

DR/43/12

committee DEVELOPMENT & REGULATION

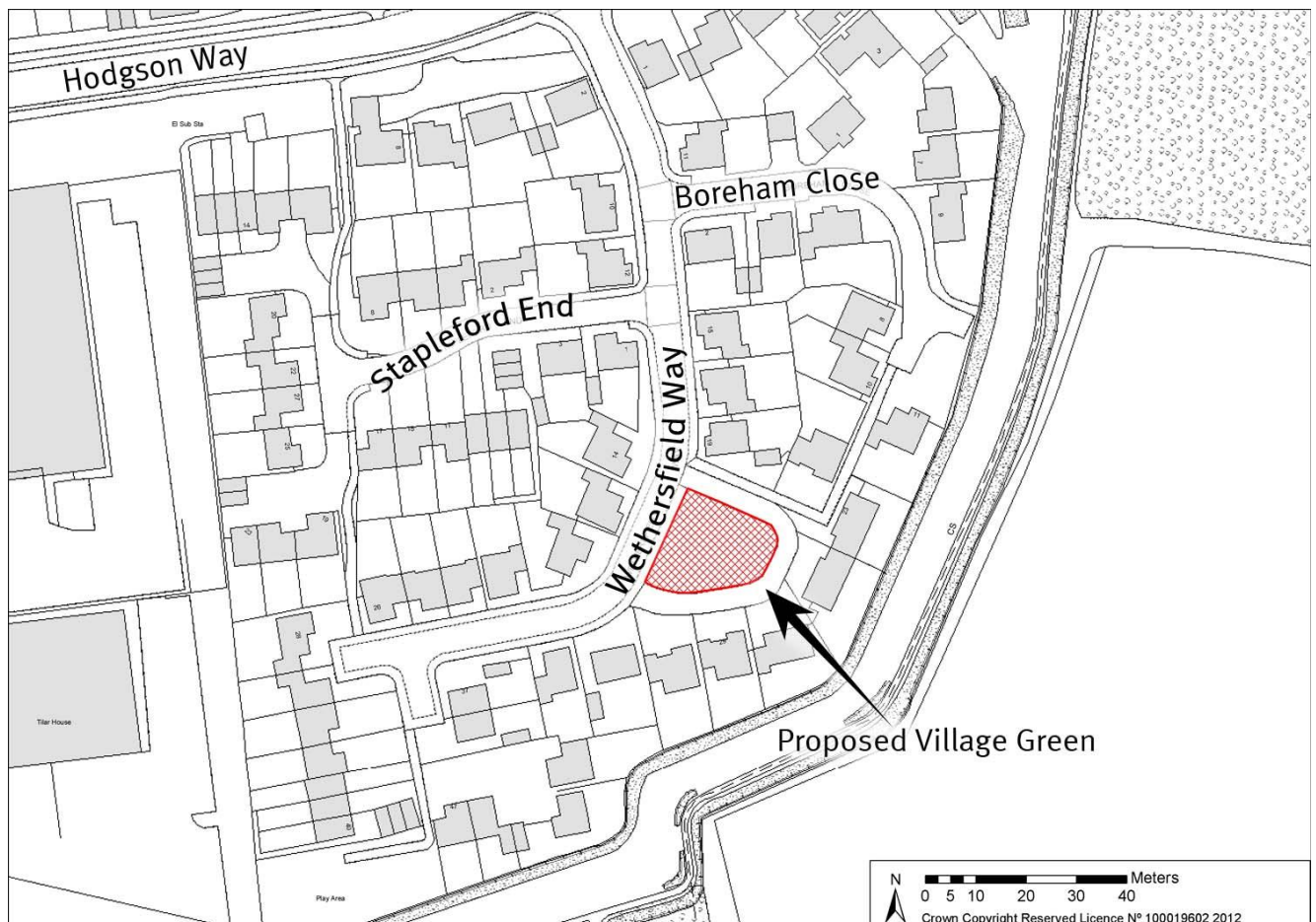
date 23 November 2012

VILLAGE GREEN APPLICATION

**Application to register land known as The Green, Wethersfield Way, Wickford, Essex
(in the parish of Shotgate) as a town or village green**

Report by County Solicitor

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1. PURPOSE OF REPORT

To consider an application made by Mrs Tristan Marriott to register land described as “the Green”, Wethersfield Way, Wickford as a town or village green pursuant to Section 15(2) of the Commons Act 2006 (“the 2006 Act”).

2. BACKGROUND TO THE APPLICATION

The application was made by local resident Mrs Tristan Marriott in May 2011 for registration of land adjacent to Wethersfield Way, Wickford. The area applied for is on the plan at the front of this report.

Essex County Council is the commons registration authority in relation to the 2006 Act and caused a non-statutory public local inquiry to be held into the matter over a period of two days, namely 25th to 26th September 2012 before Mr Alun Alesbury of counsel. At the inquiry evidence and submissions were given in support of the applicant and on behalf of the objector, the current owner, Mr Michael Pritchett.

With the agreement of the parties all of the oral evidence was heard on oath or solemn affirmation. The proposed inquiry was advertised in advance both on site and in the local press.

The Inspector made a preliminary and unaccompanied site visit on 25th September 2012 before the start of the inquiry and made a further accompanied site visit with representatives of the parties after close of the evidence to the inquiry on 26th September 2012. In addition to looking at the site on the accompanied site visit he visited virtually the whole of the suggested ‘neighbourhood’.

In addition to the oral evidence at the inquiry, both parties had exchanged documentary evidence in advance of the inquiry date and additional documents were produced during the inquiry. All the material submitted was taken into account by the inspector.

The inspector’s report is appended as Appendix 1. The applicant and the two objectors have had sight of the inspector’s report.

3. DESCRIPTION OF THE LAND

The applicant provided a plan defining the boundary of the application site when she submitted her application.

The application land is clearly delineated on the ground bounded by the access road to the adjacent properties and Wethersfield Way. At the time of the inspector’s site visits it was a fairly small grassed area with a number of relatively small trees and was reasonably well maintained.

4. THE APPLICATION

The original application form was somewhat unclear as to what was being put forward as a relevant 'locality' or 'neighbourhood within a locality' for the purposes of section 15 of the 2006 Act. A plan accompanying the application appeared to suggest that an area of land bordered for the most part on the north by Hodgson Way but otherwise bounded by the arbitrary east-west and north-south marks on the Land Registry plan provided was put forward as the locality.

