

Commons Act 2006: section 19
Application to correct the register

This section is for office use only

Official stamp

Application number



CL83/001

Applicants are advised to read 'Part 1 of the Commons Act 2006: Guidance to applicants' and to note:

- All applicants should complete boxes 1–8.
- Any person can apply under section 19 of the Commons Act 2006.
- You will be required to pay a fee unless your application is to correct a mistake made by the registration authority (section 19(2)(a)) or to remove a duplicate entry (section 19(2)(c)). Ask the registration authority for details. You would have to pay a separate fee should your application be referred to the Planning Inspectorate, unless it is to correct a mistake made by the authority or to remove a duplicate entry.

Note 1

*Insert name
 of commons
 registration
 authority.*

1. Commons Registration Authority

To the: **West Berkshire District Council**

Tick one of the following boxes to confirm that you have:

enclosed the appropriate fee for this application:

or

applied for a purpose in section 19(2)(a) or (c), so no fee is enclosed:

Note 2

If there is more than one applicant, list all their names and addresses in full. Use a separate sheet if necessary. State the full title of the organisation if the applicant is a body corporate or an unincorporated association. If you supply an email address in the box provided, you may receive communications from the registration authority or other persons (e.g. objectors) via email. If box 3 is not completed all correspondence and notices will be sent to the first named applicant.

Note 3

This box should be completed if a representative, e.g. a solicitor, is instructed for the purposes of the application. If so all correspondence and notices will be sent to the person or firm named here. If you supply an email address in the box provided, the representative may receive communications from the registration authority or other persons (e.g. objectors) via email.

2. Name and address of the applicant

Name:

Mr Frederick James Monroe and Mrs Cherry Monroe

Postal address:

c/o Ms Mita Bhatt
3 Hopgrass Farm Cottage
Hungerford
Berks

Postcode RG17 0SJ

Telephone number:

01488 208915

Fax number:

n/a

E-mail address:

mitabhatter@btinternet.com

3. Name and address of representative, if any

Name:

Raymond Cooper

Firm:

Summerfield Browne

Postal address:

Harborough Innovation Centre
Airfield Business Park
Leicester Road
Market Harborough
Leicestershire

Postcode LE16 7WB

Telephone number:

01233 732031

Fax number:

n/a

E-mail address:

rcooper@summerfieldbrowne.com

Note 4

For further details of the requirements of an application refer to Schedule 4, paragraph 11 to the Commons Registration (England) Regulations 2014.

4. Basis of application for registration and qualifying criteria

Specify the register unit number to which this application relates:

CL83

Specify the rights number to which this application relates (if relevant):

We do not have this information

Tick one of the following boxes to indicate the purpose (described in section 19(2)) of your application. Are you applying to:

- Correct a mistake made by the commons registration authority:
- Correct any other eligible mistake:
- Remove a duplicate entry from the register:
- Update the details of any name or address referred to in an entry:
- Record accretion or diluvion:

Note 5

Explain why the register should be amended and how you think it should be amended.

5. Describe the purpose for applying to correct the register and the amendment sought

The applicant seeks the removal from the register of the part of the land shown as red on the plan accompanying the original application in 1968 which forms part of the drive leading from the Bath Road (A4) to Hopgrass Cottage (and any other land which has been included on the register but is registered at the Land Registry under either of Title Numbers BK449991 or BK277472).

Note 6

List all supporting consents, documents and maps accompanying the application, including evidence of the mistake in the register. There is no need to submit copies of documents issued by the registration authority or to which it was a party but they should still be listed. Use a separate sheet if necessary.

Note 7

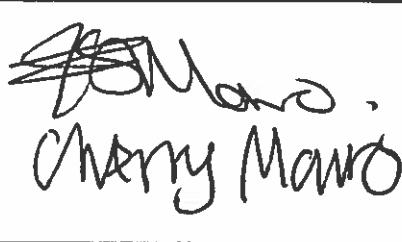
List any other matters which should be brought to the attention of the registration authority (in particular if a person interested in the land is expected to challenge the application for registration). Full details should be given here or on a separate sheet if necessary.

