

**Extracts from the Regulatory Committee Report for an application for a Definitive Map Modification Order to record public footpaths at Rectory Field, Headley**

**Extract 1 from DMMO report, Rectory Field, Headley referred to in paragraph 9.4 of village green report**

**9.3 Correspondence**

**9.3.1. Letter from Mr Peter Ellis to Ms Sharron Kay – 29<sup>th</sup> May 1999**

This letter, a copy of which has been provided by the landowner, documents the continuation of a discussion between Peter Ellis and Sharron Kay over the proposed sub-letting of the southern half of Rectory Field. In the letter, Mr Ellis set out the conditions for the arrangement, including the fee that was payable and the steps Ms Kay would have to undertake to maintain the surrounding hedges. He also stipulated that Ms Kay must fence her portion of the land prior to putting animals out to graze. Mr Ellis then referred to public access:

*“The public we are all concerned about. The ploughing and cutting around the whole area has, for the time being, reduced the path through the centre and to the Holly Bush. You need the animals available as soon as the fencing is completed. The distance between maize crop and your fence say 3 feet. I think the walking public will adopt a re-routing of their walks, the most difficult gap being close to you.”*

**9.3.2 Email from Mr Ian McDonald – 6<sup>th</sup> October 2015**

In an email to the County Council, Mr McDonald confirmed that during the 1980s his wife started to rent land at various locations to keep livestock, including Rectory Field, which she rented from Mr Ellis. He and Mrs McDonald believe they occupied the land between 1985 and the end of July 1990. His message continues:

*“There was some fencing when we arrived, especially between points E and F on your plan. It had obviously been there a long time. We were happy that it was good enough to prevent sheep getting out onto Crabtree Lane. the rest of the field either had no fencing (between points A and E and the exit at point B, for example) or poor fencing which would not have been sheep proof. As a result we fenced most of the field and it did keep the sheep in. In other words, while we were there the whole field was fenced.*

*“When we left Headley in 1990 we yielded up the field to Mr. Ellis with all the fencing still in position.*

*“From the foregoing you will appreciate that we would not have welcomed people walking in with the sheep. There was a bit of vandalism quite often at point F on your map, when the fence was bent down and litter was left. This was probably bored youths moving from the Recreation Ground, but we never saw anyone in the field. Every time it happened we repaired the fence, and luckily no sheep ever escaped.*

*“There was absolutely no evidence of any routes at ll in the field during our occupation. However, we gave up the field 25 years ago and have no idea what has gone on since.”*

A copy of the plan referred to is to be found in this Appendix.

**Extract 2 from DMMO report, referred to in paragraph 9.5 of village green report**

**11. The Landowner**

- 11.8.1 'Mrs Irwin-Brown stated that her father first became involved with the land in the 1950s when he offered to farm the land for the then Cannon, Mr Tudor-Jones, who was grateful for the assistance. Mr. Ellis became a sitting tenant at that time, but there was no lease or other formal agreement, though Mrs Irwin-Brown stated that Mr Ellis made a note at the time to record that the agreement had been reached. Mr Ellis was very much in favour of public access to the countryside, and was much opposed to the Diocese's attempt to build on the land in the 1980s, to the extent that he spent private money fighting it. He believed that the land should be held as open space and shouldn't be built over or access restricted.
- 11.8.2 'Although he was aware that people were walking through the field, Mr Ellis would get annoyed when people destroyed crops and if he saw anyone walking across the land he would politely ask them to walk round the edge so as not to damage them. On several occasions he ploughed the land to discourage use of the diagonal path, but it didn't work and people continued to walk the route. When he grew crops, these would be sown on the diagonal path but the use of this line by walkers meant that the crop wouldn't grow on it. It was difficult to grown crops on the land as the soil was so sandy.
- 11.8.3 'Mrs Irwin-Brown is aware that her father gave permission for a local person to keep sheep in the field for a couple of years and that the land was fenced for this purpose, but as she was out of the country at the time she cannot be sure on the dates. Any fencing carried out at this time would have been undertaken by the owner of the sheep, as her father wouldn't have spent any money fencing the land on someone else's behalf. Mrs Irwin-Brown returned to the UK in around 1991/1992 and there were no sheep kept on the land after that date – during the 1990s the land was mainly used to grow maize fodder. There was never a gate at the north-east corner of the land, just a wide gap.
- 11.8.4 'During the 1990s, Mr Ellis was approached by Ms Kay who asked if she could rent the land so she could keep some donkeys on it. He gave permissions for this on the condition that the land was fenced prior to putting her stock out to graze. He also stated that she shouldn't fence the south-eastern corner so people could walk round the field edge, thus enabling people to walk around the boundary edge to the pub. Before he died, Mr Ellis asked Mrs Irwin-Brown to protect the land and to try to keep it available for public use. She received numerous phone calls from concerned residents when Mr Luff fenced the land in 2011.'