In discussion which took place at the inquiry the applicant made it clear that she wishes to amend this area and substitute an area which more appropriately accord with judicial pronouncements on the topic. She confirmed that this was the area shown on Appendix 3 of her application (Appendix 2 to this report) consisting of the housing estate developed in the 1980s by Abbey Homesteads to the south of Hodgson Way, and containing, as well as Wethersfield Way itself and some houses fronting Hodgson Way, the residential streets of Stapleford End and Boreham Close. The objector did not object to this clarification.

Both the application site and the identified neighbourhood lie within the civil parish of Shotgate which had been in existence since 2007. Both areas have lain within the borough of Basildon and the inspector considered Basildon administrative area as the locality within which the neighbourhood was located.

5. THE EVIDENCE IN SUPPORT OF THE APPLICATION

In addition to the oral evidence at the inquiry the applicant had provided plans, an explanatory statement, a collection of completed evidence questionnaires or letters from local residents and other supporting material including photographs.

24 people gave oral evidence in support of the application and their use of the application land – the applicant Mrs Tristian Marriott (paragraphs 7.7 to 7.22 of the inspector's report), Mr David Harrison (paragraphs 7.23 to 7.31), Mrs Lyndsay Mackay (paragraphs 7.32 to 7.40), Mrs Tolu Kalejaiye (paragraphs 7.41 to 7.45), Mrs Jane Morris (paragraphs 7.46 to 7.53), Mrs Michelle Perham (paragraphs 7.54 to 7.61), Mrs Sharon Scofield (paragraphs 7.62 to 7.72), Mr Mick Day (paragraphs 7.73 to 7.80), Mrs Sara Teixeira (paragraphs 7.81 to 7.85), Mrs Lucy Garrod (paragraphs 7.86 to 7.90), Mr David Marriott (paragraphs 7.91 to 7.99), Mrs Geraldine Grisley (paragraphs 7.100 to 7.109), Mr Ben Lovejoy (paragraphs 7.110 to 7.112) and Mr Tony Forster (paragraphs 7.113 to 7.117).

The uses stated included children playing, community celebrations for royal events, snowball fights, ball and team games and socialising with others.

The applicant stated that Basildon Borough Council had mowed the grass for the first 11 years of her occupation. At least 8 homeowners had lived on Wethersfield Way for a long time. From when the first residents moved onto the estate the sales literature from Abbey Homes had illustrated the land known as The Green as exactly that. The houses were first occupied in the autumn of 1988.

No permission for use had been sought and legal documents appeared to state the

land was adopted. Signs on the land confirmed that Basildon District Council had been in charge of it. She confirmed that the industrial estate to the east and Hodgson Way to the south separated the neighbourhood from other residential areas.

6. THE OBJECTOR'S CASE

The application was advertised in accordance with regulations and an objection was made by Mr Michael Pritchett who acquired ownership of the site following a transfer from Mr Hammond dated 31st January 2011.

The objector did not give oral evidence but his written notes said that he had visited the land 12 times and never seen anybody else on it.

He called Mr Trevor Hammond, the owner of the application land from January 2007 to Spring 2011 to give evidence. He said he had never given permission to use the land. Sometimes cars would be parked on it and he would ask them to move so he could cut the grass. There was damage to the trees and rubbish for him to clear up. Local people didn't show an interest in the land until he put it up for sale through auctioneers. He had offered to sell it to them at well below market value.

Mr Hammond bought the land from Mr Herbert Humphreys who had bought it from the builders about 10 years previously. Mr Humphreys had told him the council had mown it whilst he owned it. Mr Hammond bought the land as a building plot. He bought it as part of a package of 4 plots.

Mr Hammond said he would not have stopped children playing there or other people going on to the land. He was not aware of community events taking place on the land.

The inspector's summary of the objector's evidence is at paragraphs 9.1-9.17 of the inspector's report at Appendix 1.

The objector put the applicant to proof the various factors required to establish their case and repeated his offer to sell the land to the residents (see paragraph 10.3 of the inspector's report).

7. ISSUES RELATING TO THE USER EVIDENCE AND THE STATUTORY GROUNDS

The date when the application was submitted was not clear and the inspector looked at a period of at least twenty years commencing between 1st April 1991 and 31st May 1991.

The burden of proving that the land has become a town or village green lies with the applicant and the standard of proof is the balance of probabilities.

In order to add the application land to the Register of Town and Village Greens it

needs to be established that “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.”

There were disputed facts between the previous owner Mr Hammond and the evidence of the local residents which the inspector needed to resolve on the balance of probabilities.

Because the applicant relies on s15 (2) of the 2006 Act it has to also be the case that the use continues at the time of the application.

8. AS OF RIGHT USE ON THE LAND FOR THE RELEVANT 20 YEAR PERIOD AND CONTINUATION AT THE TIME OF THE APPLICATION

From the evidence given at the inquiry and the documentary material it appeared clear that from the time of the original planning of the estate around Wethersfield Way in the mid-1980s, it was always intended that the application site should be a landscaped and probably grassed amenity area for the benefit of the new estate, both as a visual amenity and (presumably) somewhere where things like lawful sports and pastimes could take place.

It seemed that this area was laid out as something looking like a conventional ‘village green’ for the new estate and envisaged that it would end up under the ownership and management of Basildon Council. The District Council had mown it for a considerable number of years apparently as a result of some kind of misunderstanding or mistake. Whatever the intentions, the transfer did not happen. The land had therefore never been used by the local residents ‘by right’ as public open space or something similar.

The application land had always been open and unfenced and there was no evidence that use had been with secrecy. Local people had never asked anyone’s permission to use the land and the evidence for the objector acknowledged this.

The inspector was able to conclude from the evidence that the use of the claimed green by local people had been ‘as of right’ in the sense required by the 2006 Act.

It was similarly clear and not in serious dispute that the use continued at the time the application was submitted. The inspector considered that there was some truth in the objector’s suggestion that the level of use had increased in recent times and that a significant proportion of the photographic evidence of activities on the claimed green was recent. However it was also clear that other photographs showed earlier events such as Mrs Grisley’s photograph of a party on the green in July 2003.