6. Supporting documentation

**Official copies of the Register of Title and Plan No: BK449991.
Official copies of the Register of Title and Plan No: BK277472.**

7. Any other information relating to the application

The land referred to above is not known to be subject to any rights of common

<p>Note 8 <i>The application must be signed by each individual applicant, or by the authorised officer of an applicant which is a body corporate or an unincorporated association.</i></p>	<p>8. Signature</p> <p>Date: 8th November 2016</p> <p>Signatures:  Cherry Mauro</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

REMINDER TO APPLICANT

You are responsible for telling the truth in presenting the application and accompanying evidence. You may commit a criminal offence if you deliberately provide misleading or untrue evidence and if you do so you may be prosecuted.

You are advised to keep a copy of the application and all associated documentation.

Data Protection Act 1998

The application and any representations made cannot be treated as confidential. To determine the application it will be necessary for the commons registration authority to disclose information received from you to others, which may include other local authorities, Government Departments, public bodies, other organisations and members of the public.

A copy of this form and any accompanying documents may be disclosed upon receipt of a request for information under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000.

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 21 SEP 2016 AT 14:22:44. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, GLOUCESTER OFFICE.

TITLE NUMBER: BK449991

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

WEST BERKSHIRE

1 (17.10.1980) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Bath Road, Hungerford.

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land lying to the east of the land in this title dated 3 May 1985 made between (1) Nicholas Nigel Monro and Cherry Monro (2) Ernest John Morris and Sybil Eileen Morris and (3) The Ramsbury Building Society:-

"The First Owners grant to the Second owners the right and easements specified in the First Schedule hereto but excepting and reserving the easements and other rights specified in the Second Schedule hereto

4. The Second Owners grant to the First the rights and easements specified in the Second Schedule but excepting and reserving the easements and other rights specified in the First Schedule hereto

THE FIRST SCHEDULE

The land edged green is hereby transferred together with the following rights as appurtenant thereto:-

1. A right to take water from the well situated on the Blue Land and to use for the purpose of pumping water so taken the electric pump and ancillary equipment situated on the Blue Land subject to a contribution of one half the cost of running maintaining and repairing the said pump and equipment

2. The right to connect to and use all sewers drains watercourses wires cables and other services now or at any time within the next eighty years laid passing over through or under the Blue Land

3. Any rights of light or air which would prejudicially affect the user by the Second Owners and their successors in title of the Blue Land for building purposes are hereby excepted and it is hereby declared that the first Owners and their successors in title shall not become entitled to any right for the benefit of the Green Land

4. There is to be included in the transfer to the First Owners all rights in the nature of easements now or usually enjoyed by or in respect of the Green Land over through or from the Blue Land

THE SECOND SCHEDULE

The land edged blue is hereby transferred together with the following rights as appurtenant thereto:-

.....

A: Property Register continued

-
.....
2. A right to use the water storage tanks situated on the Green Land together with any pipes cables or other equipment ancillary to their use subject to a contribution of one half the cost of running maintaining and repairing the said tanks
 3. The right to connect to and use all sewers drains watercourses wires cables and other services now or at any time within the next eighty years laid passing over or through or under the Green Land
 4. Any right of light or air which would prejudicially affect the user by the first Owners and their successors in title of the Green Land for building purposes are hereby excepted and it is hereby declared that the Second Owners and their successors in title shall not become entitled to any such right for the benefit of the Blue Land
 5. There is to be included in the transfer to the Second Owners all rights in the nature of easements now or usually enjoyed by in respect of the Blue Land over through or from the Green Land."

NOTE 1: Copy plan filed under BK233020

NOTE 2:- The land in this title forms part of the land edged green referred to above.

- 3 (19.11.1992) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of adjoining land dated 2 November 1992 made between (1) Nicholas Nigel Monro and Cherry Monro and (2) Ernest John Morris.

NOTE: Original filed under BK306778.

- 4 (13.05.1999) By a Transfer of the land adjoining the eastern boundary of the land in this title dated 8 April 1999 made between (1) Cherry Monro and (2) Michael James Long and Susan Phyllis Long the right of way over the land coloured orange reserved by the Transfer dated 2 November 1992 above was expressed to be released.
- 5 (07.06.2012) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 29 March 2012 made between (1) Cherry Munro and (2) Fredrick James Monro.

NOTE: Copy filed.

- 6 (02.10.2014) By a Deed dated 5 September 2014 made between (1) Cherry Monro and (2) Frederick James Monro the rights granted in the Transfer dated 29 March 2012 referred to above has been varied.

