



COMMONS REGISTRATION ACT 1965

Reference Nos 231/D/7
to
231/D/21
inclusiveIn the Matter of Clee Liberty,
Clee St Margaret, South Shropshire
District, SalopDECISION

These 15 disputes relate to the registrations at Entry Nos 4, 8, 9, 11, 24, 26, 29, 34, 35, 37, 38, 40 and 44 in the Rights Section of Register Unit No. CL 4 in the Register of Common Land maintained by the Salop County Council and 13 of them are occasioned by Objection Nos O.61; O.234; O.235; O.237; O.248; O.250; O.253; O.255; O.256; O.258; O.259; O.261 and O.265 made by The Clee St Margaret Commoners Association (Chairman Mr D H Heighway) and noted in the Register on (O.61) 25 January 1971 and (the 12 others) 24 August 1972 and the remaining 2 of the said disputes are occasioned by the registrations at Entry Nos 24 and 44 being in conflict.

I held a hearing for the purpose of inquiring into the disputes at Shrewsbury on 22 and 23 June 1978. At the hearing: (1) Lloyds Bank Ltd and Mrs Wilmett Anne Rowson of Heath Farm, Bouldon, Craven Arms as executors of Mr William Turner (the registration at Entry No. 8 was made on his application), (2) Mrs Constance Edna Price of Lansdowne, Henley Road, Ludlow, Mr Roland James Price of Bank House, Stoke St Milborough and Mr Brian Willoughby Price of Bockleton Court, Stoke St Milborough as executors of Mr Willoughby George Whitfield Price (the registration at Entry No. 24 was made on his application), (3) Mr Thomas John Bradley of Manor House Farm, Abdon (he was one of the applicants for the registration at Entry No. 38, the others were Miss Drusilla Bradl. and Mrs Betty Drusilla Wilson), and (4) Mr Thomas William Howells of Earnestry Hill, Abdon (his father Mr William George Howells was the applicant for the registration at Entry No. 40) were all represented by Mr W R Spanner, solicitor of Morgans Solicitors of Ludlow; (5) The Clee St Margaret Commoners Association (an unincorporated body) were represented (on the instructions of Mr Philip Theodore Hobson of The Found, Clee St Margaret, their chairman) by Mr R Herbert, solicitor of C Upfill Jagger Son & Tilley, Solicitors of Birmingham.

The land ("the Unit Land") in this Register Unit is a tract of about 564 acres known as Clee Liberty, being about 2 miles long from north-east to south-west. If the irregularities of the boundary be disregarded, it is a rectangle about 1½ miles long and ¼ mile wide which slopes downwards from its south and east boundaries; these starting on the west by the road leading to Stoke St Milborough, then rising, to begin with gently, finally steeply to the summit Clee Burf (about 1,650 ft) and then descending a little to the saddle (near The Five Springs) between this summit and that of Abdon Burf (1,780 ft).

Of the registrations originally made in the Rights Section 4 (Nos 3, 10, 19 and 46) have been cancelled and 29 have (with some modifications) become final as specified in the First Schedule hereto. The animals numbered in these final registrations amount altogether to 3,321 sheep and 190 cattle and/or horses.



At the commencement of the hearing it was agreed that I should first consider the registrations at Entry Nos 8, 24, 38, 40 and 44 being those with which those represented by Mr Spanner were concerned.

a note of the case on 9 July 1951 by section of land by Spanners Court on 30 June and 20 May.

The registrations at Entry No. 44 made on the application of Mr T H French is of a right attached to (a) Lower Hill House, (b) Thornwell Cottage and (c) The Sands, to graze "not more than 100 sheep and 1 horse". This registration is not only in conflict with that at Entry No. 24 (supported by Mr Spanner) but is also within Objection No. O.265 (supported by Mr Herbert). Mr Herbert handed me a letter dated 19 June 1978 from Manby & Steward, Solicitors of Wolverhampton to Mr Hobson, Clee St Margaret Commoners Association, saying that Mr T H French is now withdrawing his application.

Having regard to the ^{said} withdrawal, my decision is that Objection No. O.265 succeeds and that the conflict with the registration at No. 24 should be resolved against the registration at No. 44. This however does not validate the registration at Entry No. 24 which is still within Objection No. O.248.

The registrations at Entry Nos 8, 24, 38 and 40 are summarised in the Second Schedule hereto. Mr Spanner in opening said that as regards Entry No. 24, Bank House Farm should be deleted, so the claim relates only to Bockleton Court and Thornwell, and the figures and words "5,000 sheep, 500 cattle and 100 horses" should be treated as a claim for 200 sheep only (no cattle or horses).

In support of the registrations oral evidence was given by: (1) Mr R C Mellings, (2) Mrs C E Price, (3) Mr R J Price, (4) Mr T R Price, (5) Mrs W A Rowson, (6) Mr W J Howells, and (7) Mr J Bradley. Against the registrations oral evidence was given by (8) Mr E J Heighway, (9) Mr D H Heighway, (10) Mr G H Moseley, (11) Mr D H Parker, and (12) Mr P T Hobson. Mr R J Price produced a conveyance dated 16 August 1920 by which Mr Williamson conveyed to Mr R S Mellings lands containing 338 a. 1 r. 25 p., and known as Bockleton Court Farm and a conveyance dated 29 September 1953 by which Mr R S Mellings conveyed to Mr W G W Price the same lands. Mr W J Howells produced a conveyance dated 29 September 1951 by which Mr E Matthews conveyed land to Mr W G Howells (this conveyance was only relied on to show that Mr W G Howells became owner of the Entry No. 40 land), an abstract of the title to "The Field or Upper Field and the Barn Meadows, which was of a conveyance by Mrs M A Shuker and Mr E R Bradshaw as personal representatives of Mr H W Wear (he died 18 June 1916) to Mr George Turner of (first) two fields containing about 4 a. 29 p., Mr D H Heighway produced "The Clee Forest - A Study in Common Rights" by R T Rowley (printed in vol LVIII part 1 (1965) of the Transactions of the Shropshire Archaeological Society pages 48 et seq) and "A Description of ye Clee, ye L'dships, Comoners and Strakers adjoyn'd, made about 1612, 10 Jac" transcribed by Rev R C Purton (printed ~~from~~ vol VIII part 3 (1876) of the Transactions of the Shropshire Archaeological Society and Natural History Society).

On the day after the hearing, I inspected the Unit Land viewing it from, where it adjoins the road which leads north-east out of Cockshutford, from Heathamsgate, and from where its west end is very near the road leading north from Clee St Margaret Village (towards Abdon); I also walked from its south-west corner, ~~of~~ the Unit Land joins the road leading southwards from the Village (towards Stoke St Milborough), along the south boundary ~~of the Unit Land~~ to Clee Burf summit, and also along the east boundary of the Unit Land to where it joined Brown Clee (the CL 20 Land).