The relevant evidence was however in the sworn testimony of local people. A significant proportion of the witnesses had not in fact been living locally for the whole relevant 20 year period so their evidence inevitably only related to part of the period. However some witnesses had been in their homes before the 20 year period started in 1991 and their evidence was entirely convincing that use of the land by local people for sports and pastimes took place back then, from when they

first moved to their houses, and has been continued since. There were also some written statements from others supporting use in the earlier years of the estate.

Mrs Grisley's photograph of 1993 showed the green in an open accessible state, surrounded by houses, and entirely suitable for lawful sports and pastimes. It also showed the land was in a similar state as it was grassed with small trees.

Taken together with the other evidence the inspector considered that for the entire period of the existence of this estate the claimed 'Green' has in fact been available as an open, grassy area which physically could clearly be used for lawful sports and pastimes, consistent with the modest size of the area of land concerned. The evidence from actual witnesses was convincing that the land in fact been so used over the whole period. Nothing about this was surprising, given that the land concerned was plainly laid out in the first place as an amenity area potentially available for just such use. On the contrary, it would have been rather surprising if this land, in that situation, had not been so used.

The inspector concluded that, on the balance of probabilities, the applicant's evidence shows that the use of the claimed green by local people in significant numbers was begun substantially before either April or May 1991 and has continued ever since.

9. USE BY 'A SIGNIFICANT NUMBER OF THE INHABITANTS' FOR 'LAWFUL SPORTS AND PASTIMES'

Many of the visits referred to by the objector would be outside the relevant twenty year period. Mr Hammond, the previous owner, acknowledged that during his four year ownership he would not stop other local people from using the land and knew children used to play on it.

In any event there was plentiful and credible evidence from many witnesses that considerable numbers of local people from the neighbourhood, both adults and children had used the land regularly. The inspector concluded on the balance of probabilities that the evidence amply justified the conclusion that a significant number of local people from the neighbourhood have regularly used the land.

The inspector was in no doubt that the activities indulged in by local people on the application land whether they be games played by children or children with adults, parties or much more informal 'chats' between residents, are all capable of constituting 'lawful sports and pastimes' in the terminology of the 2006 Act. This is not a large piece of land and the feel and type of activity claimed do appear to be consistent with and credible in relation to its size and location.

The inspector accepted that cars had been seen parked on the grass of the claimed green. He had no doubt that this sometimes happened but not to an extent significant enough to constitute a material interruption to the continuing regular use of the land for lawful sports and pastimes.

10. NEIGHBOURHOOD AND LOCALITY

Paragraphs 11.7 to 11.9 of the inspector's report confirms that he found the area shown on Appendix 3 with the application (now Appendix 2 to this report) comprising the areas of the housing estate of Wethersfield Way, Stapleford End and Boreham Close to be of a cohesive and distinct character and could be regarded as a neighbourhood in this context. It was also an area from which the evidence of use of the application land overwhelmingly came.

He considered that, Shotgate parish having only relatively recently come into being, Basildon Borough, formerly District, was the relevant locality.

11. LOCAL MEMBER NOTIFICATION

The local members have been consulted. Any comments from Councillors Morris and Pummell will be reported.

12. INSPECTOR'S CONCLUSION AND RECOMMENDATION

The inspector's conclusion is that the evidence in relation to the application has met the statutory criteria set out in section 15(2) of the 2006 Act in relation to use of the application site for lawful sports and pastimes over at least the requisite period by a significant number of the inhabitants of the neighbourhood identified on the plan on Appendix 3 of the application and on Appendix 2 to this report.

13. REPRESENTATIONS FOLLOWING INSPECTOR'S REPORT

The applicant and the objector/landowner were given an opportunity to comment on the inspector's conclusions. Any comments will be reported.

14. RECOMMENDED

That:

1. The boundary of the identified neighbourhood on Appendix 2 is accepted as the neighbourhood and that Basildon Borough, formerly Basildon District, is the locality area in relation to the application;
2. The inspector's analysis of the evidence in support of the application is accepted and his recommendation that the application made by Mrs Marriott received in May 2011 is accepted for the reasons set out in the inspector's report and in summary in this report and the land applied for is added to the Register of Town and Village Greens.

BACKGROUND PAPERS

Application received in May 2011
Inspector's report

Local Members Wickford Crouch - Councillors Don Morris and Iris Pummell

Ref: Jacqueline Millward CAVG/64

APPENDIX 1

**RE: LAND KNOWN AS THE GREEN,
WETHERSFIELD WAY, SHOTGATE, WICKFORD**

COMMONS ACT 2006, SECTION 15

REGISTRATION AUTHORITY: ESSEX COUNTY COUNCIL

**REPORT OF THE INSPECTOR
MR ALUN ALESBURY, M.A., Barrister at Law**

into

**AN APPLICATION TO REGISTER LAND KNOWN AS
THE GREEN, WETHERSFIELD WAY, WICKFORD, ESSEX
(in the Parish of SHOTGATE)**

as a

TOWN OR VILLAGE GREEN

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Appendix I - Appearances at the Inquiry

Appendix II - List of Documents produced in evidence

Introduction

- 1.1. I have been appointed by Essex County Council (“the Council”), in its capacity as Registration Authority, to consider and report on an application submitted to the Council in May 2011, for the registration as a Town or Village Green under Section 15 of the Commons Act 2006 of an area of land known as The Green, adjacent to Wethersfield Way, Wickford (within the Civil Parish of Shotgate). Wickford and Shotgate fall within the Borough of Basildon, which is itself within the County of Essex, for which the County Council are responsible as Registration Authority for these purposes.
- 1.2. I was in particular appointed to hold a Public Local Inquiry into the application, and to hear and consider evidence and submissions in support of the application, and on behalf of the Objector to it. However I was also provided with copies of the original application and the material which had been produced in support of it, the objection duly made to it; and such further correspondence and exchanges as had taken place in writing from the parties. Save to the extent that any aspects of it may have been modified by the relevant parties in the context of the Public Inquiry, I have had regard to all of that earlier material in compiling my Report and recommendations.

