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COMMONS REGISTRATION ACT 1965 Reference Nos 238/D/33
238/D/34

In the Matter of (1) Clymping Village Pound, The Street, and (2) Spur Road and The Three Ponds both in Clymping, Arun District, West Sussex

DECISION

These disputes relate to the registration at Entry No 1 in the Land Section of Register Unit No. CL46 and No. CL48 in the Register of Common Land maintained by the West Sussex County Council and are occasioned by Objection Nos 179 and 178 respectively made by the Marchioness of Normanby and noted in the Register on 16 October 1970.

I held a hearing for the purpose of inquiring into the dispute at Chichester on 12 April 1978. At the hearing (1) Clymping Parish Council on whose application the registrations were made, were represented by Mr A Williams their clerk, and (2) National Westminster Bank Limited as custodian trustee of Post Office Superannuation Fund and as successors in title of the Marchioness of Normanby were represented by Mr N Spence of counsel instructed by Herbert Smith & Co, Solicitors of London EC2.

The land ("the North Land") in Register Unit No. CL46 has sides about 22, 46 and 51 ft long, is situated on the east side of The Street (Clymping Street) and about 200 yds south of where this Street joins Crookthorne Lane (the Littlehampton-Bognor Regis road, A259). The land ("the South Land") in Register Unit No. CL48 is a little over a half a mile south of the North Land, where The Street (or the continuation of it) turns east to end a little further on at the entrance of a large car park next to the Beach; it is an irregularly shaped strip having a length (north-south) of about 170 yds and a width at its north end where it joins The Street of about 85 yds, in the middle of about 40 yds (or less) and at its south end near the beach of about 65 yds.

The grounds of both Objections are verbally the same: "Plan attached. That the land was not common land at the date of registration". The plan attached to No. 159 shows all the North Land. The plan attached to No. 178 shows the north part ("the Pond Area") of the South Land, that is about one-fifth

of the whole, being the part adjoining the road to a depth of about 30 yds including three ponds.

In the Ownership Section of both these Register Units the Marchioness is registered as owner of the North Land and (all) the South Land.

At the beginning of the hearing Mr Spence applied to amend the grounds of Objection No. 178 which now apply only to the Pond Area to include the rest of the South Land ("the Spur Area"). The differences between these two Areas, their appearance, and the evidence given about them are not so great as to increase significantly the complexity of these proceedings and I now (after the conclusion of the hearing) consider it just to allow this amendment unconditionally.

In support of the registrations oral evidence was given by Mr E S Burn who produced a written statement, and by Mr G Woodridge who produced a written statement and particulars of sale by auction on 28 August 1914 of 2,240 acres (Ford and Clymping Estate) by the direction of Christ's Hospital (including in these particulars a plan of the Estate). In the course of this evidence Mr Spence produced (1) eleven photographs ($3\frac{1}{4}$ x $3\frac{1}{4}$ ins) of the North and South Lands which it was agreed truly showed the appearance of the Lands as they were very recently, (2) a copy of the ownership application of the Marchioness supported by a declaration made by Mr E W T Malcolm on 23 December 1969, and (3) a recent OS map (1/2,500) showing "CLIMPING STREET" opposite the South Land and (4) a recent OS map (1/500) including the North Land.

Against the registration oral evidence was given by Mr J L Baird, Mr A J Horne and Mr N R Baker. Mr Baker produced: (1) a conveyance dated 1 January 1937 by Rt Hon W E Baron Boyne to Bailiffscourt Estates of the Bailiffscourt Estate of about 1,092 acres, (2) a conveyance dated 31 January 1969 by Bailiffscourt Estates to the Marchioness of the said Estate, (3) a conveyance and assignment dated 25 March 1974 by the Marchioness as first vendor and most Hon O C J Marqui of Normanby and another as second vendor to National Westminster Bank Limited, and (4) a conveyance dated 11 February 1927 by Dennis & Ingram Limited to Rt Hon W E Guiness of about 534.282 acres of land, and (5) an abstract of title dated 1926. Mr Baker also produced a statutory declaration made on 11 April 1978 (the day before the hearing) by Mr E W T Malcolm as written evidence by him.

Two days after the hearing I inspected the Lands.