NOTE: Copy filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (07.06.2012) PROPRIETOR: FREDERICK JAMES MONRO of 102 Wilcot Road, Pewsey SN9 5NL.
- 2 (02.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 5 September 2014 in favour of Shawbrook Bank Limited referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 19 February 1980 made between (1) David Seton Wills (Vendor) and (2) Nicholas Nigel Monro, Cherry Monro, Ernest John Morris and Sybil Eileen Morris (Purchasers):-

"Except and Reserved unto the Owner for the time being of the Vendor's adjoining property (subject to the provisions of the Ground Game Act 1880 and the Ground Game Amendment Act 1906) with the exclusive rights for him and his friends servants and others of shooting hunting coursing fowling and sporting over and taking all manner of gamecocks snipe quails hares rabbits and all wild fowl and of trapping vermin upon the property hereby conveyed with power to enter thereon for the purposes aforesaid or for preserving or rearing the same game and wild fowl and other animals aforesaid there killed and taken

Out of the conveyance hereinbefore contained there are further excepted and reserved to the Vendor and his successors in title the owners and occupiers for the time being of the land adjoining the land hereby conveyed the right to have a free and uninterrupted supply of water from the borehole situated on the property hereby conveyed and a further right from time to time and at all reasonable times to inspect take up cleanse repair remove and replace the said water pipe or any part thereof the Vendor or other the persons exercising the said rights doing as little damage as possible to the land hereby conveyed and making compensation or making good any damage that is done"

- 2 (19.11.1992) A Deed dated 3 November 1992 made between (1) Cherry Monro and (2) Ernest John Morris contains the following covenants:-

"I CHERRY MONRO of Hopgrass Cottage Bath Road Hungerford Berkshire with the intent and so as to bind (so far as practicable) the property comprised in the above Title Numbers (herein referred to as "Hopgrass Cottage") into whosoever hands it comes and to benefit and protect the property known as Hopgrass Barn registered at Land Registry under Title Number BK233020 or any part of it (but not so as to render herself or any person deriving title under her personally liable for any breach of covenant committed after she has parted with all interest in Hopgrass Cottage in respect of which the breach occurs) COVENANTS with ERNEST JOHN MORRIS of Hopgrass Barn aforesaid that she and her successors in title shall observe and perform the restrictions set out in the Schedule hereto in relation to Hopgrass Cottage PROVIDED ALWAYS that the said restrictions and stipulations shall cease to be binding and shall be of no effect if the said ERNEST JOHN MORRIS remains registered proprietor of Hopgrass Barn aforesaid as at the date of his death.

THE SCHEDULE

1. Not to use that part of the land belonging to Hopgrass Cottage as is tinted blue on the plan annexed hereto for any purpose other than as garden and recreation land and to keep it well maintained and cultivated as such.

2. Not to erect on any part of the said land tinted blue any buildings other than garden sheds greenhouses and/or summerhouses for the purposes set out in paragraph 1 of this Schedule."

NOTE: The land tinted blue referred to is tinted blue on the title plan so far as it affects the land in this title.

- 3 (18.08.2003) An Agreement dated 14 August 2003 made between (1) Cherry Munro and (2) The Governor and Company of the Bank of Scotland and (3) West Berkshire District Council pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions and restrictive covenants relating to the development of the land edged yellow on the filed plan.

NOTE: Copy filed under BK277472.

- 4 (02.10.2014) REGISTERED CHARGE dated 5 September 2014.

Title number BK449991

C: Charges Register continued

5 (02.10.2014) Proprietor: SHAWBROOK BANK LIMITED (Co. Regn. No. 388466)
of Lutea House, The Drive, Warley Hill Business Park, Great Warley,
Brentwood, Essex CM13 3BE.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 13 MAR 2017 AT 14:01:18. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, GLOUCESTER OFFICE.

TITLE NUMBER: BK277472

There is no application or official search pending against this title.

A: Property Register

This register describes the land and estate comprised in the title.

WEST BERKSHIRE

1 (17.10.1980) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hopgrass Farm Cottage, Strongrove Hill, Bath Road, Hungerford (RG17 0SJ).