2. The Applicant and Application

- 2.1. The Application received by the County Council in May 2011 was made by Mrs Tristan Marriott, of 29 Wethersfield Way, Wickford, Essex. Mrs Marriott is accordingly “*the Applicant*” for present purposes.
- 2.2. It was indicated in the Application Form as completed that the Application was based on ***subsection (2) of Section 15 of the Commons Act 2006***.
- 2.3. The boundaries of the application site were clearly shown on a plan which accompanied the Application. The originally completed application form was somewhat unclear as to what was being put forward as a relevant “*locality*” or “*neighbourhood within a locality*” for the purposes of Section 15 of the 2006 Act. A plan accompanying the application (as Appendix 2 thereto) appeared to suggest that an area of land, bordered on the north (for the most part) by Hodgson Way, but otherwise bounded by the arbitrary east-west or north-south lines of a plan provided by the Land Registry of the area surrounding The Green, was being put forward as a “*locality*”.
- 2.4. That such a thing should occur was neither surprising nor particularly unusual, as the standard (national) form (Form 44) on which applications of this kind are to be made offers virtually no clear, useful guidance to applicants in relation to the rather particular views which have been taken by the courts as to exactly what is meant and required by the terms “*locality*” and “*neighbourhood within a locality*”, as they appear in the Commons Act.
- 2.5. However, in discussion which took place at the Inquiry, between the parties and myself, the Applicant Mrs Marriott made clear that she wished to amend this

particular aspect of her application, and to put forward a suggested relevant “*neighbourhood within a locality*” which more appropriately accords with judicial pronouncements on the topic. Accordingly she put forward as the relevant “*neighbourhood*” the area which was in fact (as it happens) shown on Appendix 3 to her application, consisting of the housing estate developed in the 1980s by Abbey Homesteads to the south of Hodgson Way, and containing, as well as Wethersfield Way itself, and some houses fronting Hodgson Way, the residential streets of Stapleford End and Boreham Close.

- 2.6. I shall return to this point later, but for the present I note that no objection at all was taken to this clarification by the Objector Mr Pritchett. [Indeed it would have been difficult logically for Mr Pritchett to take such an objection, even had he wished to, given the apparent approval which the courts have shown to the proposition that it is open to the Registration Authority to take a view, on the evidence, as to what should be seen as the appropriate ‘locality’ or ‘neighbourhood’, even if the applicant has not identified the most appropriate area(s) on his/her application form].
- 2.7. As for the question of “*locality*”, the application site and the ‘neighbourhood’ as just discussed both lie within the Civil Parish of Shotgate, which is clearly capable of constituting a “*locality*” meeting the judicial pronouncements as to the meaning of that term. However I learnt from the evidence that this particular civil parish has only been in existence since 2007, and so did not exist for most of the 20 year period which the Commons Act requires to be considered in this case. On the other hand there was no dispute that for the entirety of the 20 year period the application site, and the ‘neighbourhood’ discussed above, have lain within the Borough of Basildon (albeit that for part of the period it was known, I understand, as Basildon District). There was no question or dispute raised by the parties as to the proposition that Basildon Borough is capable of being a ‘locality’ in accordance with the relevant judicial pronouncements.
- 2.8. Therefore I have considered the application (and I advise the Registration Authority to do likewise) in relation to the ‘neighbourhood’ as discussed in my paragraph 2.5 above, within the locality of the Borough of Basildon.
- 2.9. As for the Application Site itself, it is very clearly delineated on the ground, and at the time of my site visits, presented itself as a reasonably well maintained, fairly small grassed area, on which there are also a number of relatively small trees.

3. **The Objector**

- 3.1. Objection was made to the Applicant’s application by Mr Michael Pritchett, who is the freehold owner of the land of the application site. I understood from written material which he presented that Mr Pritchett had acquired ownership of the site pursuant to a transfer from the previous owner, Mr Hammond (who gave evidence for Mr Pritchett), dated 31st January 2011. As well as his original objection, Mr Pritchett produced a number of documents, many of which were referred to in evidence at the Inquiry, and all of which I have considered.

4. Directions

- 4.1. Once the County Council as Registration Authority had decided that a local Inquiry should be held into the Application (and the objections to it), it issued Directions to the parties as to procedural matters, dated 10th August 2012. Matters covered included the exchange before the Inquiry of additional written and documentary material such as further statements of Evidence, case summaries, legal authorities etc. Since those Directions were, broadly speaking, observed by the parties, and no issues arose from them, it is unnecessary to comment on them any further.

5. Site Visits

- 5.1. As I informed the parties at the Inquiry, I had the opportunity in the morning before the Inquiry commenced to see the site, unaccompanied. I also observed the surrounding area generally.
- 5.2. After the close of the Inquiry, on 26th September 2012, I made a formal site visit, accompanied by the Applicant and the Objector. In addition to looking at the site, we visited and observed virtually the whole of the suggested 'neighbourhood' surrounding the site.

6. The Inquiry

- 6.1. The Inquiry was held at the Wickford Centre, Alderney Gardens, Wickford, over two days, on 25th and 26th September 2012.
- 6.2. Both the Applicant and the Objector made submissions, and oral evidence was heard from witnesses on behalf of both sides, and subjected to cross-examination and questions from me as appropriate. With the agreement of the parties participating in the Inquiry, all of the oral evidence was heard on oath, or solemn affirmation.
- 6.3. As well as oral evidence, and matters specifically raised at the Inquiry, I have had regard in producing my Report to all of the written and documentary material submitted by the parties, including the material submitted in the early stages of the process, which I have referred to above. I report on the evidence given to the inquiry, and the submissions of the parties, in the following sections of this Report.

7. THE CASE FOR THE APPLICANT – Evidence

- 7.1. As I have already to some extent noted above, the Application in this case was supported by various documents including plans, an explanatory statement in support, a collection of completed evidence questionnaires or letters from local residents, and various other supporting material, including photographs.

- 7.2. Other written or documentary material was submitted on behalf of the Applicant in the run-up to the Inquiry, in accordance with the Directions which had been issued. Some of this consisted of written statements from witnesses who would in due course give evidence at the Inquiry itself.
- 7.3. I have read all of this written material, and also looked at and considered all the photographs, plus other documentary items with which I was provided, and have taken it all into account in forming the views which I have come to on the totality of the evidence.
- 7.4. However, as is to be expected, and as indeed was the subject of discussion and acknowledgement at the Inquiry itself, more weight will inevitably be accorded (where matters are in dispute) to evidence which is given in person by a witness, in this instance on oath, who is then subject to cross-examination and questions from me, than will be the case for mere written statements, evidence questionnaires etc, where there is no opportunity for such challenge or questioning.
- 7.5. With all these considerations in mind, I do not think it is generally necessary for me specifically to summarise in this Report all the evidence contained in any statements, letters etc, or in particular questionnaires, by individuals who gave no oral evidence. In general terms they are broadly consistent with the tenor of the evidence given by the oral witnesses, and nothing stands out as being particularly worthy of having special, individual attention drawn to it in this Report.
- 7.6. In any event all of the written and documentary material I have referred to is available to the Registration Authority as supplementary background material to this Report, and may be referred to as necessary.