Mr Burn first came to Clymping in 1961; he was clerk of the Parish Council from 1964 to 1968 and since 1974 has been a member. Mr Woodridge was born in Yapton (about 2 miles north-west of the North Land) has known Clymping all his life; he remembered the Lands from about 1932 because his mother took him to the beach by way of The Street; he is now chairman of the Parish Council Town Planning Committee. Their evidence stating its effect shortly, was:- The North Land is and always has been the Village Pound and known as such. The South Land has always been accepted as common land by the Villagers.

Mr Burn has since 1966 farmed as tenant a large area of land around the Village of Clymping including the land (Hobbs Farm) adjoining the North Land and the land (Bailiffscourt Farm) west of the South Land. Mr A J Horne who was born in 1902, was employed as a farm worker from 1913 to 1967 on the farms of which the farm buildings are Bailiffscourt and Hobbs; for the last 19 years he has lived at 1 Hobbs Cottages just south of the North Land. My note of the early part of Mr Baird's examination is: "Q. Do you regard the two pieces of land as common land? A. No. Q. Have you ever regarded it as common land? A. No. Q. Do they form part of your tenancy? A. Yes they do"; and of Mr Horne's examination is :- "Q. Is it (the North Land) part of the farm or common? A. Well I always known it as belonging to the Farm ... Have you regarded it (the South Land) as part of the common land or part of the Farm? A. Part of the Farm".

This conflict or apparent conflict in the oral evidence for and against the registrations was I think to some extent due to the uncertainties the witnesses had as to the meaning of the words "common land", "included in the tenancy", "part of the farm" and "belonging to the farm" in the questions they were being asked. The 1965 Act definition of "common land" so far as relevant is "waste land of a manor"; after the conclusion of the evidence Mr Spence referred me to re Britford 1977 1WLR47 and contended that it was for the Parish Council to prove that the lands are parcel of a manor. I had in mind re Chewton 1977 1WLR846 in which the High Court construed the definition as meaning land historically waste land of a manor, but I knew that re Box, in which re Chewton was followed, was then under appeal. The Court of Appeal judgment in re Box, see Times Newspaper of 26 May 1978 had not been given when I held my hearing. I record that none of the witnesses gave (they were not asked to) any consideration to the sort of points discussed in the cases above cited.

In law a person who owns common land may (although this is unusual) include such land in the tenancy of a farm and other land. Mr Baird did not produce his tenancy agreement (the conveyance dates it 7.3.66), possibly because he had not until the afternoon expected to give evidence, but said that he thought there was a map on it which included the North Land and the South Land. Mr Spence did not produce the counterpart and I decline to treat the tenancy agreement or any map on it considered by itself as written evidence by those who signed it, or as otherwise relevant to any question which I have to determine. But I accept that evidence of any occupation of, or other acts of possession by, Mr Baird on these Lands is relevant to such questions, both as indicating the possible ownership of the Marchioness and of the Bank and otherwise. Mr Baird as a member of the Parish Council attended a meeting at which the registration of the North Land and the South Land under the 1965 Act was discussed and made no protest; if he had "occupied" them, or if they had "belonged" or "been part" of his farm in any ordinary sense of these words he would I think have protested. In my opinion he well knew that these Lands are reputed locally to be Lands in which the public has some sort of interest and were therefore in some way different from other Lands farmed by him, and I am not persuaded that he or Mr Horne, knowing the appearance of these Lands, ever wished or expected me to think otherwise.

As to the other matters in conflict, I must consider each of the Lands in question separately.

As to the North Land:-

To Mr Burns and Mr Woodridge the expression "Village Pound" evidently seemed clear enough and neither attempted to nor was asked to elaborate what he meant. Mr Baird said: "It was called the Village Pound but I do not understand the reason" and (later) "Pound has no meaning to me". In parts, the evidence of Mr Horne was a little confused, because it was evident he did not always hear, or understand the intention of the questioner and was inclined in such circumstances to agree; however it became clear that to him the North Land has always been called Pound and that he knew quite well what a Pound is or was; it was to put stray animals in; this had not happened since about 1915 (any animals that got out - they used to stray - put in by anyone who collected them".

In my view the words "Village Pound" are sufficiently well understood to be meaningful without any elaboration or explanation; there are a large number of pounds in England in various states of repair or disrepair, and many have been registered as common land under the 1965 Act; Mr Baird's ignorance may be due to his having lived before 1966 in some place (of which there are many) where there are none.

