COMMONS REGISTRATION ACT 1965

Reference Nos. 206/D/303 to 307 inclusive

In the Matter of Trehudreth Downs
Blisland, North Cornwall District,
Cornwall

DECISION

These 5 disputes relate to the registrations at Entry No. 1 in the Land Section and at Entry Nos. 1, 2, 3, 8, 9, 10, 13, 18, 19, 24 (formerly 6), 25 (formerly 14), 28 (formerly 4), 29 (formerly 7), 30 (formerly 17) and 32 (formerly 20) in the Rights Section of Register Unit No. CL 142 in the Register of Common Land maintained by the Cornwall County Council and are occasioned by Objection No. X 375 made by Mr Charles Cawrse and noted in the Register on 12 November 1970, by Objection No. X 1271 also made by Mr [illegible] Cawrse, and Objection Nos. X 1369 and X 1370 made by Blisland Commoners Association and all noted in the Register on 2 January 1973.

I held a hearing for the purpose of inquiring into the disputes at Truro on 3 July 1979. At the hearing (1) Mr Charles Cawrse was represented by Mr C Nichols, solicitor of W J Glanville and Co, solicitors of Newquay as agents for Peter & Sons, solicitors of Launceston; (2) Blisland Commoners Association were represented by Mr V K Leese, solicitor of Stephens and Scown solicitors of St Austell; (3) Cornwall Commoners Association on whose application the Land Section registration was made, were also represented by Mr Leese; (4) and (5) Mr C R J Bate and Mr E R Cornelius, the applicants for Rights Section Entries Nos. 10 and 18, were represented by Mr M C Culver, solicitor of Coningsbys, solicitors of Bodmin; (6) Mr A C T Runnalls the applicant for Rights Section Entry No. 19 and his successor in title Mr John Cooper were both represented by Mr John G R Romary of Pethybridges, solicitors of Bodmin; (7) Mr E D Roose the applicant for Rights Section Entry No. 13 was part of the time present in person and part of the time represented by Mr Romary; (8) Mr A C Fairman of South Penquite Farm, Bodmin as successor in title of Mrs M F M Williamson who was the successor in title of Mrs Minie Eileen Rayner on whose application Rights Section Entry No. 9 was made, was present in person and as representing his wife Mrs Edna May Fairman; (9) Mr Michael Sidney Warwick Rich the applicant for Rights Section Entry No. 32, was present in person. All the above named persons being agreeable, I adjourned the proceedings.

I held the adjourned hearing at Bodmin on 13 November 1979. At this hearing (1) Mr Charles Cawrse was represented by Mr J C Bradley, solicitor of Peter & Sons, Solicitors of Launceston; (2) Blisland Commoners Association and (3) Cornwall Commoners Association were represented by Mr V K Leese as before; (4) Mr C R J Bate and (5) Mr E R Cornelius were represented by Mr M C Culver as before; (6) Mr A C T Runnalls and Mr J Cooper and (7) Mr E D Roose were represented by Mr Romary as before; (8) Mr A C Fairman and Mrs E M Fairman were present in person; (9) Mr M S W Rich was represented by Mr V K Leese (before he appeared in person); and (10) Miss Grace Evelyn New the applicant for Rights Section Entry No. 2, (11) Mr Ernest Rowe the applicant for Rights Section Entry No. 3 were both also represented by Mr Romary; and (12) Dr and Mrs Murray Leslie as successors of Miss V L B Runnalls the applicant for Rights Section Entry No. 1 were also represented by Mr Leese.

