



COMMONS REGISTRATION ACT 1965

Reference No. 45/U/44

In the Matter of Scriven Village Green,
Old Scriven, Nidderdale R.D., Yorkshire
West Riding

DECISION

This reference relates to the question of the ownership of land known as Scriven Village Green, Old Scriven, Nidderdale Rural District Being the land comprised in the Land Section of Register Unit No. VG.10 in the Register of Town or Village Greens maintained by the West Riding County Council of which no person is registered under section 4 of the Commons Registration Act 1965 as the owner.

Following upon the public notice of this reference no person claimed to be the freehold owner of the land in question and no person claimed to have information as to its ownership.

I held a hearing for the purpose of inquiring into the question of the ownership of the land at Harrogate on 31 October 1973. At the hearing, Mr. F. A. Clapham who has been chairman of the Parish Meeting since 1966, claimed that the land is owned by the Representative Body of the Parish of Scriven and gave evidence on their behalf.

The land ("the Unit Land") comprised in this Register Unit contains (according to the Register) .47 of an acre. Mr. Clapham who was born at Old Scriven nearly 65 years ago and has lived there ever since, said that the Unit Land is now as he had always known it; a triangular piece of grass land in the centre of the Village, with a beautiful tree (an evergreen oak, reputed to be 130 years old) in the middle; bounded on all three sides by roads (those on the south west and east are tarmac). On the east side there is (not on the Unit Land) a bus shelter. Everyone in the Village has free access to it. Before the 1939-45 war, it was grazed by (a mare & foal) the tenant of a nearby farm, but after the war there was too much motor traffic; Mr. Clapham for a while used to mow the grass annually; recently the Parish Meeting has arranged for this mowing.

Mr. Clapham produced:- (i) a conveyance dated 8 November 1965 by which the Unit Land (including the roads on the north west and south west) was conveyed to the Representative Body in fee simple; (ii) an examined Abstract dated 1965 of the title of Chesborough Properties Limited ("the Company") to the Slingsby Estate; (iii) a bundle of copy documents apparently intended to support the title abstracted and (iv) a letter dated 21 April 1966 from Mr. E. Smith solicitor of Gray Dodsworth & Cobb Solicitors of York. By the 1965 conveyance Mr. G. L. Atkinson-Willes and Mrs. E. M. R. Dutton as personal representatives of Major T. J. Slingsby (he died on 8 November 1962) and the Company being purchasers from them under an agreement dated 4 June 1965, were the conveying parties; the consideration was £1; the conveyed land was said to be Lot 40 in the Particulars of the Sale by auction on 16 September 1965; the conveyance was expressed to be subject as to such parts of the land as were formerl;



copyhold of the Forest and Manor of Knaresborough to the rights preserved to the Lord of the Forest by the Twelfth Schedule of the Law of Property Act 1922. The Abstract commenced with a Vesting Deed dated 9 February 1926 by which it was declared that the Scriven Hall Estate containing 1,456 acres as described in the Schedule and delineated on the plan were vested in Commander C. H. R. Slingsby in fee simple; the Unit Land, although surrounded by, is not included in the land so described and delineated; the Abstract continues with documents showing a title in Major ~~Slingsby~~ Slingsby as successor of Commander Slingsby.

Mr. Clapham said that when the Company advertised the Unit Land for Sale, some persons thinking that it belonged to the Parish expressed doubts about the Company's title; the 1965 conveyance followed some discussion as to the position. The 1966 letter was written following doubts expressed at a Parish meeting as to the effect of the 1965 conveyance; Mr. Smith whose firm acted for the Slingsby Estate (but not for the Company) said that he had little doubt that the Village Green did belong to the Slingsby Estate; he referred to the general words in the 1926 Vesting Deed: "all other ... the hereditaments ... capable of being vested by this deed" and a conveyance dated 25 June 1856 held by the York Archaeological Society which recorded the purchase of almshouses etc. by Sir Charles Slingsby from the Guardians of the Poor.

If before 1965, the Unit Land was part of the Slingsby Estate, the Representative Body is now owner under the 1965 conveyance. If before 1965, the Unit Land was not part of the Slingsby Estate, then from its history, appearance and situation, it is practically certain that it has for many years "belonged to the Parish"; in the popular sense of that expression, and is now by operation of law vested in the Representative Body or some other local authority. If I am satisfied that the Representative Body is the owner, I am required by subsection (2) of section 8 of the 1965 Act to direct their registration as owners; if I am not satisfied that the Representative Body or any other person is the owner, I am required by subsection (3) of section 8 to direct the registration of Nidderdale Rural District Council as owners; having regard to this consideration, there being no opposition by the District Council under subsection (2) or subsection (3) or by the County Council under subsection (2), I can I think treat the Representative Body as the only local authority concerned. While it may be that the 1965 conveyance precluded any claim in these proceedings by those entitled to the Slingsby Estate, and was therefore well worth the £1 paid, I need not determine its effect, because on any view as to its effect, I am for the above reasons satisfied that the Representative Body is the owner of the land, and I shall accordingly direct the West Riding County Council, as registration authority, to register The Representative Body of the Parish of Scriven as the owner of the land under section 8(2) of the Act of 1965.

I am required by regulation 30(1) of the Commons Commissioners Regulations 1971 to explain that a person aggrieved by this decision as being erroneous in point of law may, within 6 weeks from the date on which notice of the decision is sent to him, require me to state a case for the decision of the High Court.

Dated this 15th day of November 1973.

A. A. Baden Fuller

Commons Commissioner

