COMMONS REGISTRATION ACT 1965 Reference Nos. 236/D/24-45

In the Matter of Effingham Common (East Court), Hook and Banks Commons, Effingham, Surrey (No. 1)

DECISION

These disputes relate to the registrations at Entry Nos 1 to 8 in the Rights Section of Register Unit No. CL.24 in the Register of Common Land maintained by the Surrey County Council and are occasioned by Objection Nos. 54 to 58 made by Effingham Manor Estates Ltd and noted in the Register on 25th March 1970, Objection Nos 59 to 63 made by Mr C C Calburn and noted in the Register on 25th March 1970, Objection No. 193 made by the former Surrey County Council and noted in the Register on 10th September 1970, Objection No. 280 made by the National Trust and noted in the Register on 7th October 1970, Objection No. 409 made by the former Surrey County Council and noted in the Register on 19th October 1970, Objection Nos 539 to 542 made by Effingham Manor Estates Ltd and noted in the Register on 24th March 1972, Objection Nos. 543 to 546 made by Mr Calburn and noted in the Register on 24th March 1972, and Objection No. 705 made by the National Trust and noted in the Register on 1st August 1972.

I held a hearing for the purpose of inquiring into the dispute at Guildford on 2nd, 3rd, 4th, 5th and 8th December 1975 and at Watergate House, London WC2 on 9th and 10th December 1975. The hearing was attended by Miss Sheila Cameron, of counsel, on behalf of Mr R Davies, the successor in title of Col. C W Hughes, the applicant for the registration at Entry No. 1, Mr R J Parton, the applicant for the registration at Entry No. 2, Mr A G Estler, the applicant for the registration at Entry No. 3, and Mr J D Alun-Davies, the applicant for the registration at Entry No. 4, Mr Michael Eastham QC and Mr M J Gompertz, of counsel, on behalf of Effingham Manor Estates Ltd and Mr Calburn; Mr J W Simson, ARICS, the land agent of the National Trust, and Mr G V Hinde, the applicant for the registration at Entry No. 6. The applicants for the registration at Entry Nos. 5, 7 and 8 were not present and were not represented.

The land comprised in the Register Unit is geographically divided into two parts. The western part consists of Effingham Common (East Court) and Hook Common, which adjoins it on the south. The eastern part consists of Banks Common. These parts are connected by a lane about half a mile long which is comprised in a separate Register Unit, but the facts relevant to these two parts are entirely separate, and it will be convenient to deal first with the western part.

There is no physical boundary between Effingham Common (East Court) and Hook Common, and the whole western part of the land comprised in the Register Unit is named "Effingham Common" on the Ordnance Survey map. However, the northern part lies within the manor of Effingham East Court and the southern part in the manor of Effingham La Leigh. All the applications for the registrations at Entry Nos. 1 to 4 specified rights of common of pasture and of estovers over the whole area known generally as Effingham Common. Col. Hughes's application also specified turbary, piscary and pannage, and Mr Alun-Jones's application also specified turbary, but Miss Cameron stated that she was instructed not to pursue those parts of the applications.

Until World War II the whole of Effingham Common (East Court) and Hook Common were open and uncultivated. In so far as they were used at all, they were used for grazing and could properly be described as waste land of the manors of Effingham East Court and Effingham La Leigh, being the freehold property of the late Mr R R Calburn, who was the lord of both manors. Hook Common and a large part of Effingham Common (East Court) were requisitioned by the Surrey War Agricultural Executive Committee in 1948 and were put under cultivation. The whole of the requisitioned land was derequisitioned on 22nd November 1955, but it has continued to be cultivated. A report made to the Ministry of Agriculture and Fisheries shortly before the land was requisitioned shows that it was then almost entirely overgrown and showed no traces of pasturage. While there was clearly no substantial exercise of any rights of common of pasture at that time, it does not necessarily follow that no such rights still existed.