Although some of the witnesses dealt with more than one of the disputes, I consider each separately, taking No. 24 (applicant Mr W G W Price) first.

Mr R C Mellings, who is aged 73 years, said (in effect):- In 1920 his father bought the Farm (Brockleton Court) from Mr Williamson; the previous tenant was Mr Ducker (? Duppa). He was at school at the time; soon after his father acquired some sheep and they were put out on the Hill in the summer for a bit (the sheep his father brought with him from Ludlow were not put out). You (just had to) open the gate and they (the sheep) went on the Hill. At the end of May; they stayed about a month; his father and he had trouble getting them in so they stayed longer. At one time they had about 60, but generally it was 30 (perhaps 40-50). He left Brockleton Court in 1929 and went to Ludlow; he left the farming to his father; I don't think my father made much use of it (the Hill); I don't think he could be bothered with it".

Mrs C E Price ^{who is the} widow of Mr W G W Price said (in effect):- She and her husband first went to Brockleton Farm in 1940. It was a stock rearing farm - a hill farm; quite a lot of rough grass which they improved during the year; some Hereford Cross cattle, but mainly sheep, when they went there quite a lot of Welsh Cross. She remembered her husband having sheep (on the Unit Land); he did it during the summer months, being anxious that the sheep should be out because they had to plough up the (Farm) land. They put them out on the Hill where there are 3 gates. They had no complaints until after the (Commoners) Association was formed; his application to join it was returned to him, after a meeting. She could not say how her husband exercised the right. He could not say whether Brown Clee was part of the Common; she just opened the gate and they (the sheep) went out.

Mr R J Price ^{now farms} who was born in 1937, now farms in partnership with his brother, said (in effect):- He remembered helping his father from the 1950's onwards. They kept sheep sometimes on the farm and sometimes turning them out on the Hill; there are 2 Hills, Stoke Inclosure ("the CL 72 Land") and Clee Liberty ("the Unit Land"). The sheep were turned out in the spring and brought back in the autumn; at that period (the 1950's) there were up to 50 or 60. In the 1960's, he co-operated with Mr D Heighway and Mr Moseley; the sheep were brought down to be separated by a gate at the Plough (Heathamsgate). Since his father's death he had used the Unit Land but much less because it has been very much over-grazed. The lands now farmed by his partnership: (1) Brockleton Court Farm, (2) Thornwell (including Brockleton Plantation the land to the east) and (3) Bankhouse Farm were bought in 3 lots. The occasion when he co-operated with Mr Heighway separating the sheep happened once only; the other occasions they brought sheep in themselves. On the particular occasion when he co-operated he brought in 50 sheep.

Mr T R Price ^{came to} Upper House Farm, Abdon, in 1935 and was there until 1970 (when he retired) said (in effect):- His farm ran right up to Monkeys' Fold (near The Five Springs) and to Abdon Burf (the CL 20 Land). He had a pretty well full-time shepherd. To him Brown Clee (the CL 20 Land) and the Unit Land were one, he had seen stock belonging to Brockleton Court Farm on the Common and they had to part them from his sheep (from Upper House); it was not strange, it had happened a few times during the war (he did not go regularly himself).

Mr E J Heighway ^{who was} aged 73 years, was born at New House Farm (then farmed by his ^{and} father) lived there until 1955 when he moved to Glebe Farm where he now lives (see Entry Nos 15 and 16) said (in effect):- There were occasions when all entitled to graze on the Unit Land got together and brought the sheep down; everybody who owned them; for dipping, shearing and weaning lambs; under the dipping regulations the sheep



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had to be clear of the Common for 3 days. During all his years they had never had any help from Brockleton Court Farm except one occasion when they came for a few strays. He disagreed that on this one occasion Mr Price came for 50 sheep; there were only a few, and there were not 50 sheep. He had never seen anyone turn out sheep onto the Unit Land, from Brockleton Court Farm.

Mr D H Heighway who was born in 1940 and who has lived at New House Farm said (in effect):- He remembered the occasion when Mr R Price was present at the gathering of the sheep in the 1960's; on that occasion there were only 4 sheep of Mr Price's. No member of the Price family had ever attended such a gathering before. On other occasions "not very often" at the gathering there had been strays from Brockleton Court Farm; only the odd one. If they were turning sheep out onto the Unit Land he would have known; all the sheep came down at the gathering (of course there were some strays). From Brockleton Court Farm, sheep might have been put on without his knowledge, but "how could he (the person who put them on) get them off!"

Mr G H Moseley who lives at Hill Farm which he bought in 1959 said (in effect):- he remembered the occasion described by Mr R Price when the sheep were brought down. He knew the Price mark; of the sheep so marked there were (on that occasion) about 3 or 4.

Mr D J Parker who had been at Meadow Farm for the last 30 years said (in effect):- His farm is opposite Brockleton Court (West of The Yeld, near the Church) he had never seen any sheep from Brockleton Court turned out at the gathering when he sometimes went to look for his own.

Mr P T Hobson said (in effect):- ^{The} basis of the objections made by the Commoners Association ~~over~~ discussions arising from them was that lands in the Parish of Clee St Margaret only qualified and that the number of animals should be not more than 4 sheep to every acre of the attached land and one horse or cattle to every 5 acres. In the result, apart from the disputed registrations now under consideration, there had ~~been~~ final registrations of about 3,350 sheep and 165 horses or cattle. There was no hope of the Unit Land supporting all this number of animals, but there are a number of registered rights which are not in fact used. The figures adopted by the Association were based on the acreage of the attached land not on the actual use.

During the course of the evidence above summarised, I was inclined to the view that some or all of the sheep grazing on the Unit Land were or might be heaved (the expression "hefted" appeared not to be locally understood), because Mr T R Price referred to sheep being in a bunch and there was some indication of this in the evidence of Mr Mellings. At the conclusion of the hearing, Mr Spanner and Mr Herbert were agreed that the sheep on the Unit Land do not "bunch" and I could assume that none were ever heaved; An assumption which during my inspection seemed to me to be right.

It was contended that the 1920 and 1953 conveyances supported the registration, because they contained the words: "together also with all such rights as have heretofore been enjoyed by the Vendor and his predecessors in title and his and their tenants and servants of common of pasture on Brown Glee Mountain". In considering the evidentiary value of these words, I must have regard to the appearance of the land when these conveyances were made; there being no suggestion that the appearance ~~has~~ ^{is} in the last 50 years changed in a non-apparent way, the present appearance is some evidence ~~of~~ ^{what it then was}.

