

APPENDIX 2

Notice of Objection to application for the registration of Church Field, Hilperton, as a Town or Village Green

This Objection is made on behalf of Mr Roger Pike of Fairfield House, Nursery Close, Church Street, Hilperton, Trowbridge, Wiltshire, BA14 7RP ("Mr Pike") in response to an application dated 20 April 2017 by 'Church Field Friends' for the registration of an area of land known as Church Field, Hilperton, as a Town or Village Green under section 15 of the Commons Act 2006 ("the Act") ("the Application"). Mr Pike is the owner of the land at Church Field, having acquired title to it pursuant to a Deed of Gift from his late father, Norman Pike, dated 15 September 1959. A copy of that Deed of Gift, together with the Assent dated 10 July 1953 that is referred to in the Deed (which contains a plan identifying Church Field as Pt 140 on the Ordnance Survey Map (1936 and 1939 Revisions)) is attached to this Notice of Objection and marked "RP1".

The purpose of this Notice of Objection is to set out the grounds on which Mr Pike's objection is based. Mr Pike, through his solicitors, has reached an agreement with the registration authority, Wiltshire Council, that his evidence in support of the grounds stated herein is to be submitted to the Council within 28 days of this Notice, so by no later than 2 October 2017.

Before setting out the grounds of Mr Pike's objection, it is important to note that 'Church Field Friends' have specified that subsection (2) of section 15 of the Act applies to this Application. Section 15(2) provides as follows:

(2) This subsection applies where—

- (a) a significant number of the inhabitants of any locality, or of any neighbourhood within a locality, have indulged as of right in lawful sports and pastimes on the land for a period of at least 20 years; and
- (b) they continue to do so at the time of the application.

Grounds of objection

Mr Pike objects to the Application on the following grounds:

1. 33 statements have been provided in support of the Application, and in some instances (Clark, Coles, Davies, Waring, Hart and Harvey) statements have been provided by multiple members of the same family, presumably in an attempt to show that the Application has the support of a greater number of people, notwithstanding that the family members' evidence in those instances is essentially the same. In any

event, 33 people do not represent a significant number of the inhabitants of any locality, or neighbourhood within a locality, for the purposes of section 15 of the Act;

2. It is a requirement of section 15 of the Act that the sports/pastimes in question must have been indulged in "as of right". On several occasions throughout the 20-year period prior to the Application, Mr Pike has been asked for permission by potential users of Church Field to carry out certain activities there. For example, Mr Pike remembers being contacted by members of staff at Hilperton School (when it was at the Knap, Hilperton), who requested permission for the School's pupils to camp/pitch tents on Church Field;
3. There are at least three common law rights of way across Church Field. They are represented by the black dotted/broken lines on the plan attached to the Application as Exhibit A. Mr Pike accepts that some inhabitants of the local area regularly use these rights of way while, for example, walking their dogs. Their use of Church Field is consistent with their right to walk across it. In other words, their usage of Church Field has been "by right", not "as of right" (for an analysis of the differences between the two, see *Naylor v Essex County Council* [2014] EWHC 2560 (Admin));
4. Exhibit B to the Application contains a so-called 'Summary of uses of the land from witness statements'. That list contains several spurious alleged uses, including "Socialising", "Creating dance routines", "Creating memories" and "Air ambulance landing". To the extent that those alleged uses are capable of amounting to sports or pastimes (and, for the avoidance of any doubt, it is not accepted that they do), it is unlikely that those activities have been indulged in with sufficient regularity/frequency such that they could reasonably be said to count towards the sports/pastimes that are alleged to have been carried on at Church Field throughout the relevant period;
5. For several significant periods of time during the 20 years prior to the Application, Mr Pike has granted licenses to local farmers for them to graze livestock on Church Field. It is improbable that the activities alleged in the Application to have been carried on at Church Field could have done so uninterrupted during the 20-year period because they were incompatible with the use of the land for grazing livestock (for a discussion of the impact of such an interruption on what might otherwise be continuous use for sports/pastimes, see the *Naylor* case referred to above);
6. In light of: (a) other uses of the land during the relevant 20-year period (such as grazing; and the use of parts of Church Field as an overflow car park for St Michael and All Angels Church); and (b) it being used primarily in accordance with the

common law rights of way which make up only a small part of the land; it cannot sensibly be said that the whole of Church Field has been used for the alleged sports/pastimes during the relevant period (see *R (Cheltenham Builders Ltd) v South Gloucestershire Council* [2003] EWHC 2803 (Admin));

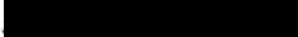
7. Most of the statements made in support of the Application are by persons who can each attest only to parts of the relevant 20-year period (Thomas Clark, Robert Coles, Wendy Coles, James Davies, Catharina Davies, Tim Davies, Helen Davies, Kenneth Warr, Nicola Walker, J.A.S. Waring, K.J. Waring, Chris Hart, Phoebe Hart, Heidi Hart, Isabelle Hart, Helen Whitehead, Steve Harvey). Accordingly, their evidence is of limited value in establishing that Church Field has (or, as the case may be, has not) been used as of right for indulgence in the alleged sports/pastimes throughout the 20 years;
8. With particular reference to the statement by Sonja Kotevska, Mr Pike is surprised by the assertion that, during the last 26 years or so, children who attend St Michael's Pre-School "*have accessed the whole of Church field on a regular basis, exploring nature and using it for recreational purposes ...*". As far as Mr Pike is aware, St Michael's Pre-School has, for a considerable period of the last 26 years, been based in the Village Hall, Whaddon Lane. In the grounds of the Village Hall is a large playing field. It seems improbable that the staff and children at St Michael's Pre-School would not simply use their own playing field for field trips/nature walks rather than using Church Field, which is much further away. As for Ms Kotevska's assertion that "*children from Trowbridge utilize the field as safe access to the pre-school*", that is simply a reference to the common law rights of way which are dealt with at paragraph/ground number 3 above;
9. It is quite clear from a number of the statements from members of the 'Church Field Friends' group that many of them are at least partially motivated to support the Application on account of their desire not to see the land developed on in the future. That is not one of the criteria for a successful application under section 15 of the Act, nor is it a factor to be taking into account by the registration authority which determines the application. The following are some examples of the Church Field Friends' expressions of their motivations/desires that there should be no development work on Church Field or further development in Hilperton generally:

