to 89 inclusive, 91 to 95 inclusive, 116, 122 and 124, are all of rights "to stray". For the reasons given under the heading "straying" in my CL164 decision, I conclude that these registrations were not properly made, at any rate unless they can be modified in some way by substituting for the word "stray" the word "graze". In the absence of any evidence justifying any substitution, and there having been Objections to the registrations which put the applicants on notice that they would be challenged, my decision is that none of these registrations were properly made.

As to the registrations at Entry Nos. 97 to 113 inclusive, all made on the application of the Roborough Estate Trustees (some with and some without their tenants) see below under the heading "Roborough Part".

As to the remaining registrations not hereinbefore particularly mentioned, being those at Entry Nos. 32, 52 to 70 inclusive, 96, 114, 115, 118, 119, 123 and 125, no evidence or argument was offered in support of them. The Objections to them put the applicants on notice that they would be challenged. This is I think reason enough for my concluding that they were not properly made. But additionally many of them were of rights attached to land remote from the Unit Land, suggesting that the considerations above discussed in relation to the registrations of the Venville Claimants would provide an additional reason for this conclusion. Mr E F Palmer offered no evidence or argument in support of No. 125 and his general evidence that the grazing of the Unit Land was controlled by the Roborough Estate Trustees suggests that any evidence in support of these registrations would at the hearing have been challenged. My decision is therefore that none of these registrations were properly made.

Roborough Part

As to whether this Part is subject to rights of common registered at Entry Nos. 97 to 113, there are conflicting considerations. In favour, I have the Owners' concession (R/101) that this Part is properly registrable in the Land Section, and is therefore within the definition of common land in section 22 of the 1965 Act, subsection (a) of which is "land subject to rights of common ...". But against I have that Mr Palmer (not the Owners) objected to these registrations and I have no evidence in support of them except the general observations made by Mr Palmer and others to the effect that the grazing on the Unit Land was under the control of the Maristow Estate. Against too the Roborough Part may be within subsection (b) of the section 22 definition being "waste land of a manor not subject to rights of common ... because it with the Manors of Bickleigh, Shaugh Prior, Abbots Rough and Knowle, was included in the conveyance of 12 October 1962 produced at the CL188 hearing (CL188:R/48A) and may be therefore waste land of one of such Manors. Against too the land to which these rights are attached is leased by the Roborough Estate Trustees who are also owners of the Unit Land; any rights there may be under a lease are not registrable, see the subsection (1) definition of "rights of common"; and as a general rule an owner of land cannot have a right of common over his own land.

However exceptionally quasi-rights of common are recognised, see Musgrave v Inclosure (1874) LR 9QB 162. In many circumstances, particularly when common land is grazed by the tenants of the owner of the common and also by tenants of other persons it is convenient to register such quasi-rights; see for example page 4 of my decision dated 13 October 1983, re Sourton Commons, Reference 209/D/322-323.

It may not be of much practical consequence either to the Roborough Estate Trustees or to their tenants whether or not the Unit Land and the said quasi rights of common over it are registered. Having regard to the recommendations made by the 1954 Royal Commission on Common Land and to the general expectation resulting from these recommendations that there will at some time in the future be legislation conferring rights on the public over land which is registered, I consider that I should accept the concession made by the Roborough Estate Trustees, perhaps influenced by the sort of considerations mentioned by Mr Macfarlane and recorded at page 21 of my said CL188 decision; accordingly my decision is that this Part was properly registered in the Land Section. I think Mr Palmer and the members of

the Parish Council and others thought that the Roborough Part could not be registered at all under the 1965 Act either because it was private or because the grazing was exclusively controlled by the Estate, overlooked quasi rights of common. I find (as being implicit that much of the evidence put before me that the Roborough Part is and has for many years been grazed in common (using these words in their ordinary sense) from the surrounding lands of the Estate; my decision is therefore that these registrations were properly made as being quasi rights of common. The said registrations are in the register expressed to be limited to the Roborough Part and each contains the words "together with straying rights onto the remainder of the land in this register unit". For the reasons before set out about "straying" these words are mistaken, and my decision is that they should be deleted, although I realize that such deletion may be of little practical consequence if as a result of other parts of this decision all such "remainder" is removed from the Register.