That the North Land is a village pound is almost obvious from the photographs produced. On my inspection it seemed to me quite obvious.

As to the North Land "belonging to" or "being part of" the farm, on appearance alone quite obviously it does not; at least if these are used as they would be in any ordinary context. The northwest boundary is the wall of a high building without any entrance or gap; the southeast boundary is a wall with no gap which would be difficult to climb over and is a formidable obstruction; its only convenient access is through a gap in the substantial wall along the southwest boundary, that is from the road. The structure appears to have been made without any regard at all to its possible use by the occupiers of the adjoining farm.

The following matters were, as I understood Mr Spence, relied on as showing that the North Land is or was in some relevant sense "part of" the farm of which Mr Baird is the tenant:- (a) on the OS map 1/500 it is "braced" within plot No. 0064 (the farmyard and buildings of 0.10 of an acre); (b) the County Council lengthman (Mr Alfonso Bridges) affectionately known as "Bonzo", who was employed by the County Council to maintain the roadside verges etc from about 35/40 years ago until about 10 years ago, used to keep his tools there, and when he first started asked the farm foreman (Mr Pethbridge) whether he might; (c) Mr Baird had occasionally used it for storage things such as fencing stakes, barbed wire, or a recently felled tree (from the hedge on the opposite side of the road "to get it out of everybody's way", and (d) Mr Baird said it was included in his tenancy.

In my view the occasional use by Mr Baird was too little to be significant. I reject the suggestion that as a result of the brief conversation between the lengthman and Mr Petherbridge (there was no evidence that this conversation was ever repeated) the lengthman was somehow taking possession for the benefit of Bailiffscourt Estates or providing them with a "rent or profit". The OS map brace, is no more than a map maker's convenience.

Mr Malcolm in his statutory declaration says that "Bailiffscourt Estates Limited was in uninterrupted possession of the said plot ... from August 1962 until December 1960, and was in receipt of rents and profits of the said plot ... from 1 January 1966 until 31 December 1970". I understood he made this declaration as a result of a request to make a "common form" declaration in support of a possessory title, to which he agreed on the telephone. Mr Spence was unable to say whether Mr Malcolm was relying on any fact not mentioned either by Mr Baird or Mr Horne, and in his absence I decline on this declaration to alter any conclusion which I have reached upon consideration of the oral evidence of witnesses who were questioned at the hearing.

Lastly on the evidence of Mr Baker who as a member of Herbert, Smith & Co (they were concerned with the examination of the title offered to the Bank before they accepted the 1974 conveyance), it was said that the 1937 conveyance was in accordance with ordinary conveyancing practice a good root of title, that the title was regularly deduced through the 1969 conveyance (the apparent gap between the Marchioness entitled thereunder and the Marquis and 3 others who conveyed as second vendors by the 1974 conveyance could if need be easily be filled) and that nobody examining the title could possibly suspect that the North Land was common land or was anything other than an ordinary piece of farmland with which the Bank as purchaser could do as they pleased. It is no reflection on any of those concerned with the preparation of the conveyances of 1969 and 1974 if they did not pay any particular attention to the North Land: compared with other land they dealt with it must have been of small importance. But I, being concerned with the North Land, reject the suggestion that the Bank or its predecessors will suffer hardship because their advisers may not have noticed that it was a village pound, requiring some special consideration: in my opinion that it was such was always obvious. Further because the parcels of the 1937 conveyance are in relation to the land around the North Land, by reference to a document not produced to me, I cannot say definitely that the North Land was included although it may have been; and the nature of the transaction effected by the 1969 conveyance is such that it is unlikely that much consideration was then given to the status of the North Land.

My finding is that the North Land is a common pound.

As I understood Mr Williams the Parish Council when making the registration of the North Land were only concerned that its status as a village pound should not be lost (under the penal provision of the 1965 Act) by it not having been registered when it should: so if there was no need to register it in order to preserve its status as a village pound, the avoidance of the registration to the Council will not matter. But as I understood Mr Spence, and the Bank consider that they are the owners of the North Land and are free as such to do what they like with it, and to resist any claim that it is common land or is a highway or is anything else which could prevent them incorporating it in the farm if they are so minded.