(a) Wendy Coles: "*I remember when I first heard the mention of a road being built across the fields and the possibility of houses. My friends and I devised a plan to stop the opening of the road (not a particularly solid plan!) and luckily*

for me it was never built during my time there so we never put our strategy into action!";

- (b) Kenneth and Catherine Warr: *"...if houses were to be built on part of The Gap in the future, the preservation of Church Field as a continuing venue for wildlife would become even more important.";*
- (c) Ivan and Ayesha Moore: *"There are very few such areas remaining in the districts and it is essential that places of long established leisure and amenity such as this, combined with its historic farming use, are preserved and protected from change or future developments.";*
- (d) Lucy, Martin & Sian Wilcox: *"Villages are a quintessential part of the British countryside. With village green status for Church Field we will uphold these traditions and ensure that future generations can enjoy this beautiful part of the country side.";*
- (e) Chris Hart: *"Church Field is a place that the residence [sic] of Hilperton go to socialise, exercise and relax and I believe if it isn't already, should be preserved for future residence [sic] to use.";*
- (f) Sally Lacey: *"I think it is very important to keep this field as it will give a gap between Trowbridge and Hilperton. If this field is not saved the people in Hilperton will struggle to find somewhere close to go to walk the dog or for other recreational reasons.";* and

10. Mr Pike is understandably concerned by the letter from Mr Kenneth Warr to Chris and Heidi Hart dated 28 March 2017 (included within Exhibit D to the Application), in which Mr Warr suggests that he would remove anything prejudicial to the success of the application if prompted to do so by Mr and Mrs Hart. Arguably this suggests that some of the evidence may have been tailored/contrived so that, ostensibly, it meets the criteria for a successful application under section 15 of the Act rather than simply representing the facts about the local inhabitants' use of Church Field during the relevant period.

Signed: 

Goughs Solicitors

(For and on behalf of Roger Pike)

Dated: 4 September 2017

"RPI"



MEMORANDUM By a Conveyance dated 18 March 1972 the property being
OS Estates 412, 414, 415, 417, 418 and 451 was transferred to Conington Estates
Ltd. Duplicates of both transfers are in the file records of Conington Estates
By a Transfer made in favour of the above named property being transferred
from Hilperston Transfer Station to the above named property (a copy of the plan is attached hereto)
was transferred to Hilperston Transfer Station

DATED 15th September 1959.

NORMAN PIKE, ESQ.

- to -

ROGER PIKE, NSQ.

DEED OF GIFT

WILKINS & HILL,
Solicitors,
ROCHESTER,
WILTS.

MEMORANDUM:

BY a Deed of Covenant made the 14th day of September 1979 between the within named Roger Pike and Erich Schonfeld and Mary Schonfeld the within named Roger Pike covenanted not to plant erect or construct any item on the area hatched Black on the plan attached to the Deed and to restrict the growth of plants trees and shrubs on the land in all respects so as not to interfere with the clear visibility required from an access way to be built on the Covenantees' adjoining property

MEMORANDUM By a Conveyance (copy with deeds) dated 25th November 1985 part of OS estate 148 was conveyed by Roger Pike to Raymond Phillip Hart and Dianne Mary Hart in fee simple subject as herein contained and an acknowledgment was given for production of His Deed of Gift

MEMORANDUM By a Conveyance dated 8 September 1988 a strip of land being part of OS 148 and adjoining 192 Denizes Road Hilperston was conveyed in fee simple to Dennis Overton and Barry Tony Overton (Duplicate with deeds)

MEMORANDUM By a Conveyance dated 19th December 1988 4.577 acres of land adjoining 162 Denizes Road Hilperston (OS 118 and part 119 and 119(M) (H) (S)) was conveyed in fee simple to H.S. & K.M. Nurkowski Ltd (copy with deeds)



DEED OF GIFT is made the *Fifteen* day of *September* One thousand nine hundred and fifty-nine BETWEEN NORMAN PIKE of "Highfield" Trowbridge in the County of Wilts Farmer (hereinafter called "the Grantor") of the one part and ROGER PIKE of Monkton Broughton Gifford in the said County of Wilts Farmer (hereinafter called "the Donee") of the other part WHEREAS the Grantor is seised of the property hereinafter described for an estate in fee simple in possession free from incumbrances and is desirous of conveying the said property to the Donee by way of gift

NOW THIS DEED WITNESSETH that in consideration of his natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THOSE pieces or parcels of land situate in the parish of Hilperton in the County of Wilts TOGETHER with the farmhouse and buildings erected thereon or on some part or parts thereof and known as Church Farm Hilperton aforesaid TOGETHER ALSO with the five cottages known as Numbers 104, 105, 106, 107 and 108 High Street Hilperton aforesaid All which said premises are more particularly described in the Schedule hereto AND TOGETHER ALSO with the benefit of the restrictions stipulations and covenants referred to in the Third Schedule to a certain Assent dated the tenth day of July One thousand nine hundred and fifty-three and made by the Grantor and Harold Freedy in favour of the Grantor TO HOLD the same unto the Donee in fee simple Subject to the restrictive stipulations covenants and conditions referred to in the Second Schedule to the said Assent.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE SCHEDULE above referred to.

<u>No. on O.S. Map</u> <u>(Revision of 1936).</u>	<u>Area.</u>
118	.385
119	6.383
119a	2.898
119f	1.238
119g	.725
Pt. 122	12.071 est.
126	.619
127	1.311
Pt. 140	14.925 est.
142	.953
Pt. 148	5.400 est.
148a	.431
Pt. 198	20.500 est.
<u>(Revision of 1939).</u>	
182	3.845
	<hr/> 71.684

THE SCHEDULE above referred to (contd).