The south boundary of the Unit Land (except as below mentioned) follows the Parish boundary, for the most part a substantial bank. Opposite The Yeld, there is an enclosed strip ("the 200 ^{yard} Strip") about 200 yds long being a very narrow inclosure

(near the 1,000 ft contour) which is neither expressed to be conveyed by the 1920 and 1953 conveyances nor within the Unit Land, although it is on the north side of the Parish boundary. There is a small area ("the Sands") surrounded by (not part of) the Unit Land on which there is a dwellinghouse; between it and the south boundary of the Unit Land there is a narrow strip; on the opposite side of such boundary there is a piece ("the Sands Triangle") which is about 200 yds long and is enclosed; the Sands Triangle is on the north side of the Parish boundary which appears (as it were) to change course because it is there.

A short distance east of Bockleton Plantation there is a (or two) dwellinghouse(s) (?) Upper Hill House and (?) Lower Mill House which (assuming the Parish and Unit Land boundary here is a straight line, as seems likely) front onto the Unit Land although not in the same parish. There is a rough track (usable by vehicles) from the road on the west to the Sands and to Upper Hill House which is wholly on the Unit Land and at most places very near to its south boundary. During my inspection I saw 4 gates providing access between Bockleton Court Farm and the Unit Land, and clearly it would be easy to pass sheep through them. The first gate is almost opposite the gate leading into 200 Yard Strip. The second gate is almost opposite some mineral working long since disused; the third gate provides access to the Sands Triangle; the fourth gate corresponds to a track (not well marked but the line is plainly visible) running north-south across the Unit Land and along the east boundary of the land comprised in the 1920 and 1953 conveyances. Higher up the Hill, near Clee Burf are indications of there having been at one time extensive mineral workings.

Rowley and Purton; ^{Supra} show that most of the rights (attached to Clee St Margaret lands) that have become finally registered are of memorial origin; a conclusion which I would have reached if I had not read them, because it is almost obvious from the appearance of the Unit Land. The said Parish boundary, is distinct and substantial and could only have been erected because those concerned considered it to be of local importance; quite apart from the mention of Stoke Inclosure (the CL 76 land) and the Abdon and Stoke St Milborough Inclosure Act 1809 (49 Geo. 3 c.cix) I would have inferred the lands to the south side of the boundary were at one time common land similar to the Unit Land and has been inclosed under some lawful authority. On these considerations I conclude any rights attached to Bockleton Court Farm to graze the Unit Land cannot have existed from time immemorial.

I accept Mr Spanner's contention that the words "Brown Clee Mountain" in the 1920 and 1953 conveyances refer to lands which at least include the Unit Land; I reject the contra suggestion that because the CL 20 land is called Brown Clee (Hill) and is registered under the 1965 Act under this description, similar words in the 2 conveyances could not describe both Hills. But as regards these conveyances, I reject some of ~~his~~ other contentions. Both conveyances give a detailed and precise description of the common pasture over Stoke Warren (the CL 76 land) such as might have been taken from an inclosure award: quite unlike the vague words above quoted. The land conveyed includes "307 (No. on plan) Pasture (description); 0.140 (acre)" in the Schedule described as "Clee St Margaret"; it was agreed that this plot is the Sands Triangle. The appearance and situation of the Sands Triangle is such that it appears at one time to have been enjoyed with the Sands. Accordingly, quite apart from the below mentioned evidence of Mr Mellings, I consider that the words above quoted from the 2 conveyances can be read as referring to some possible right of common of pasture formerly attached to both the Sands and to the Sands Triangle exercisable over the Unit Land which those concerned with the conveyances believed notwithstanding the division still exist for the benefit of the Sands Triangle. Accordingly, in my view the words quoted do not show that anyone concerned with the conveyances thought that there was then attached to the 343 acres of Bockleton Court Farm thereby conveyed any such right of grazing as was claimed by Mr Spanner in his opening; at the most the words show that those concerned had in mind some such possible right.

At the beginning of his evidence Mr Mellings, when asked to explain the relationship of Bockleton Court Farm to Clee Liberty said:- "There was a bit of ground which comes within Bockleton which is actually within the Clee St Margaret Parish and we always assumed that because of it people are entitled to the rights on the Hill". Although some of his evidence was a little confused (understandably so bearing in mind that he was asked about happenings of 50 years ago) he made this statement apparently without any prompting and as being an important matter which he thought I ought to know; at the time I had not been told anything of the 2 conveyances. I find that his father and he construed the 1920 conveyance in a way which for the detailed reasons set out above I consider to be possible. On his evidence, I conclude that the evidentiary value of the 1920 and 1953 conveyances is at the most that those concerned with the 1920 conveyance thought a right of common of pasture might be attached to the Sands Triangle; and of the actual existence of such a right their evidence is of little or no weight.

That Bockleton Court Farm and the Unit Land happen to be in different parishes is by itself no ground, for my not finding that on evidence of actual grazing for a long enough period from Bockleton Court Farm a right of pasture is established by prescription under the 1832 Act, under a presumed lost grant, or otherwise. But I can treat the substantial and distinctive boundary which exists between such Farm and the Unit Land as negating any such grazing on being "as of right".

The grazing described by Mr Mellings was at the most for 9 years, and in view of what he said about his father's attitude when he left, I decline to infer that there was any similar grazing between 1929 and 1940. Further I am concerned whether a "right of common ... had been actually taken and enjoyed by any person claiming right thereto ..." (see Prescription Act 1832, Section 1); and must therefore be able to identify the right said to have been enjoyed. Mr Mellings made it clear as far as he was concerned, the right his father purported to enjoy was attached to the Sands Triangle, and not to the rest of Bockleton Court Farm.

From the way Mrs Price gave her evidence, I conclude that she had little personal knowledge of what her husband was doing with sheep on the Hill, although she knew that during the war years he had turned sheep out and had sometimes with him seen them pass through one of the gates she mentioned. Her attitude was that because there were gates and it was easy therefore to put sheep on the Unit Land, sheep must have been put on the Unit Land by her husband and before him. Having looked at the gates, I cannot conclude that they must have been put where they are for the purpose of enabling the owners of Bockleton Court to pass animals through them for the purpose of exercising rights over Unit Land. The gates may be where they are so as to provide access to the 200 Yard Strip, to the track just within the Parish boundary, to the old mineral workings, to connect the Sands and the Sands Triangle, or to the track to the north. I am not persuaded by anything Mrs Price said that her husband ever grazed the Unit Land with 50 or any other number of sheep regularly as their son Mr R J Price wished me to believe.

As to his evidence, on all points in which it conflicts with that given by Messrs Heighway and Mr Moseley, I prefer their evidence to his. In my opinion at the gathering at which they were all present the number of sheep having the Price mark was not more than 3 or 4. I am not persuaded by anything which could properly be described as a right over the Unit Land. Sheep from Bockleton Court Farm obviously would from time to time have strayed onto the Unit Land; and on occasions sheep may have been put onto the Unit Land for some temporary purpose. But if they had been put there regularly, he would have remembered distinctly the problems arising with getting them in; and they would have appeared at the gatherings mentioned by Messrs Heighway and Mr Moseley.

