



COMMONS REGISTRATION ACT 1965

Reference No 27/U/25

In the Matter of Rochester Village Green,
Rochester, Tynedale District, Northumberland

DECISION

This reference relates to the question of the ownership of land known as Rochester Village Green, Rochester, Tynedale District being the land comprised in the Land Section of Register Unit No VG. 3 in the Register of Town or Village Greens maintained by the Northumberland County Council of which no person is registered under section 4 of the Commons Registration Act 1965 as the owner.

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

I held a hearing for the purpose of inquiring into the question of the ownership of the land at Hexham on 3 May 1976. At the hearing, Mr Corbett was represented by Mr A E Charlesworth, solicitor of Wilkinson Marshall Clayton & Gibson, Solicitors of Newcastle upon Tyne.

The land ("the Unit Land") comprised in this Register Unit on a modern OS map (25.34 inches = 1 mile) is all numbered 188 and marked as containing 1.997 acres; on it there is a building marked "Peel". This building ("the Peel") is within the green verge line referred to in the Register as the boundary of the Unit Land. Mr Charlesworth claimed that Mr Corbett owned the Peel and the part of the Unit Land hatched blue on a plan produced by him, being the part west of a line approximately straight and approximately the same as that obtained by producing in either direction the line of the outside of the west wall of the Peel.

Mr Corbett in the course of his evidence, produced a conveyance dated 5 April 1955 by which Mr R S G Thompson and his mortgagee conveyed to him (Mr Corbett) "ALL THAT piece or parcel of Land...containing...(194.738)...acres or thereabouts together with the farm house and buildings erected on part thereof and known as Rochester Peel Farm which said piece of land is more particularly described in the First Schedule hereto and delineated on the plan annexed and thereon coloured round with red...". The First Schedule contains six OS Numbers; 127, 179, 186, 187, 184 and 192, all described as "Permanent Pasture" and with their respective acreages adding up to 194.738.

Mr Corbett said (in effect): He had lived in the area all his life; he was born in the Peel. He became a tenant of Rochester Peel Farm in 1952, and subsequently purchased it (under the 1955 conveyance). He resides at Dyke Head Farm, and has farmed the two farms together. When he purchased Rochester Peel Farm, the Peel



was the farmhouse of Rochester Peel Farm, although at the time it was let to Mrs Little; after the purchase Mrs Little paid her rent to him and continued to do so until 1971 when she left; after this the Peel has been "mainly empty".

Two days after the hearing, I inspected the Unit Land. It is for the most part bounded by dry stone walls, and the walls of cottages and of farm buildings. It is crossed by a made up road (apparently a highway) entering the Unit Land across the south side and leading from the main A68 road which is about half a mile away, and leaving the Unit Land near its northeast corner and from there becoming rougher and leading to other farms. Apart from the Peel, the said road and some hard standing in front of the cottages and some of the other buildings, the whole of the Unit Land is grass. On my inspection I felt no difficulty in accepting Mr Corbett's statement that the Peel was the farmhouse of Rochester Peel Farm; at first sight it looks like an ordinary farmhouse (rather small); but a closer examination shows that it has only one door and fewer windows than usual and that its walls are immensely thick (Mr Corbett said that there is only one room downstairs with a pantry place and two bedrooms upstairs; it is I suppose like many other Peel houses or Peel towers save that it apparently has electric light and there is no sign of access to the first floor being now only obtainable from outside). If no part of the Unit Land surrounding the Peel is in the same ownership as the Farm (including the Peel) the appearance suggests that the owner must be entitled to rights of way across the Unit Land from the Peel to the highway, to the three entrances to the farm buildings south of the Unit Land, to the toilet, and to the three or four gates leading to farm fields; although so numerous rights of way could in law exist, on appearance alone, it is likely that some part of the Unit Land surrounding the Peel would be in the same ownership as that of the Farm and the Peel. But on appearance alone it is impossible to guess what part, for there is nothing visible to suggest where the boundary might be.

All the words of description in and all the plan annexed to the 1955 conveyance cannot be correct because if the land conveyed is limited to the OS nos (treating such numbers as corresponding to the modern OS map), the "farm house" cannot be "erected on part thereof", and the boundary near the Peel cannot be a nearly straight line as drawn on the plan. In accordance with the legal principles associated with the legal maxim: "falsa demonstratio non nocet", I must determine which of the conflicting descriptions should be regarded as decisively indicating the intention of the parties.

The plan annexed to the conveyance appears to be a tracing of the OS map (6 inches = 1 mile) with the addition of OS nos taken from a different OS map (25.34 inches = 1 mile; but not a modern edition, because the areas are not the same), and with other additions too. The maps (particularly those 6 inches = 1 mile) are difficult (as I found when I inspected the Unit Land) because the cartographer has attempted to show on the same map the line of the old Roman walls (or the ruins of them or the banks supporting them), the position of the Peel, and the line of the modern walls and buildings; I conclude that the draftsman of the 1955 conveyance mistakenly omitted from the Schedule any description of part of the Unit Land, and that under the plan and the other words of description the conveyance should be read as conveying so much of the Unit Land as it west of the line drawn on the conveyance plan.



In the absence of any contention to the contrary by the Parish Council (they being under the 1965 Act the persons most concerned to dispute any claim of Mr Corbett), I consider that I should act on the conclusion set out above. I am therefore satisfied that Mr Corbett is the owner of the part of the Unit Land west of the line ("the Specified Line") hereinafter defined and I shall accordingly direct the Northumberland County Council under section 8(2) of the 1965 Act to register Mr Lawrence Corbett of Dyke Head, Rochester, Northumberland as the owner of the part of the Unit Land west of the Specified Line and I shall in such direction define the Specified Line as meaning the line which runs approximately north-south, and which comprises (a) the line of the outside of the east wall of the Peel, (b) the straight line joining the southeast corner of the Peel to the northwest corner of the farm building which is south of and adjoins the land and which has three doors painted green opening onto it and (c) the straight line joining the northeast corner of the Peel to the point where the stone wall which starts near two modern gates not far from the old Roman gateway, after running about 18 yards towards the east turns at right angles towards the north.

I have in this decision assumed that the site of the Peel is included in the Unit Land. The description of the Unit Land in the Register is twofold: (1) "piece of land called Rochester Village Green", and (2) "as marked with a green verge line inside the boundary on...the Register map"; although the Peel may be within (2), I feel some doubt whether it is within (1), and it may be that here again a question may arise as to the application of the legal principles above referred to. I have no jurisdiction to determine this question, but I record that my decision as to ownership is intended to be applicable whether or not the Peel and the site of it, is or is not comprised in this Register Unit.

As to the remainder of the Unit Land, Mr Corbett said that all the Unit Land was grazed with a few sheep by Mr Dixon who is a nearby farmer and he understood for this he paid £1 a year to the Parish Council. There is a wooden notice board on the east wall of the Peel, almost entirely illegible but which seemed (so far as I could read it) to indicate that the Parish Council might prosecute persons who misused the recreation ground. These matters, in the absence of additional evidence by the Parish Council are I think insufficient to establish their ownership. I am therefore not satisfied that any person is the owner of this part (the Remainder) of the Unit Land, and I shall accordingly direct Northumberland County Council as registration authority under section 8(3) of the Act of 1965 to register Rochester Parish Council as the owner.

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 14th day of May —

1976

a. a. Baden Fuller

Commons Commissioner