After considering the evidence as a whole, Mr Eastham accepted that Effingham Common (East Court) and an area of 5 ac. at the northern end of Hook Common are still subject to rights of common, though not to the whole of the rights claimed. It is therefore not necessary to consider the evidence relating to the land generally and I shall first concentrate on the evidence relating to the claims of each of Miss Cameron's four clients in respect of common of pasture on Effingham Common (East Court). It will then be necessary to consider whether any rights of common of pasture which may be established extends over Hook Common pur cause de vicinage and whether any such rights have been acquired over Hook Common by prescription. Next it will be necessary to consider whether the rights of estovers claimed are substantiated by the evidence. It will also be necessary to consider whether there are any rights to be confirmed in respect of Banks Common. Finally, it will be convenient to consider separately Mr Hinde's claim, which relates to the whole of the land comprised in the Register Unit.

Having regard to the concessions made by Mr Eastham at the conclusion of the evidence with regard to the existence of certain of the rights claimed, it will not be necessary for me to recapitulate the whole of the evidence in detail.

The rights specified in Entry No. 1 now claimed are stated to be attached to a property known as Slaters Oak and to consist of the right of common of pasture to graze 3 ponies, 2 sheep, 1 cow, and 10 geese, together with the right of estovers.

Slaters Oak has an area of about 4 ac. and was formerly copyhold of the manor of Effingham East Court. It was enfranchised by an indenture dated 16th June 1907 made between (1) Caeser Czarnikow (2) Cecil Gradwell and Octavia Richardson. Included in the grant were all such commonage and right of common in, upon, and over the waste and commonable lands of the manor of Effingham East Court as the grantees held, enjoyed, or were entitled to in respect of and as appurtenant to Slaters Oak immediately before the enfranchisement. Miss Gradwell and Miss Richardson conveyed the property with such commonage and right of common to Mr (later Sir) Guy Meyrick Mallaby Mallaby-Deeley in 1937. Sir Guy Mallaby-Deeley's personal representative conveyed the property with such commonage and right of common to Major Harold Victor Hughes and Lt-Col Charles William Hughes in 1947.

Mr Eastham accepted that there was a right of common of pasture appurtenant to this property, but he contended that the right registered was excessive and that having regard to the size of the property it could not carry more than 1 pony, 2 sheep, 1 cow, and 10 geese. The dispute therefore resolves itself into a question whether the land could carry 1 pony or 3 ponies in addition to 2 sheep, 1 cow, and 10 geese. Miss Cameron asked me to substitute donkeys for ponies, since the evidence showed that donkeys had in fact been kept on the property. Bearing in mind that a donkey would eat less than a pony, I have come to the conclusion that a fair assessment of the capacity of the property would be 2 donkeys in addition to 2 sheep, 1 cow, and 10 geese.

Mr Parton claims as the owner of a property known as Huckamoor to be entitled to graze 24 sheep and 12 geese, together with the right of estovers.

Mr Parton has a registered title to this property, which he purchased in 1965. It does not appear ever to have been copyhold of either manor. His claim was therefore based solely on prescription. The evidence with regard to grazing was that from the 1880's until 1921 Mr Frank Edwards, who farmed at Brickfield Farm, part of which is now Mr Parton's property, kept about 30 breeding ewes, between 6 and 12 geese, about 100 chickens, and a few steers, which he grazed upon the land known collectively as "the Common",i.e. Effingham Common (East Court) and Hook. It would appear that during that period Mr Edwards acquired a right of grazing by prescription. After Mr Edwards left there is no evidence of any grazing from any part of what had been Brickfield Farm until Brigadier Faviell kept up to 12 geese between 1945 and 1955. When Mr Parton bought Huckamoor in 1965 he kept between 1 and 8 sheep. This, so Miss Cameron argued, was a revival of the exercise of a right which had been acquired by Mr Edwards. Mr Eastham argued that the right had been lost by abandonment after Mr Edwards left in 1921. I accept that Mr Parton had no intention to abandon any rights, but in my view, there being no explanation as to the reason for their non-exercise for many years after Mr Edwards's departure, I can only draw the inference that they had been abandoned long before Mr Parton came on the scene.

Mr Estler claims as the owner of a property known as Lee Brook the right of common of pasture for 1 horse, 4 cows, 20 sheep, and 15 geese, together with the right of estovers. Lee Brook has a total area of $5\frac{1}{2}$ ac, of which 1 ac was formerly copyhold of the manor of Effingham East Court and was enfranchised by an award of the Board of Agriculture made under the Board of Agriculture Act 1889 and the Copyhold Acts on 28th October 1893, one John Carpenter being the tenant at the time. By virtue of section 81 of the Copyhold Act 1841 and section 45 of the Copyhold Act 1852 any commonable right to which Mr Carpenter was entitled in respect of the enfranchised property remained attached to it. The property was conveyed to Mr Estler by the personal representatives of Mr Carpenter on 25th May 1935. There was no reference to commonable rights in this conveyance, but since it contained no expression of a contrary intention, any such rights then subsisting would have passed to Mr Estler by virtue of section 62 of the Law of Property Act 1925.