No. on O.S. Map.
(Revision of 1939).

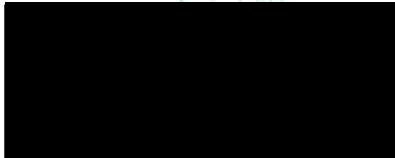
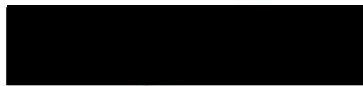
Area.

	71.684
183	10.821
184	12.685
213	7.152
214	8.060
215	1.754
216	.905
217	7.570
443	2.619

Total

123,250 Acres

SIGNED SEALED and DELIVERED
by the said NOKMAN PIKE in the
presence of:-



By a Conveyance dated the 29th April 1966 between the within named Roger Pike (1) & The Bradford & Melksham R.D.C. (2) part O.S. No 140 adjoining the Cemetery Hilperton Wilts was conveyed unto the R.D.C. in fee simple & its right to production of the within written Deed was thereby acknowledged.

BY a Conveyance dated the 29th day of February 1970 made between the within named Roger Pike (1) and The Bradford & Melksham R.D.C. (2) part O.S. Number 140 containing 9 perches or thereabouts and adjoining the land conveyed to the R.D.C. by a Conveyance dated 29th April 1966 on the East side thereof was conveyed unto the R.D.C. in fee simple and its right to production of the within written Deed was thereby acknowledged.

MEMORANDUM: BY a Deed of Grant made the 31st day of December 1971 between the within named Roger Pike (1) and the Southern Electricity Board (2) the said Roger Pike granted to the Southern Electricity Board a right to lay and maintain underground electric lines under the within described land being part of Church Farm Hilperton in the County of Wilts in fee simple and the Board's right to production of the within written Deed was thereby acknowledged.

MEMORANDUM: BY a Conveyance dated the 28th day of August 1975 made between the within named Roger Pike (1) and Phyllis Pike (2) Number 108 Church Street (formerly Number 108 High Street) Hilperton in the County of Wilts and the garden thereto belonging was conveyed unto Phyllis Pike in fee simple and her right to the production of the within-written Deed was thereby acknowledged.

MEMORANDUM: BY a Conveyance made the 11th day of August 1976 between the within named Roger Pike and the Parish Council of Hilperton the said Roger Pike conveyed to the Parish Council of Hilperton the Blind House, Hilperton, in fee simple and acknowledged their right to the production of the within written Deed of Gift.

MEMORANDUM: BY a Deed of Gift dated the 20th day of March 1978 and made between the within named Roger Pike (1) and Pamela Joan Pike (2) Numbers 104 and 105 Church Street Hilperton in the County of Wilts were conveyed to the said Pamela Joan Pike in fee simple and her right to the production of the within written Deed was thereby acknowledged.

MEMORANDUM: BY a Conveyance made the 25th day of April 1980 between the within named Roger Pike (1) and Stephen Merritt (2) Number 106 Church Street was conveyed by the said Roger Pike to Stephen Merritt in fee simple and the right to the production of the within written Deed of Gift was thereby acknowledged.

MEMORANDUM: BY a Conveyance made the 19th day of February 1982 between Pamela Joan Pike and the within named Roger Pike (1) and Victor John Crapnell and Patricia Ann Crapnell (2) the land formerly forming part of the garden land at the rear of Numbers 106 and 108 Church Street Hilperton edged red and hatched green on the plan annexed to the said Conveyance was conveyed by Roger Pike to Victor John Crapnell and Patricia Ann Crapnell and the said Conveyance contained an acknowledgment for production and undertaking for safe keeping of the within written Deed of Gift.

MEMORANDUM: By a Conveyance dated 15 December 1986 107 Church Street Hilperton was conveyed to David John Bartholomew in fee simple (copy has attached)

MEMORANDUM: By a Transfer dated 6 July 1987 a small area of land at rear of 108 Church Street Hilperton was conveyed to Phyllis Pike in fee simple (copy has attached)

MEMORANDUM: By a Conveyance dated 24 January 1990 (duplicate with Deeds) a small area of land being part of OS 0006 (formerly 140) at the rear of 5/6/7 St Michaels Close Hilperton was conveyed to Vivian Leonard Smith and Hettie Beryl Smith in fee simple.

DATED 10th July 1953.

The Personal Representatives
of Amor Mullins Fike deceased

-to-

Norman Fike Esq.

A S S E N T

to the vesting to Church
Farm, Hilperton, Wilts.

[Handwritten signature]

[Handwritten text]

BY a Conveyance dated the 20th June 1957 and made between the within-named Norman Fike of the one part and Roger Fike of the other part the property within described as No. 179 on the O.S. Map containing 17.176 acres together with other property was conveyed to the said Roger Fike in fee simple and his right to production of the within written Assent was thereby acknowledged.

PERORANDUM.



KNOW ALL MEN BY THIS ASSENT which is made the *seventh* day of *July* One thousand nine hundred and fifty three that NORMAN PIKE of Highfield Hilperton Road Trowbridge in the County of Wilts Farmer and HAROLD FREEDY of 19 Fore Street Trowbridge aforesaid Auctioneer (hereinafter called "the Representatives") hereby declare as follows:

1. IN this Assent the following expressions shall have the following meanings that is to say :-

- (a) "The Deceased" shall mean Amor Mullins Pike late of Church Farm Hilperton in the said County of Wilts Retired Farmer deceased who died on the Fourth day of April One thousand nine hundred and fifty two and Probate of whose Will was granted to the Representatives out of the Winchester District Probate Registry on the Fifth day of August One thousand nine hundred and fifty two
- (b) "The Owner" shall mean the said Norman Pike

2. THE Deceased was at his death entitled at law and in equity and the Owner is now entitled in equity to the property specified or referred to in the First Schedule hereto for an estate in fee simple in possession subject as stated in the Second Schedule hereto but otherwise free from incumbrances

3. THE Representatives as Personal Representatives of the deceased have not given or made an assent or conveyance in respect of a legal estate in or affecting all or any part of the property specified or referred to in the First Schedule hereto

4. THE Representatives as Personal Representatives of the deceased hereby :-

- (a) ASSENT to the vesting in the Owner of ALL the property specified or referred to in the First Schedule hereto TO HOLD unto the Owner in fee simple and for his own absolute use and benefit but subject as stated in the second Schedule hereto
- (b) ASSIGNS to the Owner absolutely the benefit of the rights and benefits specified or referred to in the Third Schedule hereto

5. THE Representatives hereby acknowledge the right of the Owner to production of the Probate so granted to the Representatives as aforesaid (the possession whereof is retained by the Representatives) and to delivery of copies thereof

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE Above referred to
Particulars of the land to which the above written Assent relates.