Mr R J Price said that his father or his son
 any time during the war years

With hindsight, having heard evidence, it is easy to say that the figures "5,000 sheep, 500 cattle and 100 horses" in the application made at the end of 1967/beginning of 1968 by Mr W G W Price are nonsense. Although he having died can offer no explanation, I cannot disregard his application altogether; it was supported by a statutory declaration made on 19 January 1968 on the printed form in which he says "I ... believe that I am entitled ... to apply for the registration ... of the right of common described in the application." The application appears originally to have been for a right "to pasture on the Brown Clee unlimited numbers of livestock" and the word "unlimited" appears to have been subsequently altered to "5,000 sheep, 500 cattle, 100 horses". Mr Spanner when opening suggested this alteration was made on the advice of somebody who might from what he said be identified; for the benefit of such unnamed person I record there was no evidence that he ever gave any such advice. The provisions of the 1965 Act which require an application to state the number of animals to be entered, have puzzled many people, particularly when the right apart from the 1965 Act, is "not limited by number", and some have mistakenly interpreted these words as meaning the same as not subject to any limitation at all. Bearing in mind that if sheep have been grazed on Bockleton Court Farm to an extent required by the Prescription Act or enough to justify my presuming a lost grant, Mr W G W Price would certainly have known, I ought I think to consider why he made application in this form. I see no reason to assume that he made a clerical error or was careless; I conclude that he did "believe", and that I ought to consider on what this belief might have been based. I think it most probable that he thought 1920 and 1952 conveyances had an evidentiary value which in my opinion (as stated above) they have not. If the Unit Land had been grazed by 50 sheep regularly and continuously (as his son and I think his widow too wished me to believe) his belief would have led him to put that number in the form. I conclude therefore that by signing the application form, he provides some corroboration for the conclusion which I have reached independently of it, that there was never any such grazing as his son after his death (perhaps in good faith and out of respect for his father) attempted to persuade me of.

The evidence of Mr T R Price by itself is quite insufficient to support the right claimed.

I do not accept the view that agricultural land merely because it is in the Parish of Clee St Margaret must have attached to it under some immemorial right a right over the Unit Land. It was not suggested I should modify the registration so as to insert a number of animals appropriate for the Sands Triangle (0.14 of an acre); indeed it is unrealistic to suppose that any such registration would serve any purpose which Messrs Price would consider useful.

On the considerations set out above, my decision is that Objection C.248 wholly succeeds, and I decline to modify the registration either as suggested by Mr Spanner in opening or at all.

As to the registration at Entry No. 38 (Miss and Mr Bradley and Mr Wilson):-

Manor Farm (otherwise Lower House Farm) contained (as I estimate from my copy of the map annexed to the application) about 277 acres (say at least 250 acres). It is a compact area, all near to and east of Abdon Village and west of but not adjoining Brown Clee (the CL 20 Land). It is nearly all west to the road which goes northwards from Cockshutfori.

Mr T R Price said (in effect) Brown Clee (the CL 20 Land) the Clee Liberty (the Unit Land) were open: one common. He remembered Mr T W Bradley farming Manor House Farm when he first came there. He (the witness) took it over in 1940 and farmed it

for 5 years. Part of the farm (OS Nos 16 and 17: 3.926 + 22.410 acres) are in the Parish of Clee St Margaret: the boundary is the Brook. Stock from Manor House Farm went out on Brown Clee. This and Clee Liberty are connected by a narrow strip about 100 yds long, across which there is now a temporary fence.

"If we were sheep short on that side (on the Brown Clee) we went over to the other side (the Unit Land); it has happened 5 times in the summer. Trying to keep sheep in one area; Mr Bradley's sheep are also in a bunch and only crossed the 100 yds strip when they were missing".

Mr T J Bradley said (in effect) he had owned Manor House since 1959; before that his cousin Mr T W Bradley owned it; he was born there and died in 1959 aged 83. The farm is stock rearing with sheep and cattle. Part is on Brown Clee Hill (meaning the lower slopes west of the CL 20 Land). Prior to 1957 the 2 Hills were separated by a fence. OS Nos 16 and 17 have always been part of Manor House Farm. He had used the common for grazing ever since he had been farming. They turned them out on Abdon Burf after they took over the farm in 1947; the sheep go across ever after the 1957 fencing. He had not used it since 1957 because it was overstocked.

Mr E J Heighway said Manor Farm had a right to turn out on Brown Clee (CL 20 Land) not on Clee Liberty (the Unit Land), but he agreed if you had land in Clee St Margaret you might expect to have a right to turn out on Clee Liberty.

Mr D H Heighway said there was a distinct boundary between Brown Clee and Clee Liberty shown by concrete posts but the land around there is flat: there is a fence there now.

CL 20 Land is different from the Unit Land in that it does not extend to the bottom of the Hill (that is does not include much of the area called "Abdon Liberty" on the Register map). From a consideration of the maps and its present appearance I would infer that there has been an inclosure. However this may be, both Rowley and Purton, supra treat Abdon as distinct from Clee St Margaret so that farmers in each can only graze over the common of the other ~~only~~ per cause de vicinage. I find myself somewhat confused about the evidence of the fences between the CL 20 Land and the Unit Land, because it seemed to me on my inspection sheep could go from one to the other quite easily; I shall not I think do any injustice, if I assume that at all relevant times this was always possible. Nevertheless this assumption does not in my opinion provide evidence that they have been one common from time immemorial the appearance strongly against this; in my opinion the CL 20 Land and the Unit Land are not one common, and those at the hearing who said otherwise were I think unaware of the law about so called rights of common by reason of vicinage. Such a right does little more than excuse a claim for trespass when animals entitled to graze on one common stray on another: the right ceases if the 2 commons are effectively divided by a fence. See Halstury Law of England (Fourth Edition 1974) Volume 6 paragraphs 566 et seq. In my opinion a right of common by reason of vicinage is not registrable under the 1965 Act. I conclude that as regards the part of Manor Farm in the Parish of Abdon (the greater part) there are no immemorial rights.

This conclusion is equally applicable to any right which could as a result of actual grazing be acquired under presumed lost grant or by prescription; in my opinion the turning out of sheep on the CL 20 Land cannot be an exercise of a right over the Unit Land; it is no more than some evidence of a right over the Unit Land by reason of vicinage, to which the legal considerations outlined above are applicable.