Another acre of Lee Brook was formerly copyhold of the manor of Effingham La Leigh. Mr Estler's rights in respect of this acre were the subject of litigation which went to the Court of Appeal in 1959. This litigation came about because a horse belonging to Mr Estler was impounded as an animal damage feasant on Hook Common by Mr A E Murrells, a farmer who was farming the land under a gratuitous licence from Mr R R Calburn. During the course of the proceedings it was conceded that Mr Estler's claim based on the custom of the manor failed because he could prove no custom to graze any particular number of animals and his 1 ac. of former copyhold of the manor of Effingham La Leigh would not support his horse during the winter, so that the horse could not be said to be levant and couchant within the manor. However, as Hodson, L.J. pointed out in his judgment, this did not preclude any claim to graze a smaller creature, such as a sheep, or geese. Mr Estler sought in the alternative to rely on prescription at common law and under the Prescription Act. The Court of Appeal, however, accepting a finding of fact by the County Court Judge that for not less than ten and probably many more years before Mr Estler purchased Lee Brook nobody had exercized or asserted any rights of common over Hook Common; and that from the time he purchased until at earliest 1948 he himself had neither asserted nor exercised them, decided that the claim based on prescription also failed.

Although the decision in Estler v. Murrells was concerned only with Mr Estler's rights as the owner of the 1 ac. formerly copyhold of the manor of Effingham La Leigh, the facts upon which it was based were the same mutatis mutandis as those relating to his 1 ac. formerly copyhold of the manor of Effingham East Court.

Mr Eastham therefore accepted that there had been a right of common of pasture appurtenant to Mr Estler's 1 ac. of land formerly copyhold of the manor of Effingham East Court, but contended that the right claimed was excessive. The decision of the Court of Appeal would be sufficient to show that the claim in respect of the horse was excessive, and Mr Eastham argued that the land in question would be insufficient to support more than 1 sheep and a few geese and that that should be the extent of the registration if the right had not been abandoned.

Miss Cameron argued that Mr Estler's rights were not confined to those attached to his former copyhold land,but that he had acquired rights by prescription in respect of the whole of the land in his ownership, irrespective of whether it was former copyhold. For a right to have been acquired by prescription the user relied upon must have been as of right. There was correspondence between Mr Estler and the late Mr Calburn which shows quite clearly that while Mr Calburn accepted that Mr Estler might have rights as the owner of former copyhold land, he was anxious to ensure that Mr Estler did not exceed those rights. It seems to me that in the light of this correspondence it cannot be said that Mr Estler was exercising as of right any rights beyond those attached to his former copyhold land.

On the other hand, in his correspondence with Mr Estler Mr Calburn did not deny the continued subsistence of rights attached to the former copyhold land of the manor of Effingham East Court, though he purported to be unaware of what those rights were. To my mind,this correspondence shows that the rights had not then been abandoned, and there is no evidence that Mr Estler has since abandoned his rights.

It therefore remains to consider the extent of those rights. It seems to me that Mr Estler greatly exaggerated the capacity of 1 ac. when he said that it would support 1 cow, 1 horse, and 20 sheep. The rule of thumb stated by Mr Murrells in his evidence in Estler v. Murrells that you need 3 ac. to 1 beast and that you reckon 3 sheep or 4 wethers to 1 beast is more realistic. While it can only be a rough estimate, I put the capacity of Mr Estler's 1 ac. in the manor of Effingham East Court at 1 sheep and 15 geese.