The Oral Evidence for the Applicant

- 7.7. *Mrs Tristan Marriott* the Applicant lives at 29 Wethersfield Way. She has lived there for over 13 years, and she and her husband have got to know many of their neighbours very well. There is a great sense of community in their little hamlet, she said.
- 7.8. Her own first big community experience on the ‘Green’ was the night they celebrated the Millennium. There were several individual ‘family and friends’ parties going on in many homes, and the front doors were open for everyone to join in. Just before midnight they all came together on the Green with their champagne in their hands, and watched as some of the residents, including her husband, let off fireworks. After that they all stood around the perimeter of the Green, linked arms and sang Auld Lang Syne. That was the first of many more events since.
- 7.9. Over the years they have enjoyed picnics on the grass, barbeques and street parties, and they have watched young children grow as they have played on the Green. Now many of those children have grown into well rounded young adults, but the circle continues. Their own son Ryan is five years old, and it is now his turn to experience the wonderful recreational land they have on their doorstep. If it had

- not been for this piece of open space he would not have learned to ride his bicycle at the age of four. He is out in all weathers playing with his friends on the Green. They run around, skip, jump and chase each other. There is often a plethora of children's playthings strewn across the Green at the end of a play session.
- 7.10. Mini-Olympics have been held on the Green, with beanbag races, egg and spoon, the sack race, the three-legged race and the wheelbarrow race, to name but a few. Due to regular interaction with their neighbours they have built up great trusting friendships. This has produced an informal neighbourhood watch. Since where they live is a cul-de-sac, separated from other residential areas, the Green is their focal point, their meeting place, and the heart of the community.
 - 7.11. Other than the Green the nearest open space is Shotgate Park, which is within walking distance. However between the estate and the park there is an extremely busy road, Hodgson Way. Parents do not allow their children to cross that road alone. Even parents with babies in prams or buggies do not feel particularly safe crossing that road.
 - 7.12. However the Green provides just enough open space, and helps to promote good health and wellbeing as neighbours gather there with their children. For her, like many of the residents, it was a shock in October 2010 to receive a letter stating that the land was to be sold at auction. She had not even known it was privately owned.
 - 7.13. When she and her husband moved into Wethersfield Way, one of the biggest attractions was the outlook from their front window. They assumed that as the Green displayed signs mentioning Basildon District Council it was owned by the Council. Likewise they assumed that it was amenity land for their use. That was the main reason why they never sought permission from anybody to make use of the land. To add to the confusion the local council did in fact mow the Green for many years.
 - 7.14. Since October 2010 she and many of her neighbours have come together to find a way to protect and preserve the land in its current form. The land is also home to several trees and sprouting flowers.
 - 7.15. She has researched the origins of the Wethersfield Way housing development, from its receipt of planning permission given by Basildon District Council, to the history of the ownership of the land. On her own Land Registry title it shows the Green, and three other parcels of land in the vicinity, as "*adopted land*".
 - 7.16. The information she had gleaned from Basildon Council appears quite woolly with no definitive answers. Much of the information she had sought from that council appears to be no longer on file, or does not appear to have been saved.
 - 7.17. A year ago she prepared a petition against the development of the land. All 75 signatures on it were from residents signing on behalf of their households; there are only 78 houses on the estate, so the petition covers most people. This year she has formed a Facebook group, which now has 214 members showing their support for the cause.

- 7.18. Mrs Marriott produced a planning permission of 1987 for the development of the estate of 78 houses which includes Wethersfield Way. That permission includes a condition requiring the submission and approval of a landscaping and planting scheme. She also produced some documentation from the Land Registry relating to the house which they had purchased. A plan associated with the transfer to the original owner of her house, dated 28th October 1988, appeared to show the area of the Green identified as an “*adopted area*”, but Mrs Marriott was not sure exactly what that term had meant.
- 7.19. She also produced some correspondence by letter or email which she had had with Basildon Council, relating to the history of the Green and the planting scheme on it. It was clear from that, she said, that the intention had been that the development of the estate would create some open spaces within it, which would then be transferred to the Council. However it appeared that the Council had had a review of its policy, and decided to change that policy, so that the open spaces were not in fact transferred to the Council.
- 7.20. The Council had said it did not have any information about the chain of ownership of the site constituting the Green. However the Council’s Parks Department did in fact maintain the land on a goodwill basis up until about five years ago. The Council’s Planning Service had as yet received no planning applications or formal enquiries in relation to the land, and nor in the Council’s view did the site have any development potential. Mrs Marriott added that the local people from the estate have maintained the area of the Green by mowing, since Basildon Borough Council stopped doing that. It was true that Mr Hammond, the previous owner of the Green, did maintain the land himself until he sold the land to Mr Pritchett.
- 7.21. *In cross-examination* by Mr Pritchett Mrs Marriott said that the Green is used a lot by the local people. Yes there is a park in Shotgate, but the issue is the traffic in Hodgson Way which needs to be crossed in order to get to that park.
- 7.22. Using the land of the Green was not something that just started recently. For example she had an old invitation dating from 2003 for an organised party on the Green in front of her house. In her own experience residents have always used that land.
- 7.23. **Mr David Harrison** lives at 49 Alicia Avenue, Shotgate. He is currently the Chairman of Shotgate Parish Council. Wethersfield Way falls within the Parish of Shotgate.
- 7.24. Mr Harrison said he had been a resident of Shotgate for over 40 years, and during the time that the Wethersfield Way area was developed he was a member of Basildon Council. As Chairman of that Council he attended an official opening of the Hodgson Way development, he thought it was in 1986. It took place in a marquee situated on the Green in question.
- 7.25. At the time when the planning permission was given for the development in this area he, Mr Harrison, was chairman of Basildon Council’s Planning Committee and, as was the normal practice, areas such as this Green were expected to be