The land ("the Unit Land") in this Register Unit is a tract containing (according to the Register) about 215 acres. It is approximately square (sides of about $\frac{1}{2}$ or $\frac{2}{3}$rds of a mile) with a strip ("the North Strip") about 150 yards wide projecting for about $\frac{1}{4}$ of a mile from its north corner. Along its southeast side it adjoins the main Launceston-Bodmin road (A30), from which it is accessible through a gate. Along its northeast side up to but not including the North Strip it adjoins and is everywhere open to Greenbarrow Downs (Register Unit No. CL 144) containing (as I estimate from the map) about 100 acres. Along the northeast side of the North Strip it adjoins Newton Downs (Register Unit No. CL 143) containing (similarly estimated) about 35 acres. Adjoining the opposite side of Greenbarrow Downs and Newton Downs is Manor Common a tract containing (similarly estimated) over 300 acres. The registrations in the Unit Land Rights Section are summarised in the first second and third columns of the First Schedule hereto. The grounds of Objection No. X 375 are:- "(a) I am the freeholder and there are not any rights of common over Trehudreth Down. No one has claimed any rights before Mr Digory Langford and Mr Charles Cocks, both of Poldue, who grazed, paid for their grazing. The last payment was made about 1916 by Mr Cocks. (b) The land was not common land at the date of registration." By reason of this Objection all the Rights Section registrations are in question, see section 5(7) of the 1965 Act. The grounds of Objection Nos. X 1271, X 1369 and X 1370 are summarised in the fourth column of the said Schedule.

At the beginning of the hearing Mr Bradley and Mr Leese referred to a transcript of evidence given in February 1927 in proceedings in which the plaintiff was Mr Chapman and the defendant was Mr Claudius Clarendon Roose (a predecessor in title of Mr Ernest Rowe: Rights Section Entry No. 3, Penstroda), and to a note of the judgment which was to the effect that Mr Roose was not entitled to any right of turbary but had a right of grazing, the question of the number of cattle if not agreed to be referred to the Judge. Mr Bradley said that there never was any agreement and never any reference, and it seemed that having read the transcript of evidence the Judge as a matter of law decided that the Unit Land was common and that Mr Roose had common rights; he suggested that I adjourn the proceedings, read the transcript and note during the adjournment and then express an opinion about them. Mr Leese mentioned that he had other documents.

After some discussion, I refused to express a preliminary opinion as to the documents of either party but I adjourned the proceedings so that Mr Bradley could see Mr Leese's documents.

On resuming Mr Bradley on behalf of Mr Cawrse withdrew Objection No. X 375 in its entirety, so that I could proceed with the hearing as if such Objection had never been made; however Mr Bradley made it clear that Objection X 1271 to the registration at Rights Section Entry No. 32 (formerly 20) relating to Durfold Farm was not withdrawn.

After some discussion it was agreed that I first deal with the Rights Section registrations other than those at Entry No. 32, being registrations about which no evidence would be offerred on behalf of Mr Cawrse. As to these registrations and Objection Nos. X 1369 and X 1370, Mr W M Rowe who is and has been since 1960 Secretary of Blisland Commoners Association gave oral evidence as summarised in column 4 of the First Schedule hereto ("R..."). In the course of such evidence

Mr Leese, Mr Romary and Mr Culver (for those they represented) and Mr Fairman agreed as in such column mentioned. On the evidence of Mr Rowe and in the absence of any other evidence or any argument against the conclusions Mr Leese wished me to draw from it, my decision as regard the Rights Section registrations (except that at Entry No. 32) is as stated in column 4 of the said Schedule.

In the foregoing circumstances it follows that the Unit Land is all subject to ~~at least one~~ rights of common and that accordingly the Land Section registration was properly made. Against Objection No. 1271 oral evidence was given by Mr Rich, and by Mrs M A Rush and part of the evidence of Mr Rowe given earlier was relied on. Mr Rich produced (1) a letter dated 29 August 1968 from Harold Michelmore & Co to himself (as evidence of statements by Mrs Race as therein recorded); (2) copy of a conveyance dated 28 December 1950 by Mr Cawrse of Durfold Farm to Mrs D E Race. In support of the objection, oral evidence was given by Mr R C Greenaway and Mr W A Church in the course of which were produced; (1) a copy certified in 1912 of a conveyance dated 12 April 1912 to Mr Frank Parkyn of (among other lands) Durfold Farm; (2) another copy of the said conveyance of 28 December 1950 and (3) a conveyance dated 15 September 1945 by the personal representatives of Mr Frank Parkyn of Durfold Farm to Mr Cawrse. In the course of his evidence Mr Church was asked about the application to convene a meeting for the purposes of the Commons Act 1908 signed by Mr Cawrse and others marked "Recd. 3/2/66". Although there is no entry in the Ownership Section of this Register Unit Mr Rowe agreed that Mr Cawrse is now the owner of the Unit Land; in reply to my inquiry as to how he became such owner, a conveyance dated 16 October 1944 was produced by which Mr R H Chapman conveyed it and Little Trehudreth farm to Mr Cawrse.