The situation at Manor House Farm in relation to the CL 20 Land (and to the side of the Hill on the Register map called Abdon Liberty) is such that it is very unlikely that the owner or occupier would put sheep onto the Unit Land by taking them along the road to Cockshutford. Although Mr T R Price and Mr T J Bradley said much more

than is set out in my summary ^{of their evidence} ~~of their evidence~~, they made it clear enough that they never intended me to conclude that they had ever turned out sheep actually on to the Unit Land, and that all they had done was to put sheep on Brown Clee (the CL 20 Land) which sheep almost certainly would at some time in their lives cross over the 100 yds wide strip which divides the CL 20 Land from the Unit Land. This is not enough in my opinion to establish a right over the Unit Land by prescription or presumed lost grant.

As to the 26½ acres of Manor Farm in the Parish of Clee St Margaret, I reject the suggestion that merely because land is in that parish it must have attached to it an immemorial right of grazing over the Unit Land. Notwithstanding that some of the witnesses said things in support of this, none of them considered the consequences of any such universal rule, and there is in my opinion no justification for it either in fact or law. The 26½ acres is not so situated that it would be convenient for anyone to take sheep from there to the Unit Land and there was no evidence that anybody of Manor Farm ever did or ever thought of doing any such thing.

For the above reasons my decision is that Objection No. O.259 wholly succeeds.

As to the registration at Entry No. 8 (Mr William Turner):-

The land to which the right is attached is in 2 pieces, one of about 9 acres and the other of about 30 acres, which are north east and north of the Village and to the west of Marsh Farm Buildings as marked on the Register map.

Mr T R Price said (in effect):- For Marsh Farm there was a right to turn out. He had seen stock of Mr William Turner; he (Mr Turner) left about 10 or 12 years ago to go to Heath.

Mrs W A Rowson said (in effect):- Mr William Turner was her father. He went to Marsh Farm in 1933 when she was 6 years old; he was then a tenant and it was then 96 acres; they had sheep, cattle and horses. One (field) was taken off reducing the holding to 84 acres. They used the Unit Land during the summer months, from when he had weaned the lambs, from about now (23 June) until September; not every year until the time they left (1954); particularly the years before during and immediately after the war she helped her father with the ewes; each year about 50 or 60. They left Marsh Farm in 1954, he sold part of the farm retaining 2 fields (the 9 acres and 25 acres). Both were bought from the same Estate as the rest of Marsh Farm; in 1951 (when they bought it all including both pieces). When they left in 1954 "we kept these 2 pieces because they adjoined the farm we were going to and also for the purpose of keeping the Hill rights". Up to 1950 the north piece (the 25 acres) were in the occupation of Mr Charles Leug; it became vacant on his death in 1950. After the sale her father continued to take out sheep but not so many probably about 20. He did this until about 1962; but in 1963 he had pneumonia, so he sold his sheep. He gave up grazing on the Unit Land in 1962 because the sheep were sold. He became too ill and a specialist advised him and he retired.

Mr E C Heighway agreed that there was a right attached to Marsh Farm to turn out on the Unit Land.

Mr G H Moseley said that he bought Marsh Farm in 1959.

At Entry No. 17 the right attached to Marsh Farm to graze 340 sheep and 17 cattle is registered, and such registration is now final. That there is and was before the date of the registration a right attached to Marsh Farm was not disputed by anyone, and indeed cannot now be disputed by reason of a finality of Entry No. 17, see section 10 of the 1965 Act. The contention on behalf of Mrs Rowson and her

co-executor was (as I understood it): because there was a right attached to Marsh Farm and because the 2 pieces (9 acres and 25 acres) were at one time part of Marsh Farm the propriety of the registration now disputed Entry No. 8 is established.

I am in some difficulty in relation to this contention because apart from Mr Turner's application and the plan attached to it, I have no documents at all. From Entry No. 17, I infer that Marsh Farm at that time was about 85 acres; this I cannot reconcile with the 84 acres mentioned by Mrs Rowson as including the 9 acre piece.

As I understood Mrs Rowson, the 25 acre piece was only effectively part of Marsh Farm from 1950 when the tenant died until 1954 when Mr William Turner left.

From the situation of the buildings of Marsh Farm as shown on the Register map, I infer that some or all of the land surrounding have enjoyed a right to graze on the Unit Land from time immemorial, and that it is with such a right I am now concerned.

When land to which such a right is attached is divided in the absence of some express agreement between those concerned, the right must either be retained wholly by one of the parts or apportioned in some way; I accept the view that in the absence of agreement or special circumstances the apportionment should be in accordance with the area, but much may depend on the right and the circumstances. If an ancient farm is divided into 2 distinct farms which are thereafter continued as 2 distinct agricultural units, an apportionment according to area may be obvious; if from a farm which is a distinct agricultural unit a field is detached, such an area of apportionment might in relation to the field produce an agricultural nonsense, and there is I think no legal principle which requires me to do this. Nor can an immemorial right attached to a farm to which from time to time fields are added or subtracted in my view properly be treated as attached to the farm as it may be from time to time.

So as to an apportionment to be implied by law from the circumstances and in the absence of any express agreement, I consider that the 25 acre piece because it was only part of Marsh Farm for about 4 years should be disregarded altogether. And as regards the 9 acre piece, because it is more remote from and not conveniently situated in relation to the Unit Land than the 70 acres or more being the remainder of Marsh Farm, I consider that the 9 acres should take nothing.

But I have Mrs Rowson's above mentioned statement as to her father's intention in retaining these pieces when in 1954 he sold part of the Marsh Farm. He could when he sold have made some agreement as to the future of the immemorial rights attached provided that the burden of the right over the Unit Land was not thereby increased; but any such agreement if it was otherwise than what would be implied by law from the circumstances would in my opinion have created a new interest in the land, and such interest in land can only be validly created by some writing signed by the person creating it, see sections 53 and 54 of the Law of Property Act 1925; no such writing was produced.

As I understood Mrs Rowson, her father's idea was that he might somehow as owner of the 9 acre piece be able to use it as an excuse of putting sheep from his adjoining and newly acquired lands at Heath onto the Unit Land; if he had made an agreement with the purchaser of Marsh Farm to this effect it would unavoidably have increased the burden on the Unit Land and would for that reason have been inoperative. The 6 years use he made of the 9 acre piece in exercise of the right which he contemplated (mistakenly as I have said) that he had acquired as a result of his intentions, is too short to establish the right by prescription.

For the above reasons my decision is that Objection No. O.234 wholly succeeds.

As to the registration at Entry No. 40 (Mr W G Howells):-

The land to which this right is attached (Inkeridge) is according to the Register a little under 8 acres north west of the Village and about $\frac{1}{2}$ mile west of the west corner of the Unit Land.