It was said by Holt CJ in Vaspor v Edwards 1701 12 Mod 658 at page 664: "common pounds did not exist at common law but existed by custom, tenure or by agreement among inhabitants of a vill". Pounds are referred to as various Acts of Parliament, eg Highways Act 1864 Section 25, the Turnpike Acts Continuance Act 1872 Section 20, the Town Police Clauses Act 1847 Section 24 the Highways Act 1959 Section 135 (amended by the 1971 Act). The abolition of the right of distress damage feasant reduces the practical relevance of pounds, see Halsbury (4th edition) vol 2 (1973) paragraph 438.

In my opinion the circumstances of the piece of land is a common pound does not by iteslf establish that it is within the 1965 Act definition of common land; nor does it by itself establish that it is not, because a common pound could be situated on the waste land of a manor. Many pounds have been registered under the 1965 Act and in the absence of any objection such registrations have become final. So in my view the Parish Council will in no way be prejudiced in any claim they may make based on the North Land being a village pound by its non-registration under the 1965 Act; but nevertheless I must determine whether the North Land is within the definition.

Of this I have very little evidence. In the historical note by the Vicar of Clymping (the Reverent H Green) in the 1914 Particulars it is said: "Earl Roger de Montgomerie commanded one division of the Conqueror's Army in that battle (1066) and received the Manors of Clymping, Atherington and others for his services. Clymping Manor was given by Earl Roger to the Nunnery of Almandeshes in Normandy, and Atherington Manor to the Benedictine Abbey of Seez, also in Normandy ..." In the Particulars, the Clerk of Christ's Hospital adds a note to the effect that the northern part of the

Estate which included the North Land (or at any rate included the farmland surrounding the North Land) was conveyed in 1612 to William Garway (ancestor of the Hospital's benefactors) and this part of the Estate includes the Manors of Clymping, Ford and Hesham. By the Particulars the Estate is divided into twelve lots; but although two of them include buildings described as "Manor House", no lot includes any manor.

It may be that many years ago the low-lying land in this Estate near the River Arun was grazed as common land and these graziers needed a pound; but the location of the North Land is such that it is I think unlikely that as a pound it was built for the convenience of any such grazing.

Being for the reasons above stated uncertain whether the Bank are the owners of or in possession of the North Land under the conveyances produced, this case is not identical with re Box Supra, in which the ownership of the appellant was apparently undisputed. So I must ~~think~~ consider the balance of probabilities. From the 1914 Particulars and the location of the North Land in relation to the Estate therein described, I conclude that the North Land if it is manorial at all, must be of a Manor of Clymping and if it was not severed from the Manor before Christ's Hospital became the owner it must have been (nobody bothering about it) severed by the 1914 sale.

My decision is therefore (following re Box Supra) that the North Land should not have been registered under the 1965 Act, and accordingly Objector No 179 succeeds. So if the Bank wish to dispute my finding that the North Land is a village pound or if they and the Parish Council cannot agree as to what is the result of it being such, these questions may have to be determined by some other tribunal.

As to the South Land:-

Along this land is a well marked and obviously much used footpath leading from the road to the beach and also to the track to Cudlow Barn. The rest is scrub with some formidable ditches; where the scrub is less thick there are numerous smaller and less well marked paths of an exploratory nature, not apparently leading anywhere in particular. That the land is waste land

now is obvious. That it is easily usable by the public and is so used is also obvious.

I understood Mr Burn and Mr Woodridge to use the words common land in this sense and I accept their evidence and find that with the modifications to be expected from the increased number of visitors resulting from the increased number of motor cars and the discontinuance of parking of motor cars on the South Land as a result of the erection of the post and iron bar fence ("the Bar Fence) separating it from the road, the South Land has within living memory always been as it now is, that is common land within one at least of the popular meaning of these words.

The 1914 Particulars plan shows the South Land much as it now appears that is, it apparently provides vehicular access from the road (now tarmacadam and leading to the car park entrance) southwards (directly) to the Beach and also westwards to Cudlow Barn. Mr Baird said that the Bar Fence was erected before he came in 1966; I have no note or recollection of being told the exact date of its erection but because Mr Woodridge remembered as many as 15 or 16 cars and motor cycles parked on the South Land I infer from this and its appearance that it was erected sometime after 1939-1945 war. Cudlow Barn is now more easily approachable from the north; although the track from it to the South Land is still used (apparently by vehicles repairing the sea wall near the South Land), but the Bar Fence would prevent vehicles from it reaching the public highway by the South Land.