On the day after the hearing, I inspected the Unit Land accompanied by Mr Church, Mr Rowe and Mr Rich.

The 1950 conveyance (to Mrs Race) was of the dwellinghouse and land known as Durfold Farm, together with a claypit, containing 58.739 acres together with the Vendor's estate in a small piece of land of no significance in these proceedings; by the conveyance no rights of common were expressed to be conveyed. The 1945 conveyance (to Mr Cawrse) was of the house and farm known as Durfold Farm comprising 144 acres; this conveyance included land to the west of the 1950 conveyance land, being in part a tract (by Mr Rich and perhaps others and hereinafter called "Durfold Down") bounded on the east by the North Strip (above mentioned) and on the south by another part of the Unit Land, and containing (as I estimate) about 60 acres; this conveyance included the words "Together with such rights of pasturage and turbary as the property hereby conveyed is entitled to over the adjoining downs and the Vendors are entitled to grant". The 1912 conveyance (to Mr Parkyn) comprised a number of hereditaments including "Farmlands and buildings known as Durfold and Gawns ... containing (with moorlands) 167 acres ... together with rights of common thereto belonging"; the plan attached shows that these lands comprise all the 1945 conveyance land and some land adjoining on the northwest with which I am not concerned.

Mr Rich said (in effect):- He purchased Durfold Farm from Mrs Race, the completion date being March 1969. Before he purchased in reply to a question by himself he received the 1968 letter containing, (with reference to "Common Rights" to which

Mrs Race might be entitled as owner of Durfold Farm, the words: "We cannot convey common rights as there is no mention of them in the conveyance to Mrs Race but she has always exercised rights over the moor". He had farmed Durfold Farm continuously since 1974 and he had without objection turned out animals on to the Unit Land. Mrs Race is now deceased. The animals were put on to the Unit Land either (1) over Durfold Down, or (2) over Kerrow Down, Manor Common and Newton Down, there being no physical boundary between Newton Down and the Unit Land, or between Kerrow Down and Newton Down. He always believed that a right of common over the Unit Land was attached to his land.

Mrs Rush said (in effect):- Her son was Mr Rich's tenant at Durfold Farm from 1969 to 1974; he put out animals on to the Unit Land. Mr Cawrse never said anything to them about their not putting animals there. She disagreed with the suggestion made to her by Mr Bradley that they had detained a dog of Mr Cawrse because it was keeping their animals off the Unit Land (the dog was chasing sheep on Durfold Down and in response to a telephone conversation Mr Cawrse's grandson called the next morning to take it back).

Mr Rowe said that he had known the Unit Land for about 40 years and he had never known of cattle or sheep being removed from it.

Mr Greenaway, who was born in 1909 said (in effect):- From about 1919 he remembers Mr Chapman "driving off other people's bullocks" from the Unit Land; he (the witness) went there 3 or 4 times a week and every time he was there up to the 1927 case Mr Chapman was doing this or Mr Keet (on a pony) was doing it on his behalf. After the 1927 case, Mr Rouse's bullocks were left out, so only his and Mr Chapman's bullocks were not driven off. He (the witness) left the area in 1941. He could not remember animals being turned out from Durfold.

Mr Church who was born in 1925 who married Mr Cawrse's daughter in 1950 said (in effect):- He had never seen animals turned out from Durfold Farm. Mr Cawrse is 87 years of age and was not fit enough to attend the hearing. "There were rights attached to Durfold Farm but I had always understood that they were not sold to Mrs Race". He was employed or lived at Trehudreth Farm from 1946 to 1954; for 4 years he lived at nowhere near the Unit Land, and after that he lived at his present address Cascawn Farm. Since 1946 they had driven animals off the Unit Land. "We drove off all animals entitled to be driven", that is all except those of Mr E Rowe (of Penstroda) and except also (so I assume) those belonging to Mr Cawrse. He had never seen animals from Durfold on the Unit Land. He insisted (at the conclusion of his cross-examination by Mr Leese) that nobody else (that is other than those at Penstroda and Mr Cawrse) had any rights at all over the Unit Land.