Mr Alun-Jones claims as the owner of a property known as The Willows the right of common of herbage for 6 cattle or horses, together with the right of estovers. The house known as The Willows, with its outbuildings and garden, having an area of about 2 ac., was formerly copyhold of the manor of Effingham East Court, the copyhold title going back to the will of John Chippen , proved on 2nd May 1829. From Mr Chippen it passed by divers mesne assignments to Mrs Eliza Bonsey, who was admitted tenant on 6th December 1910. It was then enfranchised by an indenture dated 30th December 1910 made between (1) Ada Louisa Jenkinson (2) Eliza Bonsey. Included in the grant were all such commonage and right of common in, upon, and over the waste and commonable lands of the manor of Effingham East Court as the grantee held, enjoyed, or was entitled to in respect of and as appurtenant to The Willows immediately before the enfranchisement. The property was sold to Mrs Dolores Pauling in 1911 and by Mrs Pauling to Miss Phyllis Mary Meacock, Mr Alun-Jones's immediate predecessor in title, in 1927, the commonage and right of common being mentioned on each occasion, though qualified in 1927 by the words "if any such exist". By a conveyance made 9th June 1943 between (1) Ethel Fanny Duveen and Archibald Edward Churcher (2) P M Meacock Miss Meacock acquired an additional 3 ac. of land. This land is not known

to have been formerly copyhold of any manor, and Mr Alun-Jones's claim in respect of it is based on a lost modern grant.

Mr Eastham accepted that there was a right of pasture appurtenant to the former copyhold part of this property, but he contended that Mr Alun-Jones's claim was excessive for the size of this part of the property and that the right to be registered ought to be limited to one pony. Mr Eastham further contended that the evidence was not strong enough to support a claim by prescription in respect of either part of the property.

The evidence relied upon in support of the claim in respect of the 3 ac. acquired by Miss Meacock in 1943 related to the grazing of her horses. Not unnaturally, there is nothing in the evidence to distinguish between animals kept on the 3 ac. and the 2 ac. Since Miss Meacock had an undoubted right to graze attached to the 2 ac., it is difficult to say whether what she was doing on the occasions on which she had more than one horse on the common at one time was merely exceeding her right in respect of the 2 ac. or asserting a separate right in respect of the 3 ac. It seems to me that where a person is entitled to graze on a common animals levant and couchant on one piece of land, unequivocal evidence would be required to support a claim by prescription in respect of animals levant and couchant on an adjoining piece of land. In my view, the right now held by Mr Alun-Jones as successor in title of Miss Meacock is a right to graze 1 horse attached to the 2 ac. formerly copyhold of the manor of Effingham East Court.

I now turn to consider whether there are any rights to be confirmed in respect of Hook Common. There is no difficulty regarding an area of 5 ac. at the northern end of Hook Common, since it was (possibly by inadvertance) not the subject of any objection. I shall therefore confirm the rights claimed in respect of this area. So far as the major part of Hook Common is concerned, it will be convenient to deal with the claims in the same order as those relating to Effingham Common (East Court).

In relation to Slater's Oak, Miss Cameron based her case solely upon a right of common pur cause de vicinage, it being said that while there was no evidence that donkeys or geese from Slater's Oak had ever grazed on Hook Common, if they wandered from Effingham Common (East Court), they would have got onto Hook Common. There being no physical demarcation between the two commons, there was, so Miss Cameron argued, a right for the animals lawfully grazing on Effingham Common (East Court) to graze on Hook Common as well. In my view, this is putting the case too high. While it is true that the owner of an animal straying from the common on which it was lawfully grazing onto the other would not be liable for trespass, it is not correct to say that there is a right to graze animals on both commons. There is ample authority that common pur cause de vicinage is not properly a right of common or profit à prendre, but rather an excuse for a trespass: see Prichard v. Powell (1845), 10 Q.B. 589, at p. 603, and Jones v. Robin (1847), 10 Q.B. 620, at p. 632, and the authorities there cited. It would be open to the owner of the soil of Hook Common to exclude the animals of the Effingham East Court commoners at any time by erecting a fence between the two commons. While for practical purposes the precise legal position may not matter so long as the two commons remain open to each other, I feel bound by the authorities to hold that there is no such thing in law as a right of common pur cause de vicinage which is capable of being registered under the Commons Registration Act 1965.

The property now known as Huckamoor lies near to the boundary of the two commons, and the evidence relating to Effingham Common (East Court) relates also to Hook Common,

and Miss Cameron claimed that Mr Parton was entitled to a right of common by prescription over both commons. For the reasons already given I am not satisfied that Mr Parton is entitled to any such right over Effingham Common (East Court), and I can see no reason for not coming to the same conclusion with regard to Hook Common.