2 The Conveyance dated 19 February 1980 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that the Vendor and his successors in title shall be under no restriction or obligation in respect of the disposal or user of the remaining part of the adjoining estate or any part thereof other than as may be restricted by this Deed and the Purchasers and their successors in title shall not be entitled to any right of light or easement or otherwise which will in any way diminish or interfere with the free and uninterrupted user of any adjoining land now belonging to the Vendor whether for building or for any other purposes and any such implication shall be hereby excluded."

3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land adjoining the Eastern boundary of the land in this title dated 3 May 1985 made between (1) Nicholas Nigel Monro and Cherry Monro (2) Ernest John Morris and Sybil Eileen Morris and (3) The Ramsbury Building Society:-

"The First Owners grant to the Second owners the right and easements specified in the First Schedule hereto but excepting and reserving the easements and other rights specified in the Second Schedule hereto

4. The Second Owners grant to the First the rights and easements specified in the Second Schedule but excepting and reserving the easements and other rights specified in the First Schedule hereto

THE FIRST SCHEDULE

The land edged green is hereby transferred together with the following rights as appurtenant thereto:-

1. A right to take water from the well situated on the Blue Land and to use for the purpose of pumping water so taken the electric pump and ancillary equipment situated on the Blue Land subject to a contribution of one half the cost of running maintaining and repairing the said pump and equipment

2. The right to connect to and use all sewers drains watercourses wires cables and other services now or at any time within the next eighty years laid passing over through or under the Blue Land

3. Any rights of light or air which would prejudicially affect the user by the Second Owners and their successors in title of the Blue Land for building purposes are hereby excepted and it is hereby declared that the first Owners and their successors in title shall not

A: Property Register continued

become entitled to any right for the benefit of the Green Land

4. There is to be included in the transfer to the First Owners all rights in the nature of easements now or usually enjoyed by or in respect of the Green Land over through or from the Blue Land

THE SECOND SCHEDULE

The land edged blue is hereby transferred together with the following rights as appurtenant thereto:-

1. A right of way at all times and for all purposes in connection with the blue Land over the access track and are marked orange on the said plan annexed hereto subject to a contribution of one half of the cost of maintaining and repairing the said track

2. A right to use the water storage tanks situated on the Green Land together with any pipes cables or other equipment ancillary to their use subject to a contribution of one half the cost of running maintaining and repairing the said tanks

3. The right to connect to and use all sewers drains watercourses wires cables and other services now or at any time within the next eighty years laid passing over or through or under the Green Land

4. Any right of light or air which would prejudicially affect the user by the first Owners and their successors in title of the Green Land for building purposes are hereby excepted and it is hereby declared that the Second Owners and their successors in title shall not become entitled to any such right for the benefit of the Blue Land

5. There is to be included in the transfer to the Second Owners all rights in the nature of easements now or usually enjoyed by in respect of the Blue Land over through or from the Green Land."

NOTE: Copy plan filed under BK233020.

4 (21.09.1990) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

5 (19.11.1992) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of adjoining land dated 2 November 1992 made between (1) Nicholas Nigel Monro and Cherry Monro and (2) Ernest John Morris.

NOTE: Original filed under BK306778.

6 (19.11.1992) The Transfer dated 2 November 1992 referred to above contains a provision as to boundary structures.

7 (13.05.1999) By a Transfer of the land edged and numbered BK355570 in green on the filed plan dated 8 April 1999 made between (1) Cherry Monro and (2) Michael James Long and Susan Phyllis Long the right of way over the land coloured orange reserved by the Transfer dated 2 November 1992 above was expressed to be released.

8 (07.06.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered BK449991 in green on the title plan dated 29 March 2012 made between (1) Cherry Munro and (2) Frederick James Monro.

NOTE: Copy filed under BK449991.

9 (16.07.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

10 (07.10.2014) By a Deed dated 5 September 2014 made between (1) Cherry Monro and (2) Frederick James Monro the easements contained in the Transfer dated 29 March 2012 referred to above has been varied.

NOTE: Copy filed under BK449991.