The oral evidence as to Objection No. X1271 summarised above was short (taking about 1¾ hours altogether) and was somewhat lacking in detail or precision it being (I suppose) assumed that I would inspect the Unit Land and myself fill up the gaps. It was not disputed that the 1927 proceedings ended in a judgment as stated by Mr Leese; except for an incidental reference in the course of his cross-examination I had no information about the evidence then given.

The evidence of Mr Greenaway and Mr Church was surprising, because they were apparently intending to persuade me that apart from the rights attached to Penstroda there were no rights of common over the Unit Land whereas it must have been obvious to any lawyer present that having regard to the withdrawal of Objection No. X375 and to the evidence just given by Mr Rowe that I would decide that quite apart from Durfold Farm and Penstroda there were 11 rights existing over the Unit Land, see Second Schedule hereto.

On my inspection I particularly noted: (1) For nearly all the Unit Land, the east boundary was a line of stones apparently of some use and intended to separate Trehudreth Downs from Greenbarrow Downs; this boundary was distinct enough although it provided no hindrance to ponies, cattle or sheep. I find that the boundary has been like this from time immemorial. (2) As to the North Strip, the boundary stones and the maps suggest that it is doubtful whether it is within the area on the OS map called Trehudreth Downs (it might properly be regarded as part of Durfold Downs, parcelled up by the conveyances above mentioned); I think Mr Rich and Mr Church may some times have forgotten that the Unit Land included the North Strip; however this may be I cannot think of any respect in which this decision need for this reason be qualified in any significant manner. (3) The "adjoining downs" mentioned in the 1945 conveyance must be or include the Unit Land (with or without the North Strip); no group of "downs" which did not include the Unit Land could sensibly come within these words. (4) Any driving off of cattle from the Unit Land by Mr Chapman, Mr Keet or Mr Cawrse, cannot be of any significance in this case if they were simply driven off the Unit Land on to Greenbarrow Downs, and if they were so driven off, it would not necessarily follow that their owners would know; cattle driven off the Unit Land on to Greenbarrow Downs could easily come back again. So in the absence of any evidence that they were driven off otherwise than on Greenbarrow Downs or that their owners were informed, any such driving off can be of no significa in this case. (5) The 11 rights which apart from Penstroda and Durfold I find exerciseable are in a number of cases attached to farms some distance from the Unit Land, so as to be practically incapable of being exercised except in conjunction with Newton Downs, or Manor Downs. On appearance alone it might be that the cattle from these farms that grazed on the Unit Land would do so "per cause de vicinage", and not in exercise of a right of common over the Unit Land. The evidence of Mr Rowe was given on the basis (implied) that no such principles were applicable; and nobody at the hearing suggested that neighbourhood grazing was relevant. Having accepted such evidence that there should be no right attached to Durfold Farm from which grazing on the Unit Land would be easy and convenient, is extraordinary; the appearance and situation of Durfold land is such that on my finding that the Unit Land is common land on which many persons from the neighbouring and distant farms have rights of common, it is very probable indeed that there is also attached to Durf Farm some similar right of common.

While Mr Greenaway was describing in some detail the driving off of cattle by Mr Chapman (or Mr Keet on his behalf) prior to the 1927 proceedings, it seemed to me that such activity conducted with the frequency which Mr Greenaway described was so uneconomic and practically purposeless as to be incredible; though Mr Chapman may hav before the 1927 case behaved in some such way and thereby provoked the proceedings, I think Mr Greenaway's description of what he did was exaggerated perhaps due to his age at the time. When he went on to say that such driving off by Mr Chapman continue in the same way right up to when he left in 1941 with the sole modification that cat

from Penstroda were not driven off. from the way he gave this evidence I consider that what he was saying was unreliable: a conclusion which I saw no reason to alter after my inspection. I decline to infer from anything he said that there was no grazing at any relevant time from Durfold Farm.