As already stated, 1 ac. of Mr Estler's property known as Lee Brook was formerly copyhold of the manor of Effingham La Leigh, of which manor Hook Common forms part. There was evidence that Mr Estler has kept geese on a small area of Hook Common lying to the east of Lee Brook. Mr Eastham accepted that Mr Estler has a right to put geese on this small area, but said that this right did not extend to the whole of Hook Common. I find myself unable to accept this submission as a matter of law. While it may well be that the small area adjoining Lee Brook is sufficient for Mr Estler's needs, a commoner has a right over the whole of the waste: see Arlett v. Ellis (1827), 7 B. & C. 346, at p. 370. The fact that the small area is sufficient for Mr Estler's needs could only become material if the owner of the soil were seeking to approve part of the common, since he would have to leave sufficient pasture for the commoners. Although a large part of Hook Common has been put under the plough in recent years, that would not destroy any pre-existing rights of common. Mr Eastham also accepted that Mr Estler would have a right to graze 1 sheep, if that right had not been abandoned. I find myself unable to differentiate between the rights attached to Mr Estler's 1 ac. in the manor of Effingham La Leigh and those attached to his 1 ac. in the manor of Effingham East Court. For the reasons already given, I do not consider that Mr Estler has abandoned any of the rights which were attached to his former copyhold land before it was enfranchised, and I quantify his right of pasture over Hook Common in the same way as his right over Effingham Common (East Court), namely at 1 sheep and 15 geese.

Miss Cameron accepted that Mr Alun-Jones was not entitled to any right over Hook Common as being directly attached to his property known as The Willows, but claimed that his right to graze on Effingham Common (East Court) carried with it a right of common pur cause de vicinage on Hook Common. For the reasons already given, I do not consider that there is in law any right of common pur cause de vicinage capable of being registered under the Act of 1965.

Turning now to the registrations of rights of estovers, Mr Alun-Jones stated in evidence that he did not wish to pursue this head of his claim. Of the other properties there was evidence that Mr Edwards collected wood for fires and fern for litter. I have come to the conclusion that any right which he may have had to do this was abandoned after he left in 1921. The only substantial evidence about estovers is that Mr Estler has been collecting wood for the last 40 years. He has been doing this openly and, while his right to graze was the subject of some controversy with the late Mr Calburn, Mr Calburn never seems to have questioned Mr Estler's right to take wood. It seems highly probable that a right of estovers was attached to each of the two parts of Mr Estler's property which had formerly been copyhold land, but if this was not the case, I feel satisfied that Mr Estler has acquired a right of estovers by prescription. There was no evidence in support of the right of estovers registered in respect of Slater's Oak.

Finally I turn to Banks Common, which is the subject of three rights registrations, those made in respect of Slater's Oak and Lee Brook and one, which it has not previously been necessary to mention, made by Mr G V Hinde in respect of The Corner House, Church Road, Great Bookham.

The area described in the Register Unit as "Banks Common" consists of two areas - Ordnance Survey No. 11, having an area of 33.637 ac., which was given to the National Trust by the late Mr Calburn, and Ordnance Survey Nos. 13 and 14, having a total area of 7.485 ac., which is known as Banks Farm. There was no evidence of the existence of any right of common exercisable over Banks Farm, and it is not necessary to consider that area further in this decision.

The only objections to the registrations of rights over the National Trust land were made by the National Trust. I was informed that no evidence would be adduced in support of the rights of estovers, turbary, and piscary registered in respect of Slater's Oak and that the National Trust would not further dispute the remainder of the registration in respect of that property, namely the right of common of pasture to graze 3 ponies, 28 sheep, 1 cow, and 10 geese. I was also informed that the National Trust had "withdrawn" its objection in respect of Lee Brook by letter dated 16th December 1971. I was also informed that by a letter dated 27th October 1975 the National Trust stated that it was the joint intention of the Trust and Mr Alun-Jones that his claim of rights of turbary over Banks Common should be dropped and that the Trust accepted that there existed a right of herbage of 6 cattle or horses and of estovers. This last letter seems to have been written in ignorance or disregard of the fact that Mr Alun-Jones's application did not relate to Banks Common. Willing though I always am to give a decision upon which the parties are agreed where it is proper to do so, I find myself unable to confirm the registration of rights over Banks Common for which Mr Alun-Jones never applied.