WA Part

The manorial considerations under the previous heading are not applicable to this Part, because it has ceased to be "connected" with any manor and could not therefore in the absence of any Rights Section registration properly be registered as common land, see re Box 1980 1Ch 109.

The Plymouth Corporation Objection No. 58 puts all the Rights Section registrations in question as regards this part. As regards many of these registrations, my decisions hereinbefore set out show them to be void against this Part; as regards others it was as hereinbefore recorded conceded that they were so void; as regards the remainder there was no evidence or argument in support of them. Generally the considerations set out under the heading "WA Objection Area" at pages 44 et seq of my said CL188 decision are applicable. My decision is therefore the same, that is to say the WA Part is free of any rights of common within the meaning of the 1965 Act and was therefore not properly registered in the Land Section.

If the Part is removed from the Register, any registration in the Ownership Section about it will have to be cancelled, see subsection (3) of Section 6 of the 1965 Act. Nevertheless I must formally give a decision on the reference arising out of the Ownership Section registrations at Entry Nos. 2 and 3 being in conflict.

As above recorded it was agreed by Mrs Canning that No. 3 could be modified by amending column 4 by excluding from the land therein described as hatched with red lines and lettered C, the part of the Unit Land, which is also hatched with red lines and lettered A on the Register map.

I have no note or recollection of it being either noticed or mentioned at the hearing that the Register map showed between the part hatched red and lettered A on it and the part hatched red and lettered B on it, there are two comparatively very narrow strips which are neither hatched in red nor lettered. I consider I can properly infer that the boundary on the Register map of the part thereon hatched red and lettered A truly represents the boundary for all purposes between the land owned by the Roborough Estate Trustees which in accordance with my decision will remain registered and be subject to some rights of common and the land owned by the Water Authority which is free of rights of common and will not remain registered. My decision is therefore that these two strips which are neither hatched in red nor lettered will be removed from the Register. And that the Ownership section registration at Entry No. 3 should be modified so as to

exclude the land which as above stated was agreed to be excluded and so as to include the said two strips. As regards this paragraph of this decision I give to South West Water Authority and to the Roborough Estate Trustees liberty to apply, such liberty to be exercised as in the Fourth Schedule hereto mentioned.

BBC Part

I cannot give effect to Mr Law's suggestion that this Part should be dealt with in the same way as the parts of the Unit Land surrounding it, because I am dealing with the parts to the south owned by the South West Water Authority differently from the parts on the north and the west owned by the Roborough Estate Trustees.

Lady Sayer said (in effect, Sayer/21) that the Venville Right holders supported by the Dartmoor Commoners Association and the Dartmoor Preservation Association by objecting to the proposed enclosure by the BBC compelled application under section 194 of the Law of Property Act and that this demonstrates the Commons status of the land. The section applies to any land which was "at the commencement of this Act" subject to rights of common ~~though~~ the BBC by making the application an order under the section did as against themselves supply some evidence that on 1 January 1926, the Blue Area mentioned as aforesaid by Mr Law was in 1926 subject to rights of common. The order under the section does not necessarily extinguish rights of common but having regard to the subsequent erection on the Blue Area of the mast and the building housing the electrical aparatus into its relative unimportance in relation to grazing on the Unit Land I conclude that the Blue Area had at the commencement of the 1965 Act ceased to be subject to rights of common. In my opinion the BBC in giving way to the objections mentioned by Lady Sayer in the 1954 Act in relation to the Blue Area did not estop themselves from thereafter claiming that the surrounding land was not in or before 1925 subject or somehow had after 1925 ceased to be subject to rights of common within the meaning of the 1965 Act; at the most it provided some evidence against themselves that the surrounding land was in 1954 subject to rights of common; such evidence is not I think of great weight because it is likely that in 1954 it would be cheaper and easier to make an application under the section rather than to establish that the land was free of rights of common. In these proceedings and in the CL188 proceedings I have had a great deal of evidence about the history of the surrounding land, and in my view there is no reason why I should not for the benefit of the BBC act on it.