- adopted by the Council. The plans in this case showed and indeed still show that that was the case. As far as Mr Harrison was aware it was and still is the policy of Basildon Council for there to be provision of areas of green open spaces with developments, for community use. The Green at Wethersfield Way falls within that category.
- 7.26. Mr Harrison said that it was unclear how the current situation had arisen. At some point a decision was made to sell off this area, it seemed. Mr Harrison did not know who had initiated that sale, or who had received payment in the first instance. He had tried to find out through local councillors how the policy of Basildon Council in relation to such areas of land had changed. However he had not got any very clear understanding of exactly how that had happened.
- 7.27. It was his understanding that Basildon District Council had cut the grass on the green here until 2007. Having been involved in the local community in various capacities he personally had had the pleasure on many occasions to visit the area and see how well the Green was used by the local community. He had seen that on many occasions, going back some considerable time before Mrs Marriott moved to the area for example. It was his understanding that at one time Basildon Council put up signs on the Green hoping to prevent ball games, in order to prevent annoyance to other users. Basildon Council had routinely maintained the Green until five years ago, and apparently the council department responsible was not aware that the Green had in some inexplicable way become unadopted.
- 7.28. Although he was speaking from his personal knowledge of the area, Mr Harrison was also authorised by Shotgate Parish Council to speak in support of the application for village green status for the Green on Wethersfield Way. He is also the Vice-Chairman of the Wickford Action Group, and had been instructed on their behalf also to give total support to the application.
- 7.29. Mr Harrison explained that the Shotgate Parish had been formed as a Civil Parish in 2007.
- 7.30. *In cross-examination* Mr Harrison confirmed that he had visited the Green on numerous occasions. He had long been involved in local politics, and this Green was on one of his delivery routes for delivering leaflets and other information to people's houses. He had seen activities taking place on the Green while he was in the area, although he personally does not live in the same part of Shotgate where Wethersfield Way is situated.
- 7.31. He confirmed that Shotgate Parish Council is supportive of the Town or Village Green application here. It is important that there must be green spaces in developments for people to use. He acknowledged that it was not appropriate at this Commons Act inquiry to discuss the question of any potential planning application for development on the land.
- 7.32. **Mrs Lyndsey Mackay** lives at 21 Wethersfield Way. She and her husband had bought their house in 1989, and they consequently were some of the remaining original residents of the estate. They live opposite the Green on Wethersfield Way. They chose their current home because of the wonderful green space outside their

- front door. Over the years the Green has evolved into the centre of the community. They are a small estate of houses very much on their own, and they have watched generations of children over the last 20 odd years play safely on this land. For example only the previous week a group of local children were playing on the Green, using it as an imaginary Olympic Stadium, and they played there contentedly for hours, with their parents knowing where they were and having the peace of mind to allow their children to play outdoors with freedom.
- 7.33. It is wonderful to see the younger children using the Green in holiday times or after school, for recreation and general well being, as there is no other park that can be reached without parental presence. It is distressing to think that this communal space might be taken away from local people.
 - 7.34. As a community local people from the estate regularly gather on this Green to hold barbeques, whether it be on Sundays or Bank Holidays, or to celebrate special occasions such as the Royal Wedding, the Queen's Jubilee, or fireworks at New Year. There is even the occasional birthday party, and also summer events with bouncy castles and mobile food outlets that have taken place from time to time, giving families an opportunity to gather together.
 - 7.35. In all of the years she and her family have been there, they have used this land freely and openly, without objection from any party. The Green was obviously intended by the original house builders to be left open and free for all to enjoy. It would be a travesty if this much loved and cared for open space were to be taken away from local people.
 - 7.36. Mrs Mackay confirmed that the use of the Green by local people had been similar ever since she and her husband moved there in 1989. For all that time it had been a focal point for the neighbourhood. People regularly chat out there on the Green, and it has made local people all the more aware of each other and familiar with each other.
 - 7.37. *In cross-examination* Mrs Mackay said that she and her family and other neighbours had used the Green in the early days of her time in Wethersfield Way, not just recently. She had seen people come and go within the neighbourhood, there have always been like-minded people in the neighbourhood during their whole time in their house.
 - 7.38. Having the Green available teaches their children responsibility and respect. That land has always been free and open to be used at all times by all local people.
 - 7.39. She reiterated that her family and others have used the land freely and openly for the whole time that they had been there as residents. It has been free to use right from the moment that her family and indeed her neighbours first moved into their houses.
 - 7.40. *In re-examination* Mrs Mackay said that in giving evidence she was not just doing things which Mrs Marriott had asked her to do. This was not just one person speaking. This, said Mrs Mackay, was the whole local community speaking.

- 7.41. ***Mrs Tolu Kalejaiye*** said that she and her family had moved to 25 Wethersfield Way in July 2007. Since moving in she had witnessed children playing on the land and using it on a regular basis. In fact her own son has played on the land, and as a family they have joined in with special events that have taken place on the Green, such as the Diamond Jubilee celebration.
- 7.42. She produced a picture of her son building a snowman on the land in 2008 with one of the younger boys. The land has been used by the residents and families of the neighbourhood throughout the whole time that she has lived there. It is a place where everyone gathers for community events, as well as children's day to day play.
- 7.43. *In cross-examination* Mrs Kalejaiye said that it was her understanding that the Village Green application had been made because there was some possibility of an application for a building being put on the Green.
- 7.44. If it had not been for the Green she would not have got to know everyone in the surrounding neighbourhood. The Green encourages the mixing of the people.
- 7.45. Her children do use Shotgate Park as well, either to play football, or she herself goes jogging there. However it is not the same as the Green.
- 7.46. ***Mrs Jane Morris*** lives at 23 Wethersfield Way. She and her husband moved there in 2002. Part of the appeal was the family atmosphere and friendly environment, and the regular gatherings on the Green with the neighbours. This was what they wanted for their children, a safe happy place to grow and develop.
- 7.47. As a family with two growing boys they had spent many a happy evening out in the front of their house on the Green, with the children playing and adults talking. Their lives had changed when her husband had a stroke in December 2006, and their world was turned upside-down. This was a horrific experience for her family, but was made easier by friends and neighbours. This friendship had been fostered by the gatherings of neighbours on the Green.
- 7.48. In December 2010 they had become a family that foster other children. Once again the Green provided a lifeline, by giving their foster children a safe secure place to play. It gave those children, who have not had the opportunity to be normal children, the chance to ride a bike, play with others or join in a football game, or tennis, or a snowball fight etc. Yes indeed there is a park the children can also go to, but not on their own as it involves crossing a busy main road.
- 7.49. The children she cares for have not had the same boundaries and upbringing as her own children, and it would not be good parenting to allow them to go off on their own, mixing with the older children that sometimes frequent Shotgate Park. The Green allows them independence within a safe controlled environment. There they can play with a range of other children of various ages and mixed abilities.
- 7.50. Their friends and neighbours get to know their extended family while they socialise at various events, such as the Royal Wedding celebrations, the Jubilee,

summer barbeques, Easter egg hunts, playing in the snow, firework nights etc. The Green is invaluable as part of the community.