**Extract 2 from DMMO report, referred to in paragraph 13.3.5 of village green report**

**13. Analysis of the Evidence**

'13.9.5 The Diocese maintains that the land was fenced for a period of several

months in 1995 for the purposes of holding livestock, a view which is supported by a statement from Mrs Whittaker. However, this anecdotal account aside, no other evidence has been put forward to corroborate the assertion, and there is no acknowledgement of such an occurrence in any of the user evidence. Again, there is conflict in the evidence here, but officers consider that the evidence provided by the landowner is insufficient to rebut the considerable evidence of user.

13.9.6 'It is clear that the actions of Mr Luff upon the commencement of his tenancy coincided with an interruption to public use of the northern half of the land. He went to the extent of fencing the land, erected clear signage indicating that public access to the land was not permitted, and later offered a path on a permissive basis only. These actions contrast with Mr Ellis' tenure, during which there is no evidence to suggest that he challenged public use (despite being aware of it), as well as some anecdotal evidence to indicate that he acquiesced in public use of the land. It is reasonable to suppose that the Diocese was aware of public use of the land, given the fact that it had a Property Manager who apparently visited the land and might reasonably have been expect to infer that people were walking there (if not from actually witnessing people on the land then perhaps from the worn paths visible on the ground).

11.9.7 'The Diocese states that at no time were Ellis and Sons given consent to dedicate public rights. However, it is unclear as to whether any instructions were issued to Mr Ellis regarding public access. There appears to have been no formal agreement covering the tenancy of Ellis and Sons, which may have contained such instructions (and which is common in such situations), and as there is no evidence of any instructions subsequently being issued by the Diocese regarding public access, it could reasonably be assumed that there were none.'

**Aerial Photography contained in Appendix 2 of the DMMO report**

**Photography 1996**



Photograph 1999



Photograph 2000



Photograph 2005



**Photograph**



## Photograph



62 COPY

29-5-99

Headley Rectory Field  
(Part A)

Dear Sharon, I think we have discussed most aspects of your use of this field for 364 days. I set out here how I see the arrangements for the 1<sup>st</sup> period from end of May 1999 to end May 2000. For the 1<sup>st</sup> year of £500 (legal - 1<sup>st</sup> Jan & Nov 1<sup>st</sup>) you will undertake to fence your portion before putting your stock out to graze. You must ensure that the hedges are stock proof. You will supply the necessary water. We agree two animals, if more may be desired by you, you must refer back to me.

I will take care of a limited hedge cutting each year, but large trees must be dealt with at a shared cost.



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Letter from Ellis to Kay continued

Cont - Rectory Field

63 COPY

The public, we are all concerned about. The ploughing & cutting around the whole area has, for the time being, reduced the path through the centre to the Hell End. You need the animals available as soon as the fencing is complete. The distance between major gaps - just fence say 3 ft.

I think the walking public will adopt a rerouting of their walks. The most difficult gap being close to you.

I cannot be responsible for your investment in fencing, though I will endeavor to protect it.

This must be an agreement entered into at intervals of 365 days.

Rent review & further work should be discussed in the month of ~~September~~ March, prior to end of period. Any further points please get in touch.

Yours sincerely

P.S.

Any shelter must be agreed. Profits of short duration only.

(11)

## Transcription of letter from Ellis to Kay dated 29<sup>th</sup> May 1999

29-5-99

Headley Rectory Field (Part of)

Dear Sharon,

I think we have discussed most aspects of your use of this field for 364 days.

I set out here, how I see the arrangements for the first period from end May (say June 1<sup>st</sup>) 1999 to end May 2000.

For the fee of £500 (cheques 1<sup>st</sup> June and Nov 1<sup>st</sup>) you will undertake to fence your portion before putting your stock out to graze. You must ensure that the hedges are stock proof. You will supply the necessary water. We agree, two animals, if more may be desired by you, you must refer back to me.

I will take care of a limited hedge cutting each year, but larger timbers must be dealt with at a shared cost.

The public we are all concerned about. The ploughing and cutting around the whole area has, for the time being, reduced the path through the centre and to the Holly Bush. You need the animals available as soon as the fencing is completed. The distance between maize crop and your fence say 3 feet. I think the walking public will adopt a re-routing of their walks, the most difficult gap being close to you.