I also consider that Mr Church's evidence was unreliable in that I find it impossible to say how much of it relating to the alleged driving off of animals from the Unit Land was within his personal knowledge or (as I suspect most of it was) based either on what Mr Cawrse had from time to time told him or on what Mr Cawrse would if he were present be likely to say. Mr Church could not after 1954 have had much personal knowledge of what happened on the Unit Land he being primarily engaged elsewhere either on the Railway (to 1950) or at his farm Casacawn: and between the years 1946 and 1954 when he had more opportunity to observe what was happening on the Unit Land without some information as to how the driving off proceeded and how far if at all Mrs Rice knew about it I decline to treat this evidence as against Mr Rich's claim. It is unfortunate that Mr Cawrse cannot himself give evidence explaining why he made Objection Nos. X375 and X1271: but his withdrawal through his solicitor of No. X375 with the obvious result ll rights of common have become established, makes it impossible for me to infer tha any indiscriminate driving off of animals off the Unit Land was at any time anything but unlawful. I had no evidence as to why Mr Cawrse objected particularly to a righ claimed as attached to Durfold, although it may be it was for the reason given by Mr Church that the right was not"in the deeds"

Being of the opinion that the evidence of Mr Greenaway and Mr Church in all relevant respects was unreliable, the question remains whether the evidence of Mr Rich and Mrs Rush (which I accept as being reliable so far as it goes) is enough when conside in the light of the documents produced, to establish the right claimed.

If a right of common has been exercised as of a right for 20 years the law presumes a grant by the owner of the common, see Tehidy v Norman 1971 2QB 528. By analogy with Section 16 of the 1965 Act, I consider that the 20 year period ends with the da of the Objection, in this case 27 July 1972. Mr Rush grazed the Unit Land from 1969 to 1972. so if I can accept the 1968 letter as evidence by Mrs Rice that she always during her ownership (since 1950) "exercised rights over the moor", Mr Rich claim is established. As regards Mrs Rice the 1968 letter is hearsay upon hearsay and would not in a court of law be acceptable: the Evidence Act 1968 does not make it admissible. see sub-section (3) of Section 1. If proceedings before the Commons Commissioners are within the meaning of sub-section (1) of Section 18 proceedings to which the strict rules of evidence do not apply, the Act does not matter. In my opinion these proceedings are such: accordingly thinking as I do that having regard the appearance of the Unit Land and of Durfold Farm as I saw them on my inspection, it is very unlikely that any person farming Durfold Farm would not graze animals on the Unit Land, I consider the 1968 letter reliable and that Mr Rich's case has be proved.

But feeling some doubt whether I have correctly construed the 1968 Act I now consid whether his claim can be supported without the 1968 letter.

If Mr Cawrse was not the owner of the Unit Land when the 1950 conveyance was made; as maybe the case: he has not registered his ownership under the 1965 Act and the

only oral evidence about his ownership was from Mr Rowe who although he thought Mr Cawrse was now the owner, had no personal knowledge of how and when such ownership originated:- I have the 1945 conveyance in which there is mention of adjoining downs and the conclusion I reached (as above recorded) when I inspected the land and I have also the 1912 conveyance, and Mr Church's above quoted admission about rights. Any right of common which was attached to Durfold Farm would, under the 1950 conveyance, without express mention pass to Mr and Mrs Race under Section 62 of the Law Property Act 1925. The circumstance that the 1950 conveyance comprises more than the 1945 conveyance land and that the 1945 conveyance comprises more than the 1912 conveyance land does not preclude the operation of the section because in both cases the right would be apportioned; in the absence of agreement (of which there was no evidence), Durfold Farm as it now is being the most important part of the referred to, would certainly under any apportionment take a substantial right. So without the 1968 letter, in the circumstances supposed and having regard to the 1912 and 1945 conveyances, the said admission and the evidence of Mrs Rush the subsequent grazing by Mr Rich and the present appearance of the Unit Land I consider that the rights claimed would have been proved.

Alternatively Mr Cawrse was the owner of the Unit Land when the 1950 conveyance was made and became such owner under the 1944 conveyance:- Any right of common which was attached to Durfold Farm before the 1945 conveyance would when it was made have merged and been extinguished. Nevertheless by the operation of Section 62 of the 1925 Act, the 1950 conveyance could take effect as a re-grant of a right of common corresponding to that attached to Durfold Farm before the 1945 conveyance, see Baring v Abingdon 1892 2Ch 374; if it can be concluded this must have been the intention of the parties and for this regard may be had to the surrounding circumstances, see pages 391 and 396. Accordingly I reject the contention put forward by Mr Church in his evidence that the absence of any mention of a right of common in the 1950 conveyance is conclusive against Mr Rich.