- 7.51. *In cross-examination* Mrs Morris said that she would indeed like to preserve the grassy area of the Green as a place for her children and others to play on. In her estimation, nine times out of ten that one looks out, there is someone else out there on the Green for the children to play with. Her foster children are vulnerable children who could be preyed on by others, so she does not let them go to the park.
- 7.52. In the 10 years they have been in their house they have always used the Green regularly.
- 7.53. *In re-examination* Mrs Morris said that when they purchased their house from the previous owners, the vendors had in fact told them about the summer parties that had been held on the Green. They also heard about other parties; it was a big part of the selling aspect in relation to the house. Those vendors did tell them that the Green was maintained by the Council as an open space.
- 7.54. **Mrs Michelle Perham** lives at 27 Wethersfield Way. She and her family have lived there since August 2007 with two young sons (one being a step-son who stays twice a week), who regularly play out on the Green. She produced some photographs showing this.
- 7.55. When they first moved to Wethersfield Way they immediately sensed a community spirit. Neighbours would open up their garages and put toys out on the Green, allowing all the children in the area to play together. That had led to their being friends with all of the neighbours. Most of them she thought would probably consider the Green as almost part of their front garden. It is a safe, quiet place for the children to play where they can be supervised. The parents will often get involved in the games as well, and this has led to many ad-hoc barbeques being arranged. This is immensely important in maintaining a safe pleasant residential estate where everybody knows everybody.
- 7.56. In August 2011 her son celebrated his first birthday on the Green with a big party that many of the neighbours attended (she produced a photograph), and there have been community parties to celebrate the Royal Wedding in April 2011, and the Queen's Jubilee in June 2012 (more photographs).
- 7.57. The only other green space in the area is across a very busy road leading to an industrial estate. Heavy HGVs use that road, and the speed limit just before reaching the place where one has to cross is 40mph. However many of the vehicles travel faster than that. There is no safe place to cross, which means that children are unable to access green space other than the Green at certain times.
- 7.58. Since the land of the Green has been owned by the current owner, her husband and their neighbours have maintained the land, mowing the grass and tending the trees. Before that the previous owner maintained the land. There had never been any restrictions placed upon them regarding the use of the land for community gatherings and sporting ventures.

- 7.59. As had been the case with Mrs Marriott, a plan with the Perhams' Title Deeds had also said that the land of the Green was "*adopted*".
- 7.60. *In cross-examination* Mrs Perham said that when they moved into their house the previous owners told them that the land of the Green was owned by the Council. However after they had moved in a chap up the road had told them that the land was privately owned. She knows of no other similar areas around the place where she lives.
- 7.61. *In re-examination* Mrs Perham said that the people they had bought their house from were certainly under the impression that the Council had owned the land of the Green.
- 7.62. **Mrs Sharon Scofield** lives at 19 Wethersfield Way. She has lived there since July 1991. She bought the house second-hand, but it was empty when she had first looked at it because the previous owners had gone.
- 7.63. An important factor when purchasing her house was the lovely village green that was directly to the side of it. It was then, and has been to date, an attractive greensward with trees providing some character and shade to it. The Green has always been maintained by either Council contractors or local residents.
- 7.64. Since the very day that she moved into her house she has had the pleasure of seeing her own daughter, and countless other children and families, enjoy the use of the Green. All those children have had the pleasure of playing in a safe and friendly environment, watched over by the residents of the properties all round the Green. The children have always had the use of this safe area, without the need of having to cross the main road to reach the park.
- 7.65. She can remember numerous occasions when she had visitors to her property, and their children would also have an opportunity to play on the Green. It has always been a social hub for the entire local area, and generations of children have enjoyed the activities that have taken place. There is barely a time when the Green is not the centre of a gathering of children.
- 7.66. People have used the Green for picnics, to play ball games; they gather to play other sports, and generally to enjoy the social aspect. Families have had parties on the Green, and on several occasions the neighbours have arranged organised activities and parties there.
- 7.67. On one occasion at the end of the school summer term the neighbours had a party to celebrate the end of school term. There was a bouncy castle, a burger van providing refreshments; there was bunting all around the Green, and all the residents and children enjoyed a day of fun. On another occasion again a gathering of residents took place with barbeques alight, music playing and an evening of general socialising.
- 7.68. Her own daughter has grown up in the same house since her birth, and has played for endless hours on the Green. She had even got into trouble with Mrs Scofield

- for throwing the crab apples from the trees there – this was at a young age when that was a game played by many of the children.
- 7.69. Whenever there is an occasion to celebrate, there will be bunting, ribbons, balloons etc., displayed on the Green. It would be a disaster to allow this area to be taken away from the residents. In common with many others she had made decisions about the major purchase of a property, and a place to raise a family, based on the close surrounding area.
- 7.70. *In cross-examination* Mrs Scofield said that when she first moved in she had not had any children. She worked in the City at the time. However there have always been children playing on the Green, especially in the lighter evenings.
- 7.71. Her daughter was born in 1993. The Green has always been used by the local children. The estate was full, (i.e. all the houses were occupied) when she first moved in, although there were not as many children in as early years as later on. More families had moved into the estate more recently.
- 7.72. *In re-examination* Mrs Scofield said the trees had already been planted on the Green by 1991, the time she moved in. There were regular gatherings of adults on the Green as well as children. What happened on the Green depended a bit on the length of the grass.
- 7.73. **Mr Mick Day** lives at 16 Wethersfield Way. He and his family moved there in 1998.
- 7.74. They have held numerous summer parties for their children, when they break for their six week school holidays, on the Green. Summer holidays bring all the neighbours together, creating a community spirit and fostering friendships. Many of these parties have involved playing games, setting up stalls, bouncy castles and marquees with food and drink – there is photographic evidence to support this.
- 7.75. The Green is an ideal location for younger children to play on. His own children had done this when they were young, and spent many happy hours playing safely on the Green. It is particularly ideal, owing to the fact that the main park area in Shotgate involves crossing a busy road. The Green also comes in handy on odd occasions for extra parking when someone in the neighbourhood is holding a party etc. Parking is otherwise rather limited for visitors.
- 7.76. Looking out of their lounge window they see a well kept green with a few trees. That green has been maintained on many occasions by themselves and their neighbours as a collective. Certainly in the last 18 months if they as a community had not maintained the land it might have become overgrown and unusable by all. It would have become an eyesore and would have detracted from the visual amenity that they have today.
- 7.77. Their estate was built in 1987. They believe that the Green has always been used in the same way by local residents for various activities for longer than 20 years, without asking permission of the owner. This indeed was mainly due to the fact that everybody thought that it was Council land. There are several residents who