ALL THOSE several closes or pieces of land which are known as Church

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Farm and are situate in the Parishes of Hilperton and Trowbridge in the County of Wilts and comprise in the whole 138.423 acres or thereabouts and are more particularly described hereunder and with the respective boundaries or abuttals thereof are (by way of further identification but not by way of restriction) delineated on the plan annexed hereto and are thereon coloured over with the colour pink such plan being taken from the Ordnance Survey Maps dated in the years One thousand nine hundred and thirty six and One thousand nine hundred and thirty nine of the said Parishes of Hilperton and Trowbridge and the numbers set out hereunder referring to the corresponding numbers in such plan Together with the messuage or farmhouse known as Church Farmhouse and other buildings on the aforesaid pieces or parcels of land

No. on Ordnance Survey Map (1936 and 1939 Revisions).	Description.	Quantity.
118	Rickyard and skilling	. 385
Pt 119	Pasture	6 . 383
Pt 119 c	Pasture	1 . 923
119 f	Pasture	1 . 238
119 g	Pasture	. 725
Pt 122	Pasture	12 . 071
126	Pasture	. 619
127	Farmhouse garden yard and outbuildings	1 . 311
Pt 148	Pasture	5 . 400
148 a	Pasture	. 431
Pt 198	Pasture	20 . 500
Pt 140	Pasture	14 . 850
179	Pasture	17 . 176
182	Pasture	3 . 845
183	Pasture	10 . 821
184	Pasture	12 . 685
213	Pasture	7 . 152
214	Pasture	8 . 060
215	Pasture and shed	1 . 754
216	Pasture	. 905
217	Pasture	7 . 570
443	Pasture	2 . 619
		<u>138 . 423</u>

THE SECOND SCHEDULE Before referred to.

The lands specified in the First Schedule before written are by the above written Assent vested in the Owner subject so far as thereby respectively affected to the matters following that is to say:

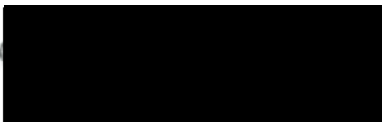
1. As to Ordnance Numbers 179 182 183 and 214 to the restrictions and stipulations on the part of the deceased contained in a Conveyance dated the Sixteenth day of July One thousand nine hundred and twenty three made between the deceased of the one part and Edgar Leonard Hill of the other part

2. As to all the land subject to any title redemption annuity and all encumbrances affecting the same
3. The burden of all covenants (whether positive or negative) on the part of the deceased or the Representatives and provisions binding on him or them given or entered into by him or them and of all rights granted by him or them on or in with the sales of any lands

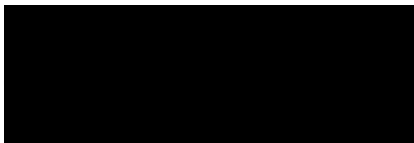
THE THIRD SCHEDULE Before referred to
Particulars of rights specifically assigned by the
above written Assent

1. The benefit of the restrictions and stipulations on the part of the said Edgar Leonard Hill contained in the said Conveyance dated the Sixteenth day of July One thousand nine hundred and twenty three being a Conveyance on Sale to the said Edgar Leonard Hill of certain lands at Hilperton aforesaid
2. The benefit of the covenants on the part of the Trowbridge Water Company contained in two several Conveyances dated respectively the Thirty First day of December One thousand nine hundred and twenty five and the Twelfth day of November One thousand nine hundred and twenty seven and each made between the deceased of the one part and the Trowbridge Water Company of the other part being Conveyances on Sales to the Trowbridge Water Company of certain lands situate near to the Devizes Road at Hilperton aforesaid
3. The benefit of all covenants and agreements (whether positive or negative) and reservations and other provisions in favour of the deceased or the Representatives obtained by him or them on or in connection with sales of lands fronting the Devizes Road at Hilperton aforesaid
4. The benefit of all payments under part VI of the Town and Country Planning Act 1947 in respect of interests in the lands specified in the First Schedule before written which are depreciated in value by virtue of the provisions of that Act