Title number BK277472

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (28.07.1992) PROPRIETOR: CHERRY MONRO of Hopgrass Cottage, Strongrove Hill, Bath Road, Hungerford, Berks RG17 0SJ.
- 2 (28.07.1992) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title dated 19 February 1980 made between (1) David Seton Wills (Vendor) and (2) Nicholas Nigel Monro, Cherry Monro, Ernest John Morris and Sybil Eileen Morris (Purchasers):-

"Except and Reserved unto the Owner for the time being of the Vendor's adjoining property (subject to the provisions of the Ground Game Act 1880 and the Ground Game Amendment Act 1906) with the exclusive rights for him and his friends servants and others of shooting hunting coursing fowling and sporting over and taking all manner of gamecocks snipe quails hares rabbits and all wild fowl and of trapping vermin upon the property hereby conveyed with power to enter thereon for the purposes aforesaid or for preserving or rearing the same game and wild fowl and other animals aforesaid there killed and taken

Out of the conveyance hereinbefore contained there are further excepted and reserved to the Vendor and his successors in title the owners and occupiers for the time being of the land adjoining the land hereby conveyed the right to have a free and uninterrupted supply of water from the borehole situated on the property hereby conveyed and a further right from time to time and at all reasonable times to inspect take up cleanse repair remove and replace the said water pipe or any part thereof the Vendor or other the persons exercising the said rights doing as little damage as possible to the land hereby conveyed and making compensation or making good any damage that is done"

- 2 (19.11.1992) A Deed dated 3 November 1992 made between (1) Cherry Monro and (2) Ernest John Morris contains the following covenants:-

"I CHERRY MONRO of Hopgrass Cottage Bath Road Hungerford Berkshire with the intent and so as to bind (so far as practicable) the property comprised in the above Title Numbers (herein referred to as "Hopgrass Cottage") into whosoever hands it comes and to benefit and protect the property known as Hopgrass Barn registered at Land Registry under Title Number BK233020 or any part of it (but not so as to render herself or any person deriving title under her personally liable for any breach of covenant committed after she has parted with all interest in Hopgrass Cottage in respect of which the breach occurs) COVENANTS with ERNEST JOHN MORRIS of Hopgrass Barn aforesaid that she and her successors in title shall observe and perform the restrictions set out in the Schedule hereto in relation to Hopgrass Cottage PROVIDED ALWAYS that the said restrictions and stipulations shall cease to be binding and shall be of no effect if the said ERNEST JOHN MORRIS remains registered proprietor of Hopgrass Barn aforesaid as at the date of his death.

THE SCHEDULE

1. Not to use that part of the land belonging to Hopgrass Cottage as is tinted blue on the plan annexed hereto for any purpose other than as garden and recreation land and to keep it well maintained and cultivated as such.

Title number BK277472

C: Charges Register continued

2. Not to erect on any part of the said land tinted blue any buildings other than garden sheds greenhouses and/or summerhouses for the purposes set out in paragraph 1 of this Schedule."

NOTE: The land tinted blue referred to is tinted blue on the filed plan so far as it affects the land in this title.

3 (18.08.2003) An Agreement dated 14 August 2003 made between (1) Cherry Munro and (2) The Governor and Company of the Bank of Scotland and (3) West Berkshire District Council pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions and restrictive covenants relating to the development of the land edged yellow on the filed plan.

NOTE: Copy filed.