The farmland around and opposite the South Land is included in the 1914 Particular as "lot 11 Bailiffscourt and Atherington Farm: 590 a. 2 r. 25 p;" but the South Land is <u>not</u> included in lot 11 or expressly by reference to the plan or otherwise in any other lot. The Particulars include a good photograph of the Pond Area, showing it much larger and more open than it now is with a large irregularly shaped pond, opposite and apparently providing a valuable amenity for the house on the other side of the road (still there although perhaps altered).

From the documents produced and the present appearance of the South Land, clearly it might be highway, if not with vehicles at least on foot, to the beach; indeed Mr Woodbridge in his statement suggests that it is part of an ancient highway to Elmer. If it is highway, it is not properly registrable

under the 1965 Act, see the definition of common land in Section 22. Mr Spence contended that I could not and should not in these proceedings determine that the South Land is highway because the Bank wished to be able to claim in other proceedings (eg arising out of the possible registration of the South Land as a public footpath) that they as owners of it could enjoy it free of all public rights. I accept Mr Spence's contention to this extent, that I ought not for the benefit of the Bank as successor in title of an Objector, uphold the Objection on a basis contrary to that on which the Bank adduced their evidence, and indeed I should have some difficulty in doing so because none of the witnesses were questioned about the use of the land for highway purposes; the result may be strange, because by Section 21(2) of the Act no decision of mine that the South Land is common land can preclude a claim that it is highway. But the Bank cannot I think have it both ways; because they have in these proceedings contended that the South Land is not highway, I cannot for their benefit give effect to any evidence adduced on their behalf on the basis that it is highway; a basis which as appears below on some points would be more rational and more favourable to the Bank.

Mr Spence's contentions as I understood them were that the South Land is not "waste of a manor" because (a) there is no evidence that it is of a manor, and (b) there is contra evidence (possession and documents of title) that it is owned by the Bank who no one has suggested is lord of any relevant manor.

As to (a):- The 1914 Particulars mention the Manor of Atherington and show that Christ's Hospital acquired this part of their Estate separately from the land to the north; there is no suggestion that they or any of their predecessors since 1066 has combined this Manor with that of Clymping. The South Land is almost immediately under the word "Atherington" in almost every map produced. On my inspection I could not imagine how it (assuming it be not highway) could have become like it is now and has always been within living memory, unless it was and is waste land of a manor; nor is there anything in the Parish Council evidence or in the appearance of the Land to indicate that its ownership has somehow become severed from that of the Manor (although the identity of the Lord may not be known). To expect persons supporting a registration to produce any more evidence to

establish a prima facie case than the Parish Council have done would I think put such a burden on those responsible as to defeat the intention of the Act.

As to (b), possession:-

Mr Baird did not say he had ever made any agricultural or other use of the South Land. But as to drainage works he did in 1972, he said:- When he first went there in 1966, the corner of his farmland nearest the South Land being low-lying (as it now is) was often flooded; there are two ditches along the length of the South Land which carry away the water to the Pond Area, and thence northwards by the side of Clymping Street to Ryebank Rife (this crosses the Street by Black Horse PH and flows eastwards to the River Arun). He had to clear out the ditches to get the water away.

Between the South Land and the land Mr Baird said he had drained, there is a gate and a reasonably distinct boundary. That it is important to Mr Baird that his land should be drained as he described and the resulting water should pass down at least one of the ditches on the South Land was obvious on my inspection. But the ditching done on his land is unlike (except possibly for a very short length) any ditching on the South Land and I am not persuaded that anything Mr Baird did in the way of clearing out the existing ditches on the South Land amounted to taking possession of the South Land or showed that the South Land somehow became (quite contrary to its present appearance) part of (within any ordinary meaning of these words) the farmland nearby.

There was no evidence that the South Land had been cultivated or grazed or used for any normal agricultural purpose either by Mr Baird or by anybody else before him. Mr Horne in his evidence quoted above, appeared to agree it was part of the farm, but later in his evidence he made it clear that he only thought this because at one time he drove carts along it to the Cudlow Barn farmland for access purposes; this by reason of the ~~iron-pipe~~ Fence is no longer possible.

It seems to me that at the most the drainage work described by Mr Baird and the vehicular access described by Mr Horne indicate that there is a

drainage right over the South Land appurtenant to the farm and that there is or was at one time a vehicular right (which for at least 12 years has been obstructed). For reasons essentially the same as those given in relation to the North Land I find that the South Land was never occupied with and never belonged to or was part of the adjoining farm within any ordinary meaning of these words.