As regards so much of the BBC's Part as was conveyed to them by the Plymouth Corporation (BBC/4) for the reasons set out under the heading "WA Part" I consider that in 1950 the land so conveyed was free of common rights.

As regards the BBC Part which was conveyed to them by Lord Roborough (BBC/5) I think in the circumstances as regards this area for then for all practical purposes attention is the same as the circumstances relating to the very much larger area as its predecessor in title in 1917 conveyed to the Plymouth Corporation (WA/17).

Upon the above considerations my decision is that the BBC Part should (all of it) be removed from the Register.

Final

I record that since the hearing Mr E F Palmer has sent me the documents specified in Part VII of the Third Schedule hereto. In preparing this decision I have disregarded his letter of 13 December 1982: I dcline from it to deduce that Mr Harker should not have stated at the hearing that he represented Mr G F Medland; and if either of them are saying that my record in this decision of this statement is incorrect, he should write to the office of the Commons Commissioners in pursuance of the liberty to apply in the Fourth Schedule hereto granted. Mr Palmer's letters of 22 August and 7 December 1983 appear to relate to the Court of Appeal proceedings between him and the South West Water Authority (shortly reported in the Times Newspaper of 9 May 1983) as to whether his grazing over the WA Part and other land of the Authority is under a letting or a licence. Such proceedings seem to me wholly irrelevant to anything which I as a Commons Commissioner am or have been concerned and in preparing this decision I have disregarded such letters.

The effect of my decision even under the various headings by me hereinbefore used, is set out in the Fourth (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.

TURN OVER

FIRST SCHEDULE
(Rights Section registrations)

Part I: Registrations particularly dealt with or mentioned at the hearing.

No. 3

Mr Sidney Bickell: Merrivale Farm, Whitchurch; owner; turbary, take stones, cut rushes and bracken, graze 30 cattle 220 sheep; over whole of Unit Land and ...

No. 10

Vice Admiral Sir Guy Bourchier Sayer and Lady Sylvia Rosalind Pleadwell Sayer; Old Middle Cator, 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: over the whole of the Unit Land and ...

No. 11

Mr David Miller Scott; the Village Farm, Holne; owner; turbary, estovers, dig stone and sand, graze 52 bullocks or ponies 200 sheep; over the whole of the Unit land and ...

No. 31

Messrs John Henry Evan Reddicliffe and Reginald George Reddicliffe: Moortown Farm, Whitchurch; owners; stray 100 cattle 30 ponies 435 sheep over the whole of the Unit Land and ... from CL56, CL83, CL84, CL85, CL86 and CL164(W).

No. 44

Mr Norman Kenneth Skelley; Callisham Farm; owner; stray 100 cattle 500 sheep from CL191.

No. 49

Mr Norman Kenneth Skelley; Woodtown Farm, Whitchurch; owner; stray 46 cattle 230 sheep (or equivalent one beast = 5 in sheep) on the whole of the Unit Land and ... from CL83, CL84, CL85 and CL86.

No. 51

Messrs John Henry Evan Reddicliffe and Reginald George Reddicliffe; Merrivale Newtake, Walkhampton; owners; turbary, take stones, cut bracken and rushes, graze 160 cattle 40 ponies over the whole of the unit Land and ...

No. 75

Mrs Eleanor Nancy Smallwood; Holne Court Farm, Holne; owner; turbary estovers, take sand and stone, graze 106 bullocks or ponies 426 sheep; over the whole of the Unit Land and ...

No. 90

George Abel and Sons; Higher Godsworthy and Wheatland in Peter Tavy and Shillaparks in Whitchurch; tenants; stray 70 cows and followers, 485 ewes and followers, 25 ponies; on to the whole of the land in this register unit.

No. 117

Mr George Thomas James Medland; Shillaparks, Merrivale; owner; stray 25 cattle or ponies 125 sheep; on the whole of the land comprised in this register unit ... from CL56, CL83, CL84, CL85, CL86, CL164(W) and CL210.