As to the intention of the parties in 1950 and the surrounding circumstances, I have no direct evidence because Mr and Mrs Rice are both deceased and Mr Cawrse cannot give evidence. The peculiarity of this case is that in 1950 the title of Mr Cawrse to the Unit Land was quite different from his title to Durfold Farm in that the former depended on the 1944 conveyance and the latter on the 1912 and 1945 conveyances. Apart from the question now under consideration, on the sale to Mrs Race it would not have been necessary to produce the 1944 conveyance or mention the Unit Land to her solicitors at all. If the 1944 conveyance was not then produced and the title to the Unit Land was not then mentioned, it would I think necessarily follow that the intention of the parties must be to produce the same result as would follow (as stated above) if Mr Cawrse did not in 1950 own the Unit Land. If the 1944 conveyance was produced and his title to the Unit Land was mentioned for the purpose of negativing any intention which might otherwise be inferred as to him making a grant of a right of common, I find it inconceivable that the solicitors concerned would not have recorded such intention in the 1950 conveyance so as to preclude any questions thereaft In my view this is enough to enable me to find (as seems to me to accord with the then appearance and situation of Durfold Farm in relation to the Unit Land) that the sale and conveyance were made and were intended to take effect without regard to Mr Cawrse being or ever having been the owner of the Unit Land.

For the above reasons I conclude that by the 1950 conveyance a right of common over the Unit Land was granted by Mr Cawrse to Mrs Race. It was not suggested on behalf of Mr Cawrse that if there was such a right the numbers claimed by Mr Rich modified as set out in the fourth column of the First Schedule hereto were inappropriate.

On the above considerations therefore I confirm the registration at Land Section Entry No. 1 without any modification I refuse to confirm registration at Rights Section Entries Nos. 29 and 30 (formerly 7 and 17 respectively) and I confirm registrations at the Rights Section Entry Nos. mentioned in the first column of the second Schedule hereto with the modifications if any set out in the second column of such Schedule.

Because the decision table set out in the second Schedule hereto is complicated and it is possible that I may have misunderstood or mistaken when recording what was at the hearing said to be by Mr Rowe, I give any person who attended or was represented at the hearing and who was then entitled to be heard, liberty to apply to me within 42 days of this decision being sent to him as to any correction which ought to be made in the said table. Any such application should in the first instance be made in writing to the Clerk of the Commons Commissioners.

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 <u>in point of law</u> 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.

FIRST SCHEDULE
(Rights registrations: all in question under Objection X 375)

Entry No. (in brakcets no. if any of former Entry)	Applicant and land to which registered right is attached	Right: "c" = head of cattle, "p" = ponies, "h" = horses, "s" = sheep "peat" = a right to take or cut peat or turf	Objection particularly applicable. "R" refers to evidence given by Mr R M Rowe
1	Miss V L B Runnalls (owner; afterwards Mr & Mrs Selby and then Mr & Mrs Halls) Poldue Farm	12c	R: The present owners are Dr & Mrs Murray Leslie (represented by Mr Leese); registration accepted but it should be modified to 12c or 6p or 60s

2	Miss G E New (owner). West Penstroda	10c and 30s	R: accepted but should be modified to 10c or 5p or 50s. Mr Romary agrees.
3	Mr Ernest Rowe (owner). Penstroda Farm	20c	Objection No. 1370 (BCA): should be fewer animals; 13c or 6p or 65s. R: should be modified to 13 units, 13c or 6p or 65s. Mr Romary agrees.
8	Mr C J Rush (owner). Newton Farm	11c or 5p or 55s; peat	Mr Leese who represented Mr Rush said that he agreed the registration should be 10c or 5p or 50s.
9	Miss M E Rayner (owner, now Mrs M F M Williamson). South Penquite	18c or 9p or 90s	Objection No. 1370 (BCA); should be fewer animals; 4c or 2p or 20s. R: South Penquite is now owned by Mr & Mrs Fairman; should be 5c or 3p or 25s. Mr Fairman for himself and his wife agrees.
10	Mr C J Bate (owner) Mr J Prout (tenant). Trethorne Farm	5c or 5p or 25s	R: The registration is accepted without modification.
13	Mr E D Roose (owner). Carbilly	47 cows or 23p or 235s	Objection No. 1370 (BCA); should be fewer animals; 15c or 7p or 75s. R: 15 units are agreed, Mr Romary confirms; therefore could be 15c or 7p or 75s.
18	Mr E R Cornelius (owner). Moss Farm	70 cows and 65h and 200s	Objection No. 1370 (BCA): should be fewer animals: 10c or 5p or 50s. R: This has been agreed at 11c or 6p or 55s. Mr Culver agrees.