Mr T R Price said (in effect):- He knew Mr W G and Mr T W Howells very well. They have always had a large number of sheep up there (meaning Brown Clee). He agreed that in 1935 they were farming 2 farms Boundary Gate and Earnstrey Hill, but thought they bought Boundary Gate afterwards. From Earnstrey Hill they would go from Brown Clee (the CL 20 Land) to Clee Liberty (the Unit Land): as all one common. He remembered Inkeridge being sold and thought Mr Howells bought it "on account of the turn out (on Clee Liberty)"; there was a temporary fence 4 years ago, but before that it was all one.

Mr T W Howells who was born in 1934, in addition to producing the documents above mentioned (from which I conclude that his father became the owner of 4.157 acres of Inkeridge on 29 September 1951) said (in effect):- He was farming in partnership with his brother under the name of W G Howells and Son, (a) Boundary Gate and Earnstrey Hill, 75 acres, (b) a woodland holding 50 acres, (c) Monkeys Fold (rented from the Boyn4Estate) 44 acres, and (d) Inkeridge. Before they purchased Inkeridge, from Boundary Gate and Earnstrey Hill they turned out sheep on Brown Clee (the CL 20 Land) and they roamed into Clee Liberty (the Unit Land).

Monkeys Fold used to be all open. When his father purchased Inkeridge "he got a stronger right". Since his father purchased Inkeridge he (the witness) had turned out every year. His father went to the meeting on 30 April and 20 May 1965 of the "Strakers Hoat" and had his application to join the Commoners Association returned to him. His father had been grazing the Clee Liberty since 1922; he (so the witness understood) got sheep up before he was married.

Then in answer to questions by Mr Herbert, Mr T W Howells made it clear that before 1951 the sheep he put out were put out at the north end of the CL 20 Land (opposite Earnstrey Hill and Boundary Gate) and afterwards addition through a gate in the west corner of Monkeys Fold, the position of which gate he marked on my copy of the Register map.

By the 1918 conveyance there was conveyed: "FIRST ALL THOSE FIELDS ... 4 acres and 29 perches together with the barn and other buildings ... AND SECONDLY ALL THOSE three fields ... called Barn Meadow formerly in one field (afterwards in two fields) known as The House Meadow (a house and barn having formerly stood thereon) ... about 2 acres 2 roods 16 perches ... AND ALSO all right of Common of pasture or Turbarry and other commonable rights on the Brown Clee Hill and elsewhere belonging and appertaining to the said land and hereditaments or any or either of them ...". The notice advertising the July 1951 sale of "Inkeridge" included the words: "The Owner of this Land has a right to turn stock to the Brown Clee Hill".

In my opinion the notice is not by itself evidence of the ownership of any such right; it does no more than suggest that in proving his ownership of the 4.157 acres to be offered for sale by auction, the vendor will additionally prove ownership of the right. I can therefore give the 1951 notice no greater evidentiary value than the 1918 conveyance. Mr Spanner when producing the 1951 conveyance said it was relied on only as evidence of Mr W G Howells becoming the owner in succession to Mr E Matthews, so I assume that on the sale Mr Matthews in support of the rights expressed to be conveyed offered no evidence by himself or anyone else additional to the 1918 conveyance.

I accept the 1918 conveyance as evidence that the right thereby expressed to be conveyed existed as therein described. But it is to be noted the 1918 conveyance does not also include (also the 1951 conveyance did not include) all the land described as Inkeridge in the application made by Mr W G Howells or in the Register; the application map showed OS Nos 141, 145, 147, 148 and 149 totalling 7.842 acres; the lands first described in the 1918 conveyance have an area of 4.157 acres; it was not suggested that there are any rights attached to the 7.842 acres or that such acres are truly part of Inkeridge. Further in relation to the 4.157 acres, the 1918 conveyance is not cogent evidence of any right because the description lacks precision; the right might as well apply to Barn Meadows; the inclusion of "Turbary" would more sensibly be applicable to the house that formerly stood thereon than to the "barn and other buildings" mentioned being on the 4.157 acres. Generally the words used suggest that the persons were concerned were uncertain as to the existence or nature of the right being dealt with.

The cogency of the 1918 conveyance therefore depends on how far if at all Mr Matthews, Mr W G Howells ~~as~~ his successor, took possession under it of the right which is now claimed was thereby conveyed to him. There was no discussion at the hearing as to how such right could have originated; I shall assume (as being favourable to him) that am looking for some such immemorial right such as I have (as above mentioned) concluded was the subject of the majority of the registrations which have now become final.

I had no evidence of Mr Matthews being in possession of any right. In considering whether Mr Howells ever took possession, the distances from each other the various farms mentioned by Mr T G W Howells are significant. Earnstrey Hill and Boundary Gate are near to the north end of the CL 20 Land. From this end the gate by Monkeys Fold through which Mr Howells said the sheep were put with a view to their grazing on Clee Liberty, is more than $1\frac{1}{2}$ miles away in a straight line (more if the sheep are taken by road). This gate is near the north corner of the Unit Land and is in a direct line more than $1\frac{1}{4}$ miles from the entrance to the Unit Land nearest to Inkeridge; more if the sheep are taken either only on the Unit Land or only by road. And then Inkeridge is about $\frac{1}{2}$ mile from such entrance.

In considering whether Mr Howells, by acquiring Inkeridge got "a stronger right" I shall assume that there is (as seems likely) a right attached to Earnstrey Hill and Boundary Gate to graze on the CL 20 Land. I reject for the reasons I have already given the suggestion that the CL 20 Land and the Unit Land are for any now relevant purpose one common, although there may be rights over each by reason of vicinage. If Mr Howells by getting "a stronger right" meant that he could thereby acquire a right to prevent the erection of a fence dividing the 2 commons or to insist that his sheep whether from Inkeridge or anywhere else could go across the boundary, he was I think mistaken. I cannot imagine how any right such as could now be attached to Inkeridge could confer on Mr Howells any such strengthening.

To be relevant to this case the right said to have been possessed by Messrs Howells must be reasonable in relation to Inkeridge. To graze sheep from Inkeridge on the Unit Land by putting them through a gate at the east corner of Monkeys Fold is unreasonable. To exercise a supposed right to graze from Inkeridge by putting sheep onto the CL 20 Land in numbers appropriate to the exercise of a grazing right attached to Earnstrey Hill and Boundary Gate over the CL 20 Land, in the expectation that they will move to the Unit Land is unreasonable; so to exercise a right attached to Inkeridge would overcharge the Unit Land and also prejudice the other commoners, by making it practically impossible to regulate the right.

Further the number of animals claimed (80 sheep and 5 cattle) in relation to 4.157 acres of Inkeridge is unreasonable; as also are the numbers mentioned by Mr T W Howells in his evidence.