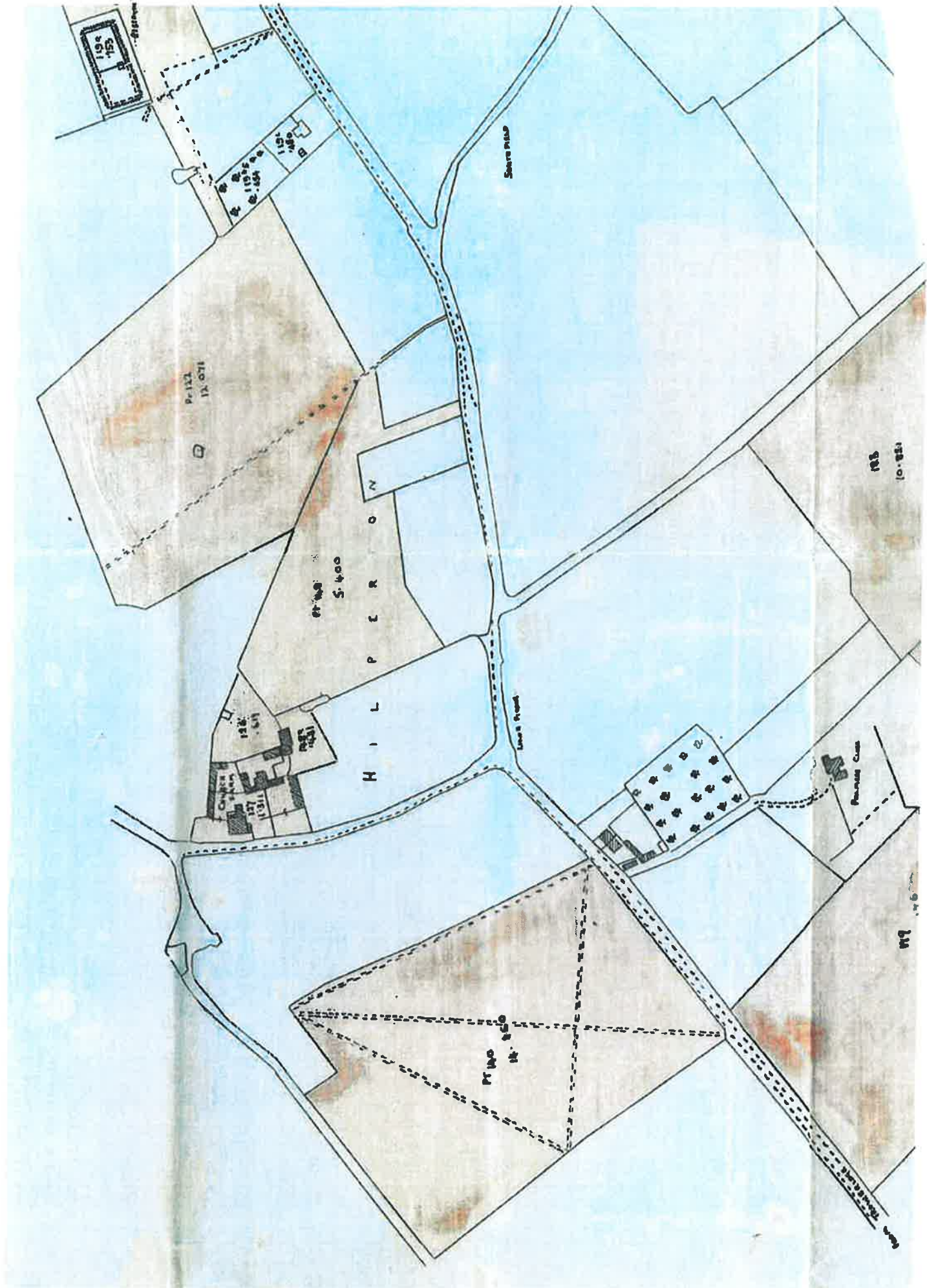
SIGNED SEALED and DELIVERED by the
 before named NORMAN PIKE in the
 presence of



SIGNED SEALED and DELIVERED by the
 before named HAROLD FREEDY in the
 presence of



Witnesses



**In the matter of the Commons Act 2006: Section 15
Application by 'Church Field Friends' for registration of Church Field, Hilperton
as a Town or Village Green**

STATEMENT OF RICHARD VIGAR

1. My name is Richard Vigar. I am a local farmer and have been an active working partner in our family farming business at Pomeroy Farm, Wingfield, BA14 9LJ, for many years.
2. I have known Mr Roger Pike, the owner of Church Field in Hilperton, for approximately 30 years. For a long time, we were both local farmers and have operated in the same circles.
3. On 13 March 2017, the Vigar family farming partnership, J H Vigar & Son, entered into a Grazing Licence Agreement with Mr Pike so that we could use the land at Church Field for agricultural purposes. Attached to this statement and marked "RV1" is a copy of our Grazing Licence Agreement with Mr Pike. I am aware that prior to our licence to use Church Field, Mr Richard Fyfe of Lower Paxcroft Farm, Hilperton, used the field for many years for various agricultural purposes, including grazing livestock.
4. In June of this year, we cut grass from the entire acreage of Church Field and used it to make hay. We intend to take another cut of grass from Church Field quite soon (depending on the weather) to use as silage.

Signed: 
R Vigar

Dated: 30-9-17

"RV1"

GRAZING LICENCE

AGRICULTURAL TENANCIES ACT 1995

THIS AGREEMENT is made the thirteenth day of March two thousand and seventeen between Roger Pike, Fairfield House, Nursery Close, Hilperton, Trowbridge BA14 7RP (hereinafter called the Landlord) and ~~Richard Vigar~~, Pomeroy Farm, Wingfield, BA14 9LJ (hereinafter called the tenant) of the other part. J H VIGAR + SON

WHEREBY it is mutually agreed as follows:

1. The Landlord agrees to let and the Tenant agrees to take on the land known as 12.7 acres Hilperton for the period 1st March 2017 to 30th November 2017 in the sum of £1000. Such rent payable on the commencement of this Agreement.
2. It has been agreed between the Landlord and the Tenant that the land shall be used for agricultural purposes only and at all times and the Tenant shall be entitled during the above period to graze with all classes of livestock except pigs.
3. The Tenant shall keep all fences, walls, gates, ditches and water courses in no worse condition that at the commencement of this Agreement and shall at his own expense put up all necessary fencing to prevent the escape of stock from said land and to insure for the escape of any stock from the land onto adjoining land.
4. The Tenant shall keep the pasture land in no worse condition than at the commencement of the tenancy
5. The Tenant shall not allow the said lands to be injured by excessive treading or pounding of stock.
6. The Tenant shall not assign the benefit of this Agreement nor give or grant any licence to any other person or persons for any use of the said land or any part thereof for any purpose whatsoever.
7. On the termination of this Agreement the Tenant shall leave all walls and hedges in a condition similar to that in which the same are in at the date thereof.
8. If any dispute shall arise out of this Agreement such a dispute shall be referred to an Arbitrator to be appointed by the President of the Royal Institution of Chartered Surveyors, whose findings and costs of reference shall be binding on both parties. Such application will be under the Arbitration Act 1950 and 1996
9. The Tenant will comply with Section 10 of the Agriculture Act 1947 in respect of the

rules of good husbandry.