No. 120

Mr Harold Charles Skelley; Manor Farm, Dousland, Meavy and Walkhampton; owners; graze 200 sheep 15 ponies and 500 cattle over the whole of the Unit Land and ...

No. 121

Mr Harold Charles Skelley; Town Farm, Walkhampton; tenant; graze 50 sheep 200 cattle; over the whole of the Unit Land and ...

SECOND SCHEDULE
(Objections)

Part I: Land Section

No. 58: noted in the Register 21 July 1970: made by Lord Mayor Aldermen and Citizens of the City of Plymouth ("the Plymouth Corporation"): grounds, the part ("the WA Part") of the Unit Land south of the red line on the attached plan was conveyed by Sir Henry Yarde Buller Lopes to the Plymouth Corporation (as water undertaking) by a conveyance dated 28 February 1917 and was therein expressed to be free from common rights.

No. 338: noted in the Register 19 July 1970; made by Roborough Estate Trustees; grounds, the land edged red on the enclosed map ("the Cryptor Part") was not common land at the date of registration.

No. 345: noted in the Register 19 November 1970: made by Roborough Estate Trustees; the land edged red on the enclosed map ("the Swelltor Part") was not common land at the date of registration.

No. 357: noted in the Register on 19 November 1970: made by Roborough Estate Trustees; grounds, land edged red on the enclosed map ("the Roborough Main Part") being all the Unit Land except the WA Part, the Cryptor Part and the Swelltor Part above mentioned and except also the BBC Part and the Newtake Part no mention, was not common land at the date of registration.

No. 435: noted in the Register on 4 December 1970; made by Messrs J & R Reddicliffe; grounds OS Nos. 549, 600 and 548 ("the Newtake Part") known as Merrivale Newtake (in all 311.041 acres) was not common land at the date of registration being in the absolute ownership of Messrs J & R Reddicliffe.

No. 610: noted in the Register at 4 December 1970: made by British Broadcasting Corporation: grounds, land hatched red on the enclosed plan to which was added by amendment at the hearing the land (a comparatively small area between two concentric semicircles) between the land so hatched and the east boundary of the Unit Land ("the BBC Part") was not common land at the date of registration and no rights of common were exercised thereover at the date of registration.

Part II: Rights Section

Note: by Section 5(7) of the 1965 Act all the above mentioned Objections to the Land Section are to be treated as objections to all the Rights Sections Registrations.

Nos. 344, 346 and 356; noted in the Register on 19 November 1970: made by Roborough Estate Trustees; grounds, that Rights Section registration at Entry Nos 1 to 11 inclusive do not exist over (344) to Swell Tor Part, (346) the Cryptor Part, and (356) the Roborough Part.

No. 801; noted in the register on 12 February 1970; made by Devon County Council; grounds, that Rights Section registration at Entry Nos. 10 and 11 do not exist at all.

Nos. 1021, 1022 and 1023; noted in the Register on 11 September 1972 made by Maristow/ Roborough Estate Trustees; grounds, that the Rights Section registrations (1021 and 1022) at Entry Nos. 12 to 44 inclusive, and 46 to 125 inclusive do not exist at all on the Cryptor Part, and the Swelltor Part, and (1023) at Entry Nos. 12 to 44 inclusive, 46 to 97 inclusive and 114 to 125 inclusive do not exist at all on the Roborough Part.

No. 1092; noted in the Register on 11 September 1972; made by Mr Ernest Frederick Palmer; grounds, that the Rights Section registration at Entry Nos. 12 to 44 inclusive and 46 to 125 inclusive, no rights exist.

No. 1151; noted in the Register on 11 September 1972; made by Devon County Council; grounds, Rights Section registration at Entry Nos. 53 to 70 inclusive, 75, 96 and 97 do not exist.

Part III: Ownership Section

Registrations at Entry Nos. 1 and 3 being in conflict are treated as objections to each other.