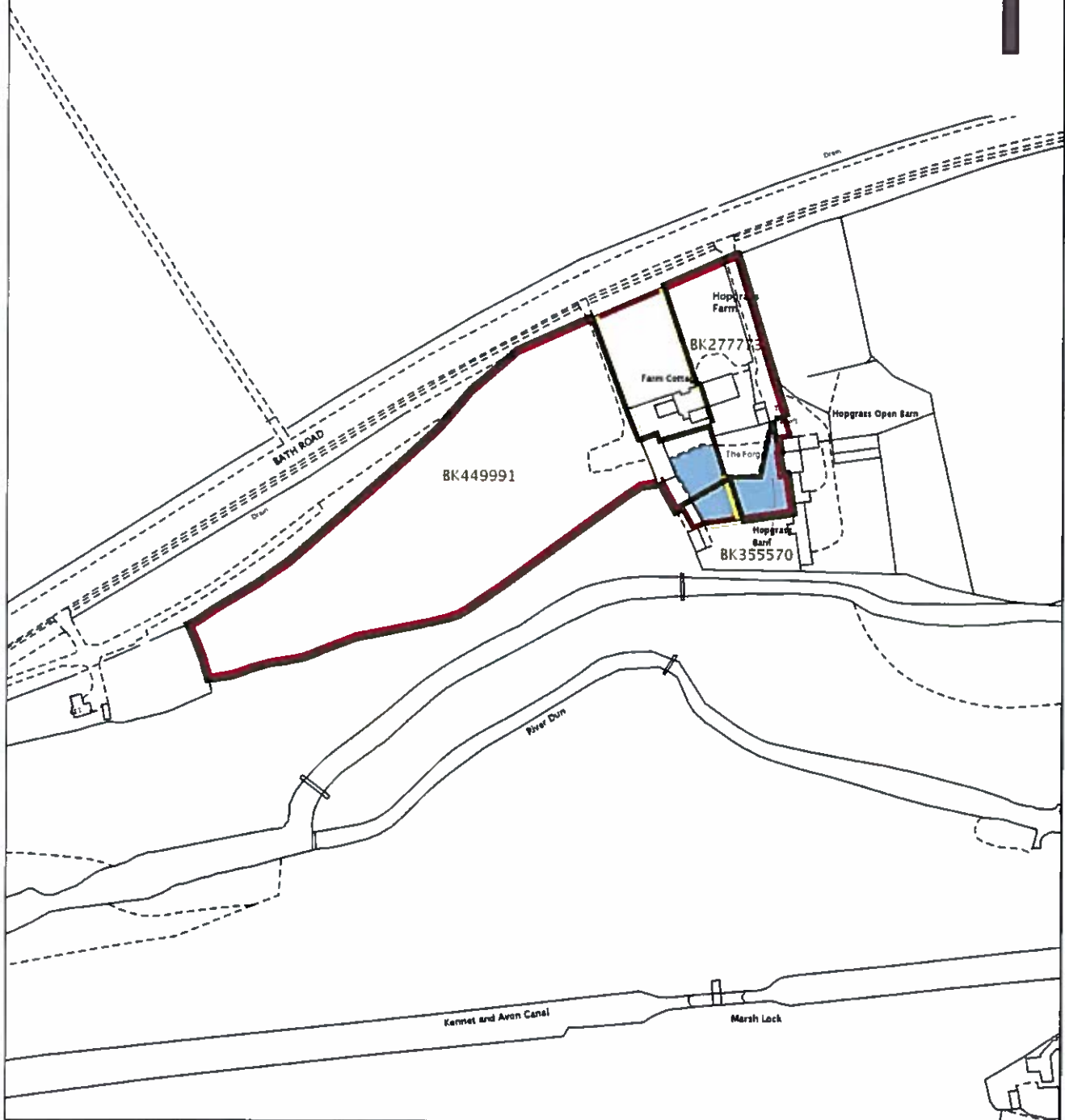
End of register

Land Registry Current title plan

Title number **BK277472**
Ordnance Survey map reference **SU3268NE**
Scale **1:2500**
Administrative area **West Berkshire**



© Crown copyright and database rights 2012 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 13 March 2017 at 14:03:24. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by Land Registry, Gloucester Office.

or official use

indicating date of receipt

COMMONS REGISTRATION ACT 1965
BERKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
12 JUN 1968

CL E 82
CL 83
CL 84
CL 85

COMMONS REGISTRATION ACT 1965

Application for the registration of
land as common land

IMPORTANT NOTE: Before filling in this form, read carefully the notes on the back. An incor-
rectly completed application form may be rejected.

Insert name of registration authority (see Note 1).

To the' Berkshire County Council Shire Hall Reading

Application is hereby made for the registration as common land of the land described below.

Part 1.

Name and address of the applicant.

(Give Christian names or fore-
names and surname or, in the
case of a society or other body,
the full title of the body. If part
2 is not completed all corres-
pondence and notices will be
sent to the applicant.)

Richard Alfred Bartholomew
Major Humphrey le Fleming
Fairfax Harvey
John Edgar Pallett
Edwin Philip Spackman
Gerald Cooper Watson
Eric Leslie Davis
Humphrey Dugdale
Astley Hope
Stephen Richmond Neate
Edward Pratt
Clive Theodore Norman

all of Hungerford Berks the present Trustees of the
Charity known as The Town and Manor of Hungerford
for and on behalf of the Official Custodian for
Charities.

Part 2.

Name and address of solicitor, if any.

(This part should be completed
only if a solicitor has been in-
structed for the purposes of the
application. If it is completed,
all correspondence and notices
will be sent to the solicitor.)

John Marshall,
28, High Street,
Hungerford.

Part 3.

(See Notes 2, 3 and 4).