Signed



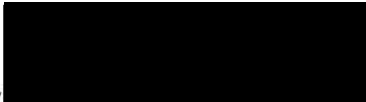
Signed

.....
J H Vigar + Son

In the matter of the Commons Act 2006: Section 15
Application by 'Church Field Friends' for registration of Church Field, Hilperton
as a Town or Village Green

STATEMENT OF RICHARD FYFE

1. My name is Richard Fyfe. I am retired now, but before that I was a farmer at Lower Paxcroft Farm in Hilperton, which is where I still live with my wife.
2. For many years, about 27 as far as I can recall, I had agreements in place with Roger Pike, the owner of Church Field in Hilperton, which were described as 'Grasskeep Agreements'. Those agreements allowed me to graze livestock on Church Field and to mow the land for silage and/or hay. I also entered into 'Deeds of Profit à Prendre' with Mr Pike and his daughters in respect of other parts of their land in Hilperton, on what was called Pound Farm.
3. Copies of some of the Grasskeep Agreements I had in place with Mr Pike, in particular the agreements for the years 2011, 2012 and 2014, are attached to this statement and marked "RF1", "RF2" and "RF3" respectively. As explained above, these are just some of the agreements that we had – I gather that copies of the earlier agreements have not been readily available, but I can confirm that I used the land at Church Field since the 1990s. During the earlier years, I recall that Mr Pike and I put the agreements together ourselves. More recently, we have used the services of Davis Meade land agents. Also attached to this statement are letters that Mr Barry Meade of Davis Meade sent to me in February 2011, March 2012, February 2013 and March 2013, about my agreements with Mr Pike (marked "RF4", "RF5", "RF6" and "RF7" respectively).
4. As far as I can recall, in each year throughout the 27 years or so in which I had Grasskeep Agreements for Church Field, I first mowed the land for silage in around June, and after that I would graze livestock, primarily cattle, on the whole of Church Field. In around 2014, Elizabeth Way was built next to Church Field, and that effectively cut across the land that I used for grazing livestock. From that time onwards, it was no longer suitable for me to graze livestock on Church Field because my loading pens, which are situated near Albany Close, became too difficult to access. However, I would still take a cut of silage from Church Field in June of the years between 2014 and 2017, which is when I had my last agreement with Mr Pike before I retired.

Signed: 

R Fyfe

Dated: 2 . 10 . 17

"RF1"

GRASSKEEP AGREEMENT

THIS AGREEMENT is made the _____ of _____ two thousand and eleven between Roger Pike, Fairfield House, Nursery Close, Hilperton (hereinafter called the 'Vendor') of the one part and Mr Lyfe, Paxcroft Farm, Trowbridge (hereinafter called the Purchaser) of the other part.

WHEREBY It is mutually agreed as follows:-

1. The Vendors agree to sell and the Purchaser agrees to purchase the Grasskeep on the enclosure known as approximately 12.87 acres of land at Hilperton in the county of Wiltshire, in the sum of £772.20 (seven hundred and seventy two pounds and twenty pence).
2. The Purchaser shall be allowed to graze the field with all classes of animals from the 1st day of March 2010, to 31st day December of 2010.

However, taking into respect that if the land becomes wet the Purchaser shall remove his stock so as not to poach the land.
3. The purchase price of £772.20 (seven hundred and seventy two pounds and twenty pence) shall be paid on the signing hereof and this agreement shall be void in the event of non-payment.
4. The Purchaser shall be responsible for the straying of his stock and for any damage caused to adjoining lands and will insure his stock for this purpose.
5. The Purchaser shall be permitted to mow the land for silage and/or hay.
6. (i) The Vendors hereby agree that should any quota (especially milk quota) become attached to the above land through statutory instrument, legislation or by any other means during the term of the Grasskeep, he will not take any action to secure such quota without the express consent of the purchaser insofar as such quota relates to the terms of the Grasskeep agreement.

(ii) And if, notwithstanding (i) above, such quota becomes attached to the land by the process of law, then the Vendor agrees to pay for such quota at open market value or at a value being the difference in value between the land with the quota and the value of the land without the quota, whichever shall be the greater.

7. If any dispute shall arise out of this sale, such dispute shall be referred to an Arbitrator under the Arbitration Act 1996 to be mutually appointed by the parties of this agreement and whose findings and costs of reference shall be binding on both parties (to be appointed by the Royal Institution of Chartered Surveyors).

Signed

.....
Roger Pike
Fairfield House
Nursery Close
Hilperton

Signed

.....
Richard F
Paxcroft Farm
Trowbridge

"RF2"

DavisMeade

GRASSKEEP AGREEMENT

THIS AGREEMENT is made the _____ of _____ two thousand and twelve between Roger Pike, Faifield House, Nursery Close, Hilperton (hereinafter called the 'Vendor') of the one part and Mr Fyfe, Paxcroft Farm, Trowbridge (hereinafter called the Purchaser) of the other part.

WHEREBY It is mutually agreed as follows:-

1. The Vendors agree to sell and the Purchaser agrees to purchase the Grasskeep on the enclosure known as approximately 12.87 acres of land at Hilperton in the county of Wiltshire, in the sum of £900.90 (nine hundred pounds and ninety pence).
2. The Purchaser shall be allowed to graze the field with all classes of animals from the 1st day of March 2012, to 31st day December of 2012.

However, taking into respect that if the land becomes wet the Purchaser shall remove his stock so as not to poach the land.

3. The purchase price of £900.90 (nine hundred pounds and ninety pence) shall be paid on the signing hereof and this agreement shall be void in the event of non-payment.
4. The Purchaser shall be responsible for the straying of his stock and for any damage caused to adjoining lands and will insure his stock for this purpose.
5. The Purchaser shall be permitted to mow the land for silage and/or hay.
6. (i) The Vendors hereby agree that should any quota (especially milk quota) become attached to the above land through statutory instrument, legislation or by any other means during the term of the Grasskeep, he will not take any action to secure such quota without the express consent of the purchaser insofar as such quota relates to the terms of the Grasskeep agreement.