THIRD SCHEDULE
(Documents produced)

Part I: on behalf of Roborough Estate Trustees

R/101	9 November 1982	Letter to Clerk of Commons Commissioners from Farrer & Co on behalf of Trustees as to Objections Nos. (a) 345 and 357, (b) 338, (c) 344, 356, 1022 and 1023, and (d) 346 and 1021 with plan annexed.
R/102	4 November 1982	Letter to Bellingham & Crocker from Farrer & Co on behalf of Trustees as to agreement with their clients with manuscript agreement signed 12 November 1982 by P W Harker on behalf of their clients R P and E M Alford, H C Skelley, T M Digby (registered under name of S Bickell now part owned by T M Digby) and N K Skelley.
R/103	22 August 1924	Surrender made by Sir Henry Yarde Buller Lopes in consideration of his natural affection for his son Massey Henry Edgcumbe Lopes of his life estate in such parts of the Maristow Estate as were in Walkhampton, Sampford Spiney, Sheepstor and Meavy with plan annexed.

Part II: produced by Mrs E M Alford

EMA/1	5 November 1973	Deed of gift by John Henry Evan Reddicliffe and Reginald George Reddicliffe to J H E Reddicliffe, R G Reddicliffe and Ellen Mary Alford of farm known as Moortown as described in Schedule and plan annexed to conveyance dated 8 December 1921 by C George and E M Harley to John Daniel Reddicliffe (¼ to J E H R, ¼ to R G H and ½ to E M A).
EMA/2	12 February 1957	Assent by R G Reddicliffe and another as executors of John Daniel Reddicliffe (he died 22 April 1954) in favour of J H E Reddicliffe and R G Reddicliffe of land described as in EMA/1.

EMA/3	8 December 1921	Conveyance by C George and E M Harley to J D Reddicliffe of Moortown as described in the Schedule and annexed plan.
EMA/4	5 November 1973	Deed of gift by J H E Reddicliffe and R G Reddicliffe to J H E Reddicliffe, R G Reddicliffe and E M Alford of Merrivale Newtake being OS Nos. 606 and 549 (1906 edition) containing 319.181 acres as delineated on plan annexed to conveyance of 1 August 1958 (¼ to J H E R, ¼ to R G R and ½ to EMA).
EMA/5	1 August 1958	Conveyance by Merrivale Farms Limited (director and secretary D V Wells and B Wells) and Lloyds Bank Limited (debenture holder) to J H E Reddicliffe and R G Reddicliffe of said Merrivale Newtake as shown on plan.
EMA/6	1958	Abstract of the title of Merrivale Farms Limited to freehold lands at Merrivale, Walkhampton, commencing with a conveyance dated 23 April 1914 made by Sir Henry Yarde Buller Lopes with the concurrence of Trustees to Henry Edward Duke (becoming Baron Merrivale of Walkhampton in 1925 and dying in 1951) of parcel of lands and fields known as Merrivale Fields and Merrivale Newtake described in First Schedule (7a. Or. 15p. and 319a. Or. 34p) with plan and continuing after divers events and acts in the law with a conveyance dated 12 July 1954 by J H E 3rd Baron Merrivale to Frank Ellicott and a conveyance dated 29 September 1954 by him to Merrivale Forest Farms Limited.
EMA/7	1958	Particulars of sale, tenders to be before 18 April 1958 of valuable freehold grazing known as Merrivale Newtake: "The land ... has Common Rights".
EMA/8	17 January 1940	Cheque stub No. 437154: "Newtake: £5.0.0." (cheque of Mr J D Reddicliffe).
--	8 August 1941	Cheque stub No. 515330: "graze Ellicott £2.0.0.

EMA/9	9 December 1942	Cheque stub No. 617230: "Ellicott, grass £1.7.6."
EMA/10	7 December 1944	Cheque stub No. 792307: "Ellicott, grass £3.9.0."
EMA/11	17 October 1944	Cheque stub No. 713633: "Ellicott, grass £4.11.0."
--	up to 14 January 1954	Other stubs up to No. 375205: "Ellicott keep for bullocks £1.10.0."