That Mr W G and Mr T W Howells may have mistaken the law is irrelevant if what they did could lawfully be regarded as the exercise of a right as now claimed as attached to Inkeridge. But at the conclusion of the evidence it was clear to me that they had never done any thing which could properly be so regarded. I had no evidence at all as to what they did on or from the 4.157 acres of Inkeridge; the sole purpose of the purchase in their minds was (as I understood Mr T.W Howells) to justify some grazing which they hoped to do more than 2 miles away.

In my opinion neither Mr W G Howells nor any person claiming under him (I have no evidence that there was any such person other than his sons) ever took possession under the 1951 conveyance of any right could possibly become within words above quoted from the 1918 conveyance. This cast serious doubt on the evidentiary value of the 1918 conveyance as showing the existence of any such right as is now claimed. In my judgement the 1918 conveyance by itself with this doubt, is not enough to establish the claim. My decision is that Objection No. 0.261 wholly succeeds.

During the second part of the hearing in the absence of Mr Spanner, I dealt with the remaining registrations, No. 4 (Mr K and Mrs E S Higgins), No. 9 (Mr E Duce), No. 11 (Mrs B M Neville), No. 26 (Mr L R J Cooper), No. 29 (Mr H James), No. 34 (Mr T F Griffiths), No. 35 (Mr E S Higgs) and No. 37 (Mr T and Mrs V Williams).

*miles
to
Buck
12 Dec 1978*

Mr Hobson produced requests to a Commons Commissioner to refuse to confirm the registrations: by Mr L R J Cooper as the present owner of the land indicated at Entry No. 9, ~~and as the applicant Entry No. 25~~ and by Mr T Griffiths in relation to Entry No. 34. The grounds of the relevant objections (Nos 0.235, ~~0.250~~ and 0.255) are "that the rights do not exist at all". My decision is accordingly that these Objections wholly succeed.

As regards Entry No. 4, the grounds of Objection No. 0.61 are "that the right does not exist at all". Mr Hobson said:- He had been in touch with Mr Higgins and understood from him that he did not wish to sign any paper about the registrations; the land to which the alleged right is attached is about 10 miles from Clee St Margaret. In the absence of any evidence supporting the right, my decision is that the Objection wholly succeeds.

As regards Entry No. 11:- The grounds of Objection No. 0.237 are: "that the rights should comprise fewer animals, 14 sheep, one cattle and/or horse" (the register is for 12 sheep, 12 cattle, 12 ponies and 12 pigs). Mr Hobson produced a request dated 8 September 1977 signed by Mrs Brenda M Neville requesting the Commons Commissioner to confirm the registration with the modification in accordance with the objection. My decision is that the Objection succeeds with the result contemplated.

*miles
to
Buck
12 Dec 1978*

INSERT New Paragraph set out in Appendix on page 19.

As to Entry No. 29:- The grounds of Objection No. 0.253 are: "that the right does not exist". In a letter dated 15 June 1978 Mr A A Harper of Burr House, Abdon says:- "My wife Mrs D H Harper is the owner of the land and when it was purchased in November 1968 we were aware that the Vendor had applied for common rights ... a Mr C Clarke was the owner of the land adjoining the plot and when his application went forward ... my wife's land was inadvertently included. All we require is a right to graze 3 horses on the common and I apply on my wife's behalf to ask you to attach these rights to field No. 183 OS Map without any detriment to Mr Clarke's registration". Mr Hobson said:- Mr Harper had, so he understood purchased from Mr James; the registration of Mr Clarke which is at Entry No. 42 (being undisputed) has become final and the land referred to in it includes that referred to in Entry No. 29. Because registration at Entry No. 42 has become final and I have no jurisdiction to alter it; I have no papers relating to it, but the Register shows it to be of a right to graze 100 sheep, 20 cattle and 10 horses (large enough to include the 40 sheep and 2 ponies claimed at Entry No. 29). All I am concerned with

is the propriety of Entry No. 29. In the absence of any evidence, I can only conclude that it should not have been made. It may be that Mrs Harper can come to some arrangement with Mr Clarke under which the benefit of Entry No. 42 will somehow be divided between the land owned by Mr Clarke and that owned by Mrs Harper; however this may be, the 2 Entries cannot both stand. My decision is that Objection No. O.253 wholly succeeds.

As to Entry No. 35:- The registration made on the application of Mr E S Higgs is of a right attached to Tuffley House to graze 200 sheep. Mr Hobson said that this right is included in the registration at Entry No. 22 made on the application of Mr J R Jones of a right attached to Bush Farm to graze 300 sheep and 50 cattle; this registration is now final. Mr M R Jones of Bush Farm said (in effect):- He now owns the 2 fields on both sides of the land referred to in Entry No. 35 as Tuffley House (it is a comparatively narrow strip); these fields are included in the land referred to in Entry No. 22; their Solicitors are arranging for the right registered at Entry No. 22 to be apportioned between Tuffley House and Bush Farm: he will certainly agree to such apportionment, so I can properly refuse to confirm the registration at Entry No. 35. I am not concerned with the exact terms of the arrangement between Mr J R Jones and Mr E S Higgs or their successors: for my purpose it is enough that no person attended to support the registration of Entry No. 35, and I accordingly conclude that it should not have been made. Although the grounds of Objection No. O.256 are: "that the right comprises fewer animals, 40 sheep and 2 cattle or horses", in view of what was said by Mr Hobson and Mr M R Jones, I shall treat these grounds as amended so as to put in question the existence of any right.

As to Entry No. 37, the grounds of Objection No. O.258 are: "that the right does not exist". In a letter dated 17 May 1977 L N Greenall (Ludlow) Ltd said (in effect) that they had checked the registration of T and V Williams and "it would seem that the registration was made in error". Mr Hobson said that the registration was so he understood against "the wrong common". However this may be in the absence of any evidence my decision is that the Objection wholly succeeds.

For the reasons set out above, I refuse to confirm the registration at Entry Nos 4, 8, 9, 24, ~~28~~ 29, 34, 35, 37, 38, 40 and 44 and I confirm the registration at Entry No. 11 with the modification in column 4, for the words "graze 12 sheep, 12 cattle, 12 ponies and 12 pigs" there be substituted "graze 14 sheep, one cattle and/or horse"

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.

For Schinckel's list over

and I confirm the registration at Entry No 26 with the modification in column 4 for the words "graze 50 sheep, 5 cattle and 5 horses" to be substituted "graze 28 sheep and 1 cattle or horse".