(ii) And if, notwithstanding (i) above, such quota becomes attached to the land by the process of law, then the Vendor agrees to pay for such quota at open market value or at a value being the difference in value between the land with the quota and the value of the land without the quota, whichever shall be the greater.

7. If any dispute shall arise out of this sale, such dispute shall be referred to an Arbitrator under the Arbitration Act 1996 to be mutually appointed by the parties of this agreement and whose findings and costs of reference shall be binding on both parties (to be appointed by the Royal Institution of Chartered Surveyors).

Signed

.....
Roger Pike
Fairfield House
Nursery Close
Hilperton

Signed

.....
Richard Fyfe
Paxcroft Farm
Trowbridge

"RF3"

GRASSKEEP AGREEMENT

THIS AGREEMENT is made the _____ of _____ two thousand and fourteen between Roger Pike, Fairfield House, Nursery Close, Hilperton, Ms Elizabeth Pike and Mrs Carolyn Parkinson c/o 37 Balmoral Close, Chippenham SN14 0UT (hereinafter called the 'Owners') of the one part and Richard Fyfe, Paxcroft Farm, Trowbridge (hereinafter called the Purchaser) of the other part.

WHEREBY It is mutually agreed as follows:-

1. The Vendors agree to sell and the Purchaser agrees to purchase the Grasskeep on the enclosure shown in the schedule attached hereto of approximately 23.56 hectares of land at Hilperton in the county of Wiltshire, in the sum of £6,000 (six thousand pounds).
2. The Purchaser shall be allowed to graze the field with all classes of animals from the 1st day of March 2014, to 31st day December of 2014.

However, taking into respect that if the land becomes wet the Purchaser shall remove his stock so as not to poach the land.

3. The purchase price of £6,000 (six thousand pounds) shall be paid on the signing hereof and this agreement shall be void in the event of non-payment.
4. The Purchaser shall be responsible for the straying of his stock and for any damage caused to adjoining lands and will insure his stock for this purpose.
5. The Purchaser shall be permitted to mow the land for silage and/or hay.
6. (i) The Owners hereby agree that should any quota (especially milk quota) become attached to the above land through statutory instrument, legislation or by any other means during the term of the Grasskeep, he will not take any action to secure such quota without the express consent of the purchaser insofar as such quota relates to the terms of the Grasskeep agreement.

(ii) And if, notwithstanding (i) above, such quota becomes attached to the land by the process of law, then the Owners agree to pay for such quota at open market value or at a value being the difference in value between the land with the quota and the value of the land without the quota, whichever shall be the greater.

7. If any dispute shall arise out of this sale, such dispute shall be referred to an Arbitrator under the Arbitration Act 1996 to be mutually appointed by the parties of this agreement and whose findings and costs of reference shall be binding on both parties (to be appointed by the Royal Institution of Chartered Surveyors).

Signed

.....
Roger Pike
Fairfield
Nursery Cross
Hilperton

Signed

.....
Richard Fyfe
Paxcroft Farm
Trowbridge

"RF4"

DavisMeade
AGRICULTURAL

3 Market Place
Marshfield
Wiltshire
SN14 8NP

Mr Richard Fyfe
Paxcroft Farm
Trowbridge
Wilts. BA14 6JB

RVM/EF/Pike

7 February 2011

Dear Richard

Profit à Prendre

Can I presume that you are interested in taking Roger Pike's land again at the same rate as last year, partly on a Profit à Prendre and partly on grass keep? Assuming this to be the case I enclose herewith agreements for your signature. Could you kindly return them with your cheque if you are happy to continue?

Yours sincerely

Barry Meade
DAVIS MEADE Agricultural

encs.



DIRECTOR: BARRY MEADE FRICS FRAV · CONSULTANT: PHILIP MEADE FRICS
Davis Meade Agricultural is a trading name for Smiths of Newent at Marshfield, Registered in England, Company No. 5078677

LAND & ESTATE AGENTS · CHARTERED SURVEYORS · AUCTIONEERS · VALUERS · FINE ART SALES

"RFS"

Mr Richard Fyfe
Paxcroft Farm
Trowbridge
Wilts. BA14 6JB

BVM/HF/Pike

6 March 2012

Dear Richard

Deed of Profit à Prendre and Grasskeep

I presume that you are interested in taking Roger Pike's land again at the same rate as last year, partly on a Profit à Prendre and partly on grass keep. I therefore enclose agreements for your signature. Could you kindly return them with your cheque, for a total of £6990.90, if you are happy to continue? This price includes an increase in the grasskeep from £60 an acre to £70 an acre.

Yours sincerely

Barry Meade
DAVIS MEADE Agricultural

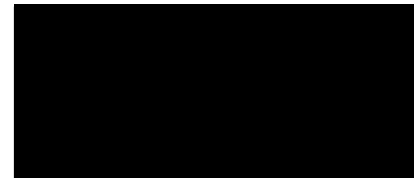
encs.

"RF6"

DavisMeade
AGRICULTURAL

3 Market Place
Marshfield
Wiltshire
SN14 8NP

Mr Richard Fyfe
Paxcroft Farm
Trowbridge
Wilts. BA14 6JB



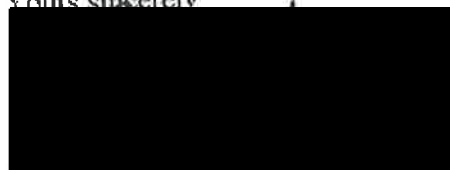
19 February 2013

Dear Mr Fyfe,

Deed of Profit à Prendre and Grasskeep

I enclose herewith the usual agreements for Grasskeep and Profit à Prendre, could I please have your cheques made out to Davis Meade Agricultural.

Yours sincerely



Barry Meade
DAVIS MEADE Agricultural

encls.