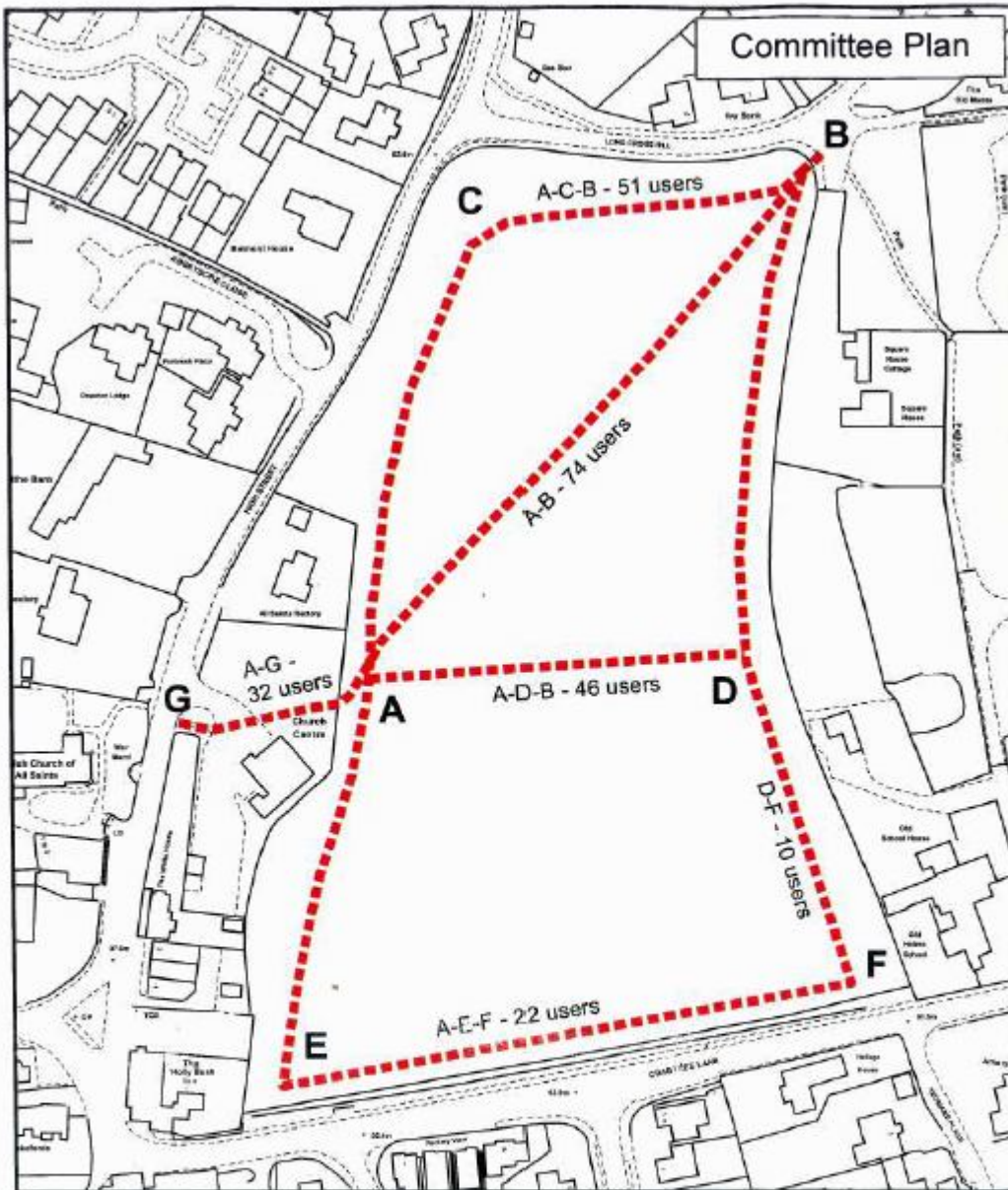
I cannot be responsible for your investment in fencing, though I will endeavour to protect it. This must be an agreement entered into at intervals of 364 days. Rent reviews and further use should be discussed in the month of March prior to end of period. Any further points please get in touch.


Yours sincerely,

Peter Ellis

PS. Any shelter must be agreed. Bonfires of short duration only.

# Rectory Field, Headley – rights of way Committee Plan



 <p><b>Hampshire</b> County Council</p> <p><b>Application for a Map Modification Order to record public footpaths at Rectory Field, Headley</b></p>	<p><b>LEGEND</b></p> <p>----- Routes Under Investigation</p>	<p><b>DRAWN:</b> HG <b>DATE:</b> 29.10.15 <b>SCALE:</b> 1:1,500</p> <p>Countryside Access Team Culture, Communities &amp; Business Services Castle Avenue Winchester, SO23 8UL</p> <p><small>© Crown copyright and database rights 2014. Ordnance Survey (100019180). You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.</small></p>
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