Part III: produced on behalf of
British Broadcasting Corporation

BBC/1	1978	Extract from CL192 Provisional Register map (6" = 1 mile) including North Hessery Tor marked "Commons map amended in accordance with my letter of 18-4-78".
BBC/2	--	Extract from OS map (1/2,500) showing edged: green land conveyed by Lord Roborough to BBC 24 June 1955; edged red land conveyed by Plymouth Corporation to BBC 30 June 1955; and blue subject to consent dated 30 August 1954 by Minister of Agriculture Fisheries and Food under section 194 of Law of Property Act 1925.
BBC/3	20 August 1954	Consent by said Minister to the construction of building to house television and sound transmitter etc. and erection of 750 feet high lattice steel stayed mast (with perimeter fence) with plan.
BBC/4	30 June 1954	Conveyance by Lord Mayor Alderman and Citizens of Plymouth to British Broadcasting Corporation of part of OS 598 edged orange on plan.
BBC/5	24 June 1955	Conveyance by Rt Hon M H E 2nd Baron Roborough with the concurrence of his Trustees to British Broadcasting Corporation of (1) about 10.109 acres of OS No. 598 coloured pink on plan and (2) strip containing 1.031 acres part of OS 321.

Part IV: produced by Mr H C Skelley

HCS/1	1 November 1982	Affidavit of George Henry Partridge now aged 83, purchaser of Manor Farm late 1942 who farmed it until 1957.

Part V: produced by Mr E F Palmer

EFP/101	--	Extract page 139 from Walkhampton Parish Council minute book.
EFP/102	--	Extract page 150.
EFP/103	26 June 1950 to 19 March 1974	Minute book (quarto) of Walkhampton Parish Council including minutes of Parish Meetings.
EFP/104	12 February 1973	Letter Devon County Council to Walkhampton Parish Council saying County Council registered land (CL192) on behalf of Parish Council to avoid the necessity for completion of application form.
EFP/105	9 December 1922	Extract from letter from Town Clerk's Office, Plymouth headed Plymouth Corporation Bill apparently sent to 31 persons under heading "Commoners".
EFP/106	20 November 1969	Plymouth and South West Devon Water Bill: printed notice to owners, lessees and occupiers with Schedule of property attached to which or right to use which may be acquired compulsorily.
EFP/107	19 February 1982	Certificate of trial of action in High Court 1978. S. 684 between the South West Water Authority as plaintiff and Ernest Frederick Palmer and Betty Eve Palmer as defendents on 12, 13, 14, 15 and 18 January 1982: judgment for defendants.

Part VI: referred to by Mrs Canning on behalf of South West Water Authority

WA/3	--	Submission of Authority to Commons Commissioner in relation to CL188 considered applicable to Unit Land CL192.
WA/17	28 February 1917	Conveyance by which after reciting the Plymouth Corporation Act 1918 and the Lands Clauses Consolidation Act, Sir Henry Yarde Buller conveyed to the Mayor Aldermen and Citizens of Plymouth 4,911.316 acres in Walkhampton, Meay and Sheepstor subject to leases mentioned in the Schedule.

Part VII: produced by Lady Sayer

Sayer/21	--	Statement by Lady Sayer (11 pp + notes of J Somers Cocks).
Sayer/22	--	Cryptor Part, proposed terms of agreement.

Part VIII: sent after hearing by Mr E F Palmer

--	13 December 1982	Letter from Mr Palmer saying Mr G Medland had told him that he had never instructed Mr Harker to correct his registration from straying to grazing and that he had understood that Entry No. 121 H C Skelley Town Farm and No. 123 Part Staddons R E Skelley (now H C Skelley) were withdrawn.
--	22 August 1983	Letter from Mr Palmer saying (in effect) that the Court of Appeal had said of the WA Part that he had only a grazing and mowing licence and enclosing copies of the next mentioned documents.
--	12 April 1972	Letter from Town Clerk City of Plymouth to Messrs E F Palmer & Sons about 3,895 acres of land at Walkhampton Common.