DIRECTORS: BARRY MEADE FRCGS FAWC - CONSULTANT, PHILIP MEADE MRICS
Davis Meade Agricultural is a trading name for Smiths of Bezwant at Marshfield. Registered in England. Company No. 5079577

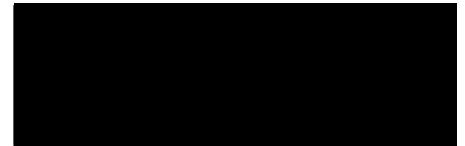
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"RF7"

DavisMeade
AGRICULTURAL

3 Market Place
Marshfield
Wiltshire
SN14 8NP

Mr Richard Fyfe
Paxcroft Farm
Trowbridge
Wilts. BA14 6JB



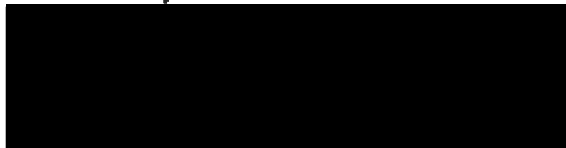
10 March 2013

Dear Mr Fyfe,

Land at Hilperton

I enclose herewith the Grasskeep agreements concerning land at Hilperton on behalf of Roger Pike, Elizabeth Pike and Mrs Parkinson. I have left the price the same as last year. Could I please have your cheque, made out to Davis Meade Agricultural, if you wish to go ahead.

Yours sincerely



Barry Meade
DAVIS MEADE Agricultural

encs.



DIRECTOR: BARRY MEADE FRICS FRAV · CONSULTANT: PHILIP MEADE MRICS
Davis Meade Agricultural is a trading name for Smiths of Newent at Marshfield. Registered in England, Company No.5174677

LAND & ESTATE AGENTS · CHARTERED SURVEYORS · AUCTIONEERS · VALUERS · FINE ART SALES

**In the matter of the Commons Act 2006: Section 15
Application by 'Church Field Friends' for registration of Church Field, Hilperton
as a Town or Village Green**

STATEMENT OF ROGER PIKE

1. My name is Roger Pike. I own the land at Church Field, Hilperton, which is the subject of the application by 'Church Field Friends' for registration of the land as a Town or Village Green under the Commons Act 2006 (which I will refer to in this statement as "the Act"). I am retired now, but for all of my working life I was a dairy farmer.
2. I provided input to the Notice of Objection dated 4 September 2017 submitted on my behalf in this matter. Some parts of that Notice are legal arguments about whether the relevant criteria under the Act have been met. I have received advice from my solicitors about those arguments, and I understand them. I also feel that I can provide some helpful evidence to the registration authority, Wiltshire Council, in support of some of those arguments.
3. I have read the statements provided by Richard Fyfe and Richard Vigar. To the extent that those statements cover factual matters within my knowledge, I confirm that they are true. In particular, I confirm that Mr Fyfe used Church Field every year between about 1990 and 2017 for his farming business. For the vast majority of that time, Mr Fyfe grazed livestock on Church Field between the summer and autumn of each year. It was only in the later years, after the construction of Elizabeth Way, that Mr Fyfe used the land only for silage and no longer grazed livestock on it. I know this, not only because I have had agreements in place with Mr Fyfe for him to use the land for those purposes, but also because I live just around the corner from Church Field, in Nursery Close. Hilperton is not a big place and it is easy to keep up with what is going on in the village.
4. A significant part of the evidence submitted in support of Church Field Friends' application comes from local dog owners/walkers. For several years now, I have been aware that local people walk their dogs on Church Field. I do not dispute that this has been going on. However, and without wishing to insult the intelligence of those at the Council who are determining this application, I feel that I should offer some of the benefit of my experience as a farmer. Cattle and dogs do not mix very well. Given that Mr Fyfe was grazing his cattle on Church Field between June and October of each year between the 1990s and about 2014, there would be about a four-month period each year where dogs were not being walked across Church Field. If dog walkers were using Church Field during the times that cattle were grazing there, it is almost

certainly the case that the dogs and their owners would not be able to walk wherever they liked on Church Field – the cattle would not tolerate that, and neither would Mr Fyfe – particularly given that he was paying a fee to use the land each year. The reality is that, depending on the time of year, the local community members' use of Church Field has always been restricted by the farming taking place on the land.

5. I must say that I was surprised by some of the statements provided in support of the Church Field Friends' application. For example, it is explained in my Notice of Objection as to why I find the statement provided by Sonja Kotevska difficult to accept (the children at St Michael's Pre-School have access to a large playing field at the Pre-School and I find it hard to believe that Church Field would offer them anything for their Field Trips that their own playing field does not).
6. Although I cannot remember specific dates, I remember that on several occasions over the years I was contacted by members of staff at Hilperton School while it was in The Knapp (right next to Church Field). The reason they contacted me was to request permission for the school pupils to camp on Church Field and have other extracurricular activities there. I was only too happy for them to use it on those special occasions – and I still am – but it is certainly not the case that local schools have used Church Field whenever they like without running it past me first.
7. Another example of me allowing others to exercise rights over Church Field is provided by my arrangement with English Landscapes. I have always allowed their grave diggers access, via Middle Lane, to the cemetery at St Michaels Church so that they can bring their diggers onto the site. I have provided them with a key to the gate for that very purpose – as a goodwill gesture to the church and the village.
8. In summary, I have been happy to allow members of the local community to use Church Field for various purposes, but within the confines of what I am comfortable with and so long as those purposes have not interfered with my contractual obligations to Mr Fyfe (and now J H Vigar & Son). In other words, members of the local community have not used Church Field because they are entitled to do so – they do so because I have allowed them to. As far as I am concerned, that is the case regardless of whether I have installed any physical barriers to entry of Church Field. I think it would be artificial and unrealistic to conclude that simply because I have not prevented the local community from accessing Church Field, they have somehow acquired rights to do so. In any case, they have not enjoyed an unrestricted freedom to do so given the agricultural purposes for which the land has been used for the last 25 years or so.

Signed:

R Pike

2nd October 2017