Particulars of the land to be registered, i.e. the land claimed to be common land.

(a) Name by which usually known Port Down (CL 82)

Locality Hungerford

Delete reference to plan where
none is submitted. A plan must

Colour on plan herewith' Red

continued on next page....

The application must be signed by the applicant personally, unless the applicant is a body corporate or unincorporate, in which case it must be signed by the secretary or some other duly authorised officer.

Signature of applicant or of person on applicant's behalf.

[Handwritten Signature]

as Clerk to the Town and Manor of Hungerford
Date

Part 3
continued

(b) (E283)

Name by which usually known - Freeman's Marsh

Locality - Hungerford

Colour on plan herewith - Red hatched red

(c) (E284)

Name by which usually known - Parts of Rivers Kennet and Dunn within the Borough of Hungerford.

Locality - Hungerford.

Colour on plan herewith - Blue.

(d) (E285)

Name by which usually known - That part of the River Dunn within the Manor and Liberty of Sanden Fee.

Locality - Hungerford.

Colour on plan herewith - Blue hatched blue.

Statutory Declaration in Support

547
No(s):
82
82

To be made by the applicant personally, unless the applicant is a body corporate or unincorporate, in which case the declaration must be made by the person who has signed the application. Inapplicable wording should be deleted throughout.

name.

I, John Marshall
solemnly and sincerely declare as follows:

this paragraph if it
apply.
city in which acting.

1. I am the person who has signed the foregoing application.
2. 'I am' the Clerk to the applicant and am duly authorised by the applicant to make the foregoing application.
3. I have read Notes 2 and 3 on the back of the application form and believe that the land described in the application is common land.
4. "The plan now produced and shown to me marked " A " is the plan referred to in the application.

this paragraph if
plan.
marking" as on plan
5).

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Statutory Declarations Act 1835.

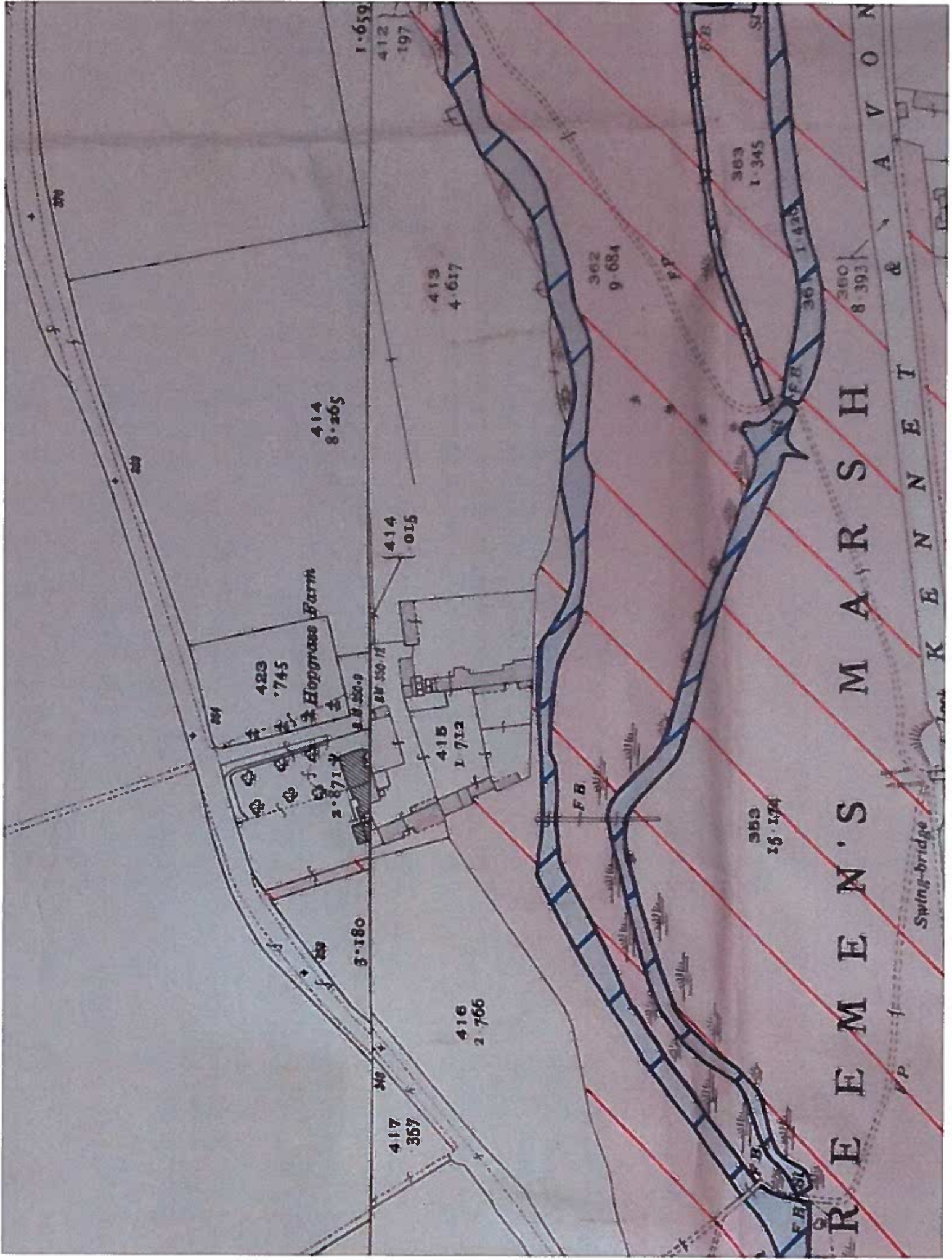
Declared by the said John
 Marshall
 at Newbury
 in the County of Berks
 this 11th day of June 1968.