*Corrected
as per Bader's letter
12 Dec 1978*

FIRST SCHEDULE
(Final Registrations)

Entry No	Applicant	Right (as finalised)	Attached Land	Notes
1 47	Mrs M E Ker	50 sheep	Land in Clee St Margaret as on plan ^{map}	
2 49	Mrs J Hodge transferred to Professor and Mrs O H Phillips	4 sheep or one beast	Mount Pleasant Cottage, Clee St Margaret	Original registration 25 sheep, 2 ponies, 5 goats and 5 geese
5 51	Mr J Turner	165 sheep and 8 cattle or horses	Boot Farm	
6 52 73	Mr W A Bengry	72 sheep and 4 cattle or horses	Land in Clee St Margaret as on plan	Original registration 150 sheep, 12 horses and ponies and 6 cattle
7 51	Mr W Morris	575 sheep and 25 cattle	Tana Leas Farm	
12 54 73	Mrs E and Mr D J Parker	294 sheep and 15 cattle or horses	Meadow Farm	Original registration 280 sheep, 11 cattle and 11 horses
13 51	Mr W A Barker	2 ponies	Land as on plan	
14 55 73	Mr A Kelly	66 sheep and 4 cattle or horses	Brookstank	Original registration 50 sheep, 10 cattle and 10 horses
15 56 75	Mr E J Heighway	244 sheep and 35 cattle or horses	Glebe Farm and other land as on map	Original registration 244 sheep, 13 cattle and 9 horses
16 57 73	Mr E J Heighway	208 sheep and 11 cattle or horses	New House Farm	Original registration 200 sheep, 10 cattle and 5 horses

Entry No	Applicant	Right (as finalised)	Attached Land	Notes
17 58 73	Mr G H Moseley	340 sheep and 17 cattle or horses	Marsh Farm	Original registration 340 sheep, 17 cattle and 12 horses
18 51	Mrs G M Aprea	5 sheep and turbary	The Pound	Noted is a transfer dated 17 July 1970 to Mr and Mrs P T Hobson
20 60 73	Mr C Mancaster	15 sheep and 1 cow cattle or horse	Land as shown on map	Original registration 25 sheep or 4 cows or 4 horses
21 61 73	Mr E A E Duce	250 sheep and 13 cattle or horses	Land as on map	Original registration 20 cattle, 250 sheep and 10 horses
22 62 73	Mr J R Jones	320 sheep and 16 cattle or horses	Bush Farm	Original registration 300 sheep and 50 cattle
23 63 73	Mrs D M Gibbons-Turner	16 sheep and one cattle or horse	Fort St Margaret	Original registration turbary and 11 sheep
25 64 73	Mrs H M Duce	28 sheep and 2 cattle or horses	Upper Norcott	Original registration 25 sheep, 5 cattle and 5 horses
27 65 73	Mr F E and Mr T G Bowers	60 sheep and 3 cattle or horses	The Yeld	Original registration 100 sheep, 10 cattle and 10 horses
28 66 73	Mr A E Wall	50 sheep and 3 cattle or horses	Brook House and other land as on map	Original registration 50 cattle, 500 sheep, 20 pigs and 50 horses

Entry No	Applicant	Right (as finalised)	Attached Land	Notes
30 51	Mr A W Heighway	100 sheep	Land as on map	
31 51	Miss C M Caler	30 sheep	Land as on map	
32 51	Mrs H E Wheelwright	44 sheep, 3 cattle and one horse	Furlong Cottage	
33 67 73	Mr J W Timms	8 sheep and one cattle or horse	The Flough, Heathamgate	Original registration (1) grazing 2 ponies, one cow and calf and 10 sheep (2) mushrooms and bilberries (3) bracken (4) firewood (5) sporting rights (6) fish and ven st. etc (7) turf
36 68 73	Mr J Powell	40 sheep and 2 cattle or horses	Burnt House	Original registration 500 sheep
39 69 73	Mrs E M Massey	32 sheep and 2 cattle or horses	Ford House	Original registration 10 cattle, 500 sheep and 20 geese
41 70 73	Mrs G M Mansell	112 sheep and 6 cattle or horses	Lower Farm, Cockshutford	Original registration 120 sheep, 80 cattle and 10 horses
42 71 73	Mr C Clarke	40 sheep and 2 cattle or horses	Land as shown on map	Original registration 100 sheep, 20 cattle and 10 horses
43 73	Mr J F Radmore	10 horses 10 cattle and 100 sheep	Lower Brook House and the Thrift	
45 51	Mr N J and Mrs D L Parkes	50 sheep	Batch Farm, Cockshutford	

SECOND SCHEDULE

(Registrations disputed at the first part of the hearing)

Entry No	Applicant and date of application	Attached Land	Objection No., date and grounds	
8	Mr W Turner 22 May 1968	To graze 160 sheep, 10 cattle & 5 horses	(1) about 9 acres of land north west of the Village of Clee St Margaret and (2) about 30 acres of land north of the Village and about 150 yds from the 9 acres.	0.234: 22 July 1972; "that the right does not exist"
24	Mr W G W Frice 1/12/67 19 January 1968	To graze 5,000 sheep 500 cattle & 100 horses	(1) Bockleton Court Farm of about 343 acres adjoining the south side of the Unit land including; Thorrwell between about 40 and 50 acres on the east; and (2) Bark House Farm about half the size on the south side of the road from Stoke St Milborough to Burwarton.	0.248: 22 July 1972; "that the right does not exist"
38	Miss D Bradley, Mr T J Bradley, & Mrs B D Wilson 11 December 1969 11, 13 December 1969	To graze 165 sheep	Manor Farm (otherwise Lower House Farm) and of about 177 acres.	0.259: 22 July 1972; "that the right does not exist"
40	Mr W G Howells 8 December 1969	To graze 85 sheep & 5 cattle	Inkeridge; 5 fields a little under 3 acres altogether.	0.261: 22 July 1972; "that the right does not exist"

Dated the 3rd day of October 1978

a. a. Baden Fuller

Commons Commissioner

CORRECTED: (A) by deleting from the fourth paragraph an

page 13 "and as the applicant Entry No 26" and "0.250"; (B) by inserting the appended new paragraph between the sixth and the last paragraph on page 13; (C) by deleting from line 2 of the penultimate paragraph on page 14 "26" and (D) by adding at the end of such paragraph "and I confirm the registration at Entry No 26 with the modification in column 4 for the words "graze 50 sheep, 5 cattle and 5 horses" there be substituted "graze 28 sheep and 1 cattle or horse"

APPENDIX

(new paragraph)

As to Entry No 26 :- The grounds of objection No 250 are "The right does not exist" ~~the~~.

Mr Hobson produced a request dated 2.9.77 signed by Mr L J R Cooper (the applicant for the registration) and by himself (as chairman of the Commoners Association) that the registration be confirmed with the modification that in column 4 for "50 sheep, 5 cattle and 5 horses" read "28 sheep and 1 cattle or horse". I consider that

I should give effect to this agreed request and my decision is therefore that the objection succeeds but only to the ~~extent~~ extent agreed.

a a. Baden Fuller

Commons Commissioner

12 December 1978