However Mr Spence cited Liverpool v Chorley 1913 AC197 and contended that the drainage works done by Mr Baird on the South Land were in law enough to make him the occupier. It may be that if the Bank are the owners of the South Land, they are by reason of Mr Baird's acts rateable; but in my view what he did did not amount to taking possession and is no evidence of the ownership of his landlords.

As to (b), the documents of title:-

The 1926 abstract (examined 6.10.26) included conveyances of 17 June 1865, 30 October 1897, and 29 September 1914 which did not include the South Land. But in the abstract there was also a conveyance of 5 June 1915 made by Christ's Hospital to Dennis Estates Limited supplemented to the 29 September 191 conveyance which recited that there were "paths, roads, roadways and road-wastes" about which since the completion of the conveyance doubts had arisen whether the soil was still vested in the vendors and so it was resolved to convey "all their estate and interests (if any)"; the parcels of this 1915 conveyance were "All that the Vendors right title estate or interest whatsoever the same might be into or over the pieces or parcels of land ... shown on the plans drawn thereon and the plan showed a Y-shaped area being the (a) said now public road surpasses the South Land to the car park and (b) the South Land. The parcels of the 1927 conveyance are firstly 534.28 acres including the farm described in detail" and "Secondly All the vendors right estate, title or interest whatsoever ... in the land coloured brown on the said plan and called continuation of Clymping Street, (the land so coloured is the said Y-shaped area). The 1937 conveyance is of about 1,092 acres of land described by reference to conveyances listed in the Schedule including the said 1927 conveyance and was expressed to be conveyed subject to "all rights of user public or private rights ... referred to or comprised in" the Schedule to Conveyances or otherwise.

I reject the contention that I should not pay any attention to the 1915 and 1927 conveyances because the Bank on their purchase could properly accept the 1937 conveyance as a root of title and then had no right to investigate any earlier deed. The parcels of the 1937 conveyance are by reference to listed conveyances, and the Bank's advisers were at least entitled to see these deeds for the purpose of determining the effect of the 1937 conveyance. That the South Land was in some way peculiar and that its title was or might be defective is apparent not only from the words above quoted from the 1927 conveyance but also by its distinctive colouring on the plan.

In my view the documents of title produced are in relation to the South Land at their highest no more than some indication that the Bank as successor of the Marchioness are the owners if it is a highway (so as to be presumptively included in the conveyance of the adjoining land) or if it was in the possession of the grantors in such circumstances that the defect of title apparent in 1915 was in some way cured by the Limitation Act 1939. For the reason set out above, I reject the highway explanation. As to adverse possession, on the oral evidence of Mr Baird and Mr Horne and the present appearance of the land I conclude that there was none so adverse to any person entitled to claim ownership as Lord of the Manor.

I attach no significance to the registration of the Marchioness as owner under the 1965 Act, because (1) such registration is not conclusive, see Section 10, (2) I have no reason to suppose that she or her advisers had any ownership evidence not put before me; and (3) the 1969 ownership application above mentioned indicates that Mr Malcolm only intended to apply for ownership of the Pond Area.

So if the oral evidence and the luminous documents given and produced on behalf of the Bank are analysed and totalled, together they amount to very little if anything. The evidence on behalf of the Parish Council is short; they produced only one document (the 1914 Particulars). I must balance this evidence as best as I can and consider (as required by re Box supra) whether this land ceased to be part of the Manor of Atherington. As regard me had only to the information put before me at the hearing, considerations

may be
~~are finely~~ evenly balanced. But if I include what I myself saw during my inspection, and approach the matter on the basis that the South Land is not highway, the scale in my view tips ~~in~~ decisively for the Council and against the Bank; on the appearance of the land and the generally rural nature of its surroundings, I cannot imagine how it could possibly be anything but waste land of a manor of which the lord has never been dispossessed; indeed it seems to me exactly the sort of land that comes within the purpose of the 1965 legislation as explained by Stamp LJ in re Box supra. Accordingly my decision is: the registration was properly made and Objection No 178 as amended fails.

In the result I refuse to confirm the CL46 registration and I confirm the CL48 registration without any modification.

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 13th day of November 1978.

A. A. Baden Fuller

Commons Commissioner