Before me,
 Signature
 Address Newbury

Qualification A Commissioner of Berks

of
y the
n 4
lip

REMINDER TO OFFICER TAKING DECLARATION:
Please initial all alterations and mark any plan as an exhibit.



Hoggrass Barn

REEMEN'S MARSH
KENNETH & AVON

Swing-bridge

414
8-265

413
4-617

414
015

423
745

415
1-712

416
2-766

417
357

362
9-684

363
1-345

363
16-174

360
8-393

361
1-436

1-659

3-180

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

CL83



The Office of the Commons Commissioners
Watergate House, 15 York Buildings
Adelphi, London
WC2N 6LB

Telephone 01-839 7196 ext

Reading R'd 73

County Secretary
Berks County Council
Shire Hall
Reading
Berks

Date

23 Oct 1978

Dear Sir

Commons Registration Act 1965

Reference No. 202/U/23

Land called Freeman's Marsh, Hungerford

Register Unit No. CL.83

I enclose a copy of the decision of the Commons Commissioner in this matter.

Any application to the Commissioner for the statement of a case must be made in writing addressed to me at this office, and must state the point of law in question.

Since you may not, in law, be a "person aggrieved", you are recommended to take legal advice if you contemplate requiring the Commissioner to state a case.

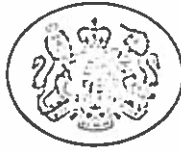
If you were entitled to be heard at the hearing of this matter, but did not attend the hearing, the Commissioner may, on an application made by you within 10 days from the date of this letter, re-open the hearing and set aside his decision on such terms as he thinks fit, if he is satisfied that you had sufficient reason for your absence.

Yours faithfully,

L. FORRESTER

~~SECRETARY~~

Clerk of the Commons Commissioners.



In the Matter of Freeman's Marsh, Hungerford,
Berkshire

DECISION

This reference relates to the question of the ownership of land known as Freeman's Marsh, Hungerford, being the part of the land comprised in the Land Section of Register Unit No CL 83 in the Register of Common Land maintained by the former Berkshire 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 the Trustees of the Charity called or known as the Town and Manor of Hungerford and Property administered therewith in the Ancient Parish of Hungerford in the County of Berkshire claimed to be the freehold owner 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 Newbury on 2 February 1978.

At the hearing Mr J Marshall, solicitor, the Clerk to the Trustees, appeared on behalf of the Trustees.

The land in question was vested in the Official Custodian for Charities by a scheme set out in the schedule to an Order of the Charity Commissioners of 11 February 1908 as affected by the Charities Act 1960.

On this evidence I am satisfied that the Official Custodian for Charities is the owner of the land, and I shall accordingly direct the Berkshire County Council, as registration authority, to register him as the owner of the land under section 8(2) of the Act of 1965.

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

Dated this 20th day of March 1978

CHIEF COMMONS COMMISSIONER