--	14 October 1981	Letter from Ministry of Agriculture, Fisheries and Food to E F Palmer after searching their records found no trace of any short term lettings or licence.
--	9 July 1969	Extract from letter from the Town Clerk Plymouth in expressing an opinion about registration of grazing rights under the 1965 Act.
--	3 May 1972	Letter from F M Cleaver to E F Palmer about Hill Cow Subsidy.
--	26 April 1973	Letter from City Water Engineer and Manager, to Mr Palmer that the War Department had a plan of land of which he was the tenant.
--	17 December 1976	Extract from letter ...(?) Auctioneers, Estate Agents and Valuers of Liskeard to (?) Water Authority.
--	7 December 1983	Further letter from Mr Palmer about his petition to the House of Lords requesting them and to overrule the Court of Appeal uphold the judgement of Mr Justice Comyn.

Part IX: sent after hearing by Lady Sayer

--	11 August 1983	Letter from Lady Sayer to Clerk of the Commons Commissioners enclosing (A) and (B) below mentioned. "... indisputably supports the existence and use of Venville rights on Walkhampton Common (CL192) ... vitally important that Mr Baden Fuller should have them before he comes to a decision on CL192 ...".
A	16 July 1910 (certified 4 August 1983)	Copy (certified by Keeper of the Records Duchy of Cornwall) of letter from William Peacock to C C Calmady of Stoney Croft Horrabridge "... Deed of Arrangement was entered into between the Duchy and the late Sir Massey Lopes on 10 August 1967 for defining the boundary between the Forest of Dartmoor and the unenclosed lands of the Manor of Walkhampton ... This did not affect the rights of Venville tenants, Commoners and others".

B (Item 6)	28 September 1826	Copy letter from J M Bligh of Bodmin (envelope the Revd. J H Mason of Widdecombe) to Thos Abbot, Duchy of Cornwall Office London "... Sir Masseh Lopes Bart had made a drift of Walkhampton Common which adjoins the Forest of Dartmoor and driven off and impounded all the cattle belonging to the Forest ... the numbers of beasts so impounded which belonged to or were in the charge of the Renters of the Forest amounted to nearly two hundred and that there were many others belonging to persons who held lands in Venville ...".
Item 2	20 November 1826	Evidence in relation to the impounding Forest cattle --- James Blatchford.
	21 November 1826	Ditto Thomas Whitemore jnr: he met the drift of bullocks near the granite works at Yestor.
Item 4	12 December 1826	Copy letter from L Allsopp Lowdham of 83 Lincolns Inn Field to Thos Abbot Esq. Duchy of Cornwall, Somerset Place. The Attorney General of the Duchy gave me directions to take all such steps on the behalf of the parties whose cattle had been distrained by Sir M M Lopes as may become necessary ... (proceedings in County Court adjourned ... writs ... removing the proceedings into the Court of Kings Bench).
Item 1	15 January 1827	Letter from L Allsopp Lowdham to Thos Abbot Esq "in browsing through these papers I find that in the latter part of the year 1809 when Sir Masseh Lopes brought an action against (?) for taking stone from off Walkhampton Common ...".
Item 3	12 August 1828	Letter from L A Lowdham to Thomas Abbot Esq "... to protect the rights of the Duchy of Cornwall against the attack made upon them by Sir M M Lopes who for the purpose of encroaching upon the privileges of the Forest of Dartmoor had destrained the cattle of the tenants of the Forest, I ... took the necessary legal proceedings in the names of those tenants whose cattle

had been seized to assert those rights and privileges, that Sir M M Lopes after resisting those proceedings to a certain extent has thought proper to abandon the contest and writs of inquiry to assess the damages due to the tenants were duly heard before the sheriff of the County of Devon at the last assizes for that County in the city of Exeter".

Item 5 17 July 1829

Copy letter from T H Mason of Widdecombe to (? no indication). ... my congratulations to you on the manner in which the Walkhampton question has gone off. I do not know whether any admission can now be obtained to leave inviolate the Forest boundaries as they have been heretofore held to abut on Walkhampton Commons - however it would be desirable that some explanation should take place between lawyers touching the threatened removal of the intermediate boundaries ... between South and North Hessary Tors - and the latter and Mistor - I would willingly hope that no further aggression will arise on the part of Sir Masseh Lopes.