19	Mr A C T Runnalls (owner). Treswigga Farm	50c and 60s and 2p; peat; take fish.	Objection No. 1370 (BCA); should be fewer animals; 13c or 6p or 65s. R: This is agreed at 13c or 7p or 65s. Mr Romary agrees.
24 (6)	Mr M Pethybridge (owner), Bradford Farm	11c or 51s	R: now occupied by Colonel Garston; has already been modified so can be confirmed without any modification.
25 (14)	Mrs V R Raymont (owner). Carbaglet	8c or 4p or 40s: peat	R: has already been modified so may now be confirmed without any modification.
28 (4)	Mr N S Davidson (owner) South Kerrow Farm	40c or 120s; peat, take tree loppings, gorse, furze, bushes and underwood	Objection X 1369 (BCA): Rights do not exist. R: The attached land has bee split; part occupied by Mr Larsen for which 7 units would be appropriate and part by Mr Borlase for which 3 units would be appropriate. After discussion my decision is that any alteration consequential on the split should be dealt with as an apportionment in accordance with Commons Commissioners (General) Regulations 1966 paragraph 29 as amended in 19 so this registration will (as was agreed by Mr Rowe) to be modified to be 10c or 5p or 50s
29 (7)	Mr W A T Hawken (owner). Land defined by blue verge line on supplemental map	9c or 27s	Objection X 1369 (BCA): Right does not exist. R: The land is at St Breward and in the view of the Commoners Association there a no rights attached to it. Nobody at the hearing appeare to support the registration. Therefore refuse to confirm.

30 (17)	Mr W J Carter (owner). Candra (otherwise North Candra)	45c or 45p or 225s; peat	Objection X 1369 (BCA); right does not exist. Mr Carter wishes to cancel registration, see letter dated 23 November 1976 from G & F Chisholm solicitors of Bodmin. Therefore refuse to confirm.
32 (20)	Mr M S W Rich. Durfold Farm	12c and/or 6h or p and/or 60s; peat; take tree loppings, gorse, furze, bushes, underwood, turn out pigs to eat acorns and beechmast.	Objection X 1271 (Cawrse): "That right does not exist at all." Objection No. X 1370 (BCA): should be fewer animals (Objection amended 30/7/73) 12c or 6p or 60s. R: Should (if Objection X 1271 fails) read "or" not "and/or". Mr Rich in person said he agreed

For Second Schedule
Turn over.

SECOND SCHEDULE
(Decision Table)

Entry No. (no. of any former Entry)	Modification (if any)
1	For "12 head of cattle" substitute "12 head of cattle or 6 ponies or 60 sheep".
2	For "10 head of cattle and 30 sheep" substitute "10 head of cattle or 5 ponies or 50 sheep".
3	For "20 head of cattle" substitute "13 head of cattle or 6 ponies or 65 sheep".
8	For "11 head of cattle or 5 ponies or 55 sheep" substitute "10 head of cattle or 5 ponies or 50 sheep".
9	For "18 head of cattle or 9 ponies or 90 sheep" substitute "5 head of cattle or 3 ponies or 25 sheep".
10	No modification.
13	For "47 cows or 23 ponies or 235 sheep" substitute "15 head of cattle or 7 ponies or 75 sheep".
18	For "70 cows and 65 horses and 200 sheep" substitute "11 head of cattle or 6 ponies or 55 sheep".
19	For "50 head of cattle and 60 sheep and 2 ponies" substitute "13 head of cattle or 7 ponies or 65 sheep".
24 (6)	No Modification.
25 (14)	No modification.

28 (4)	For "40 head of cattle or 120 sheep" substitute "10 head of cattle or 5 ponies or 50 sheep".
32 (20)	For "12 head of cattle and/or 6 horses or ponies and/or 60 sheep" substitute "12 head of cattle or 6 ponies or 60 sheep".

Dated this 18th day of April 1980

A. A. Baden Fuller

Commons Commissioner