Mr Hinde is registered as having claimed to be entitled to a right of common of pasture to graze 56 beasts or 224 sheep, together with the right of estovers and the right of turbary over the whole of the land comprised in the Register Unit, though his application was somewhat ambiguously stated to refer to "Banks Common CL 24". Apparently on the basis that Mr Hinde's claim was confined to Banks Common, Messrs Wedlake Bell, solicitors on behalf of Mr Calburn and Effingham Manor Estates Ltd wrote to the Clerk of the Commons Commissioners on 27th November 1975 stating that they wished to "withdraw" their objections to Mr Hinde's registration. Mr Hinde, however, stated that his intention waa to claim in respect of the whole of the land comprised in the Register Unit. He based his claim on the fact that he is entitled to a right of common over Great Bookham Common. This was not proved, but accepted for the purposes of these proceedings. Great Bookham Common is not physically separated from Little Bookham Common, so that animals can wander from one to the other. In its turn Little Bookham Common is not separated from Banks Common, so that an animal turned out on Great Bookham Common could wander onto the whole of the land comprised in the Register Unit. Mr Hinde therefore claimed that he was entitled to a right of common of pasture pur cause de vicinage over the whole of the land comprised in the Register Unit. I have already stated my reason for refusing to confirm the registration of any right of common pur cause de vicinage, but Mr Hinde has a further difficulty in his path in that the doctrine of vicinage extends only to two adjoining commons and is no answer to an allegation of trespass on a common further distant: see Commissioners of Sewers v. Glasse (1874), L.R. 19Eq. 134 at pp 159-160. Furthermore, a claim based on vicinage could not justify claims in respect of estovers and turbary.

For these reasons:-

1. I confirm the registration at Entry No. 1 with the following modification, namely the substitution for the particulars in column 4 of the following particulars:-

"1. To graze 3 ponies, 2 sheep, 1 cow, and 10 geese over the land known "as Banks Common (except Banks Farm) and over the part of the land known "as Hook Common which is not the subject of any objection.

"2. To graze 2 donkeys, 2 sheep, 1 cow, and 10 geese over the land known "as Effingham Common (East Court)

2. I confirm the registration at Entry No. 2 with the following modification, namely the substitution for the particulars in column 4 of the following particulars:-

"To graze 24 sheep and 12 geese over the part of the land known as Hook "Common which is not the subject of any objection".

3. I confirm the registration at Entry No. 3 with the following modification, namely the substitution for the particulars in column 4 of the following particulars:-

"1. To graze 1 sheep and 15 geese together with the right of estovers over "the land known as Effingham Common (East Court).

"2. To graze 1 horse, 4 cows, 20 sheep, and 15 geese together with the right "of estovers over the part of the land known as Hook Common which is not the "subject of any objection and over the land known as Banks Common (except "Banks Farm).

"3. To graze 1 sheep and 15 geese together with the right of estovers over "the remainder of the land known as Hook Common".

and the substitution for the particulars in column 5 of the following particulars:-

"1. 1 ac. of land formerly copyhold of the manor of Effingham East Court "forming part of the small holding of 'Lee Brook', Effingham Common, shown "coloured red on the supplemental map annexed to application No. 90.

"2. Small holding of 'Lee Brook', Effingham Common.

"3. 1 ac. of land formerly copyhold of the manor of Effingham La Leigh forming "part of the small holding of 'Lee Brook', Effingham Common".

4. I confirm the registration at Entry No. 4 with the following modifications, namely the substitution for the particulars in column 4 of the following particulars:-

"1. To graze 1 horse over the land known as Effingham Common (East Court)

"2. To graze 6 cattle or horses together with the right of estovers over the "part of the land known as Hook Common which is not the subject of any objection"

and the substitution for the particulars in column 5 of the following particulars:-

"1. 2 ac. of land formerly copyhold of the manor of Effingham (East Court), "forming part of The Willows, Effingham Common, shown coloured red on the "supplemental map annexed to application No. 101

"2. The Willows, Effingham Common"

5. I refuse to confirm the registrations at Entry Nos. 5 to 8.

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 15th day of March 1976

Chief Commons Commissioner