FOURTH SCHEDULE
(Decision Table)

1. I confirm the registration at Land Section Entry No. 1 with the modification that there be removed from the Register:-

(A) the land which is shown on the plan attached to Objection No. 58 (the WA Objection made by the Lord Mayor Aldermen and Citizens of the City of Plymouth) and thereon marked "A" and which is situated to the south of the red boundary line marked on such map (being the same as the part of the land in this register unit hatched with red lines and lettered "B" on the register map; BUT nevertheless EXCEPTING from the land so removed those parts of the land in this register unit which are hatched with red lines and lettered "A" on such map BUT nevertheless INCLUDING in the land so removed from the register two strips of land which are situated between the land hatched with red lines and lettered "A" on the register map and the land hatched with red lines and lettered "B" on the register map and which on the register map are not hatched with any red lines and not lettered.

(B) the land edged red on the map enclosed with Objection No. 345 (the Cryptor Objection made by the Roborough Estate Trustees) so that the south boundary of the said land so removed shall be the fence now existing on the line of the fence which existed when trains used to run on the railway and which is on the north side of the rails.

(C) the land known as Merrivale Newtake being that referred to in Objection No. 435 (the Newtake Objection made by Messrs J & R Reddicliffe); and

(D) the land hatched red on the plan enclosed with Objection No. 610 (the BBC Objection made by British Broadcasting Corporation) INCLUDING in the land so to be removed the annular area formed by two concentric semi-circles bounded on the west by the said land shown on the said Objection plan and bounded on the east by the boundary of land comprised in this register unit (such annular area goes about half way round North Hessary Tor).

2. I confirm the Rights Section registrations at Entry Nos. 98 to 113 inclusive, being those made by the Roborough Estate Trustees either jointly with one or more of their tenants or by themselves alone and not being a registration expressed to be a right "to stray" and no more, with the modification that in column 4 the words "on to the remainder of the land in this Register Unit and" be deleted.

3. I adjourn the consideration of the Rights Section registrations at Entry Nos. 3 and 90 (applicants S Bickell and G Abel & Sons) to a place and date to be fixed by a Commons Commissioner, but so that at such adjourned hearing paragraph 1 of this Schedule under which lands are to be removed from the Register will be treated as indisputable and so that notice of such adjourned hearing will be given only to the applicants for the said registrations or to their successors in title so far as known in the office of the Commons Commissioner, to Mr E F Palmer, to the Roborough Estate Trustees or their agent or solicitor, to the Devon County Council as registration authority and to such other persons only as shall write to the Clerk of the Commons Commissioners in London saying they wish to have notice of such hearing.

4. I refuse to confirm the remaining Rights Section registrations being those at Entry Nos. 1, 2, 4 to 44 inclusive, 46 to 89 inclusive (including 49A and 50A), 91 to 97 inclusive and 114 to 125 inclusive.

5. References in this Schedule to any registration must be taken to include any registrations which have since replaced it.

6. I confirm the Ownership Section registrations at Entry No. 1 without any modification, and at Entry No. 3 with the modification that there be excluded from the part of the land comprised in this register unit which is hatched with a red line and lettered "B" on the Register map, the part of such land which is also hatched in red lines and lettered "A" on the Register map; and with the further modification that the two strips which are neither hatched in red nor lettered on the Register map and are therein shown as situated between the part of the land in this Register Unit hatched red and lettered "A" the part hatched red and lettered "B" shall be included in the registration at this Entry No. 3 PROVIDED always that this Confirmation shall not prejudice the Devon County Council as registration authority cancelling the said registration at Entry No. 3 pursuant to subsection (3) of section 6 of the 1965 Act.

8. Because much of this decision relates to persons who were not present or represented at the hearing and is dependent upon 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 three months from the day on which this decision is sent out (or such extended time as a Commons Commissioner may allow) and should in the first instance be by letter to the Clerk of the Commons Commissioner stating the mistake or error and the applicant's reason 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 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 Commissioner as soon as possible specifying the registration a further hearing about which he might wish to attend or be represented at.

Dated the 13th day of February 1984

A. A. Baden Fuller.

Commons Commissioner