- have lived here throughout that period who can confirm this. The Green is the focal point and the heart of their small community.
- 7.78. The Council used to cut the grass; then they stopped and Mr Hammond cut it for a while. Since then however Mr Palmer and he, Mr Day, had cut the grass on the Green as they had two motor mowers. He thought that all that had happened since about 2007. Then Mr Hammond bought the land and maintained it, and later when Mr Hammond sold it Mr Palmer and he Mr Day went on to maintain the land.
- 7.79. *In cross-examination* Mr Day said that he had parked a car on the Green on the odd occasions when there had been a delivery coming to their house.
- 7.80. *In re-examination* Mr Day confirmed that the Green is currently in a good state. It is maintained by the local neighbours, and needs to be cut about every two or three weeks during the summer.
- 7.81. ***Mrs Sara Teixeira*** lives with her husband at 31 Wethersfield Way. They moved in in June 2002.
- 7.82. The Green outside their house is used by children virtually every day, particularly their own son Luc. He is an active seven year old who loves the outdoors and enjoys the freedom that the Green offers him. They can let him go out on his own to knock for the neighbours, while keeping an eye on him out of the window. They themselves often sit outside on the Green having a chat with their neighbours while they watch the kids play.
- 7.83. To take this land away would completely spoil the community atmosphere, as the land is also used for social events. There has been much to celebrate in the last two years alone, what with the Royal Wedding and Diamond Jubilee, and most recently the Olympics. During the Olympics the Green was used as a Velodrome, a gymnastics mat and a badminton court amongst its many other uses.
- 7.84. Aside from the social element, on a more serious note, to build on the Green would impair their drainage, parking, rights of light and air, and of course their view.
- 7.85. Mrs Teixeira was not cross-examined.
- 7.86. ***Mrs Lucy Garrod*** said that she and her husband moved into their house at 14 Wethersfield Way in December 2006. They live opposite the Green. It was a plus point when buying their house that the Green was there for their future family to enjoy.
- 7.87. They have seen many children playing on the Green over the years, and their daughter is now old enough to enjoy playing games on the Green with them as a family, and being able to play with other children from the surrounding houses. It is a safe place to play, rather than in the road, which she has seen in other streets which do not benefit from having a green like this one. It is also a place to bring the neighbours together. There have been many good times on the Green over the years, of neighbourly casual get-togethers and parties.

- 7.88. They had previously lived on another modern housing estate in Hockley. There was nothing like the Green that they have here, and they only knew their next door neighbours and there was no community spirit. Conversely the Green here brings neighbours together and they have made lovely friends. If the Green was not there to use then the community spirit would be lost.
- 7.89. The Green provides opportunities for children to do all sorts of activities safely in the sight of their homes. The main park requires two roads being crossed, one of which is very busy. A local area like this to meet and play makes for a happy, healthy lifestyle.
- 7.90. *In cross-examination* Mrs Garrod said that she had seen lots of people playing on the Green over the years. Some of them were people she did not know, but also of course many others that they do know, and her own daughter.
- 7.91. **Mr David Marriott**, the husband of the Applicant, said that he has lived at 29 Wethersfield Way for more than 13 years, along with his now wife and more recently their son Ryan. It was a big attraction to purchase their house that there was the lovely Green right outside their front door, and access via the private driveway around the Green. This resulted in them purchasing the house at a higher price than other properties elsewhere on the estate at that time.
- 7.92. Over the years he had seen the Green used for various events, such as social gatherings among the neighbours and their friends, and the local children playing games or sporting activities. He has often seen and helped many of his neighbours, all lending a hand to erect a marquee on the Green, or to supply patio chairs and tables and the like.
- 7.93. The Green has been a focal point for locally arranged events such as the Millennium, the Golden Jubilee, Royal Wedding and Diamond Jubilee, and some of these events made it into the local newspaper. All of those events were organised by the local people, for the local people.
- 7.94. As father of a young son, throughout the year he is regularly out on the Green with his son, playing football, tennis, frisbee, bike riding, whatever his active son wants him to do. His son also plays out with the other local children, and their parents know it is a safe environment for them to go out and do that.
- 7.95. The Green is only a small piece of land when compared to the local park, but it is a safe haven for younger children to play. It is also a meeting point for adults, and a central safe location to host various community events throughout the year for everyone to enjoy. It is also a visual aid to the street, giving the road some character and a sense of community spirit.
- 7.96. As far as access to the land of the Green is concerned, Mr Marriott was not aware of anybody ever being refused access to the land. The only signs there are ones saying no ball games, which everyone assumed were put there by Basildon Council. Clearly that rule has been broken over the years.

- 7.97. For many years the Green was in fact cut by the Council mowers, along with all the other greens in the area, but this suddenly stopped. The grass and weeds then grew unsightly for a while, and they made enquiries, only to be told that it was not Council land. This was a surprise, as it was not their and many of their neighbours' Deeds had stated. The previous owner to the current one then started cutting the grass, and was well aware that the land was used by the local community, and access was never refused to it. That previous owner was Mr Hammond. Since the land was sold to the current owner, it has not been maintained by that owner, to the best of Mr Marriott's knowledge. In order to maintain the land he, Mr Marriott, and a number of neighbours now regularly mow the lawn, rake the grass and tend to the trees when necessary, all of this in order to keep the Green looking nice and presentable. This brings out the community spirit in people, and before you know it there are a number of adults and children all helping with the necessary tasks.
- 7.98. Mr Marriott said that he was probably known in the area for regularly being out on the Green playing with his son. But other children also play there from the estate, not just from immediately around the Green.
- 7.99. *In cross-examination* Mr Marriott said that there had been a little corner of the community park in Shotgate which got sold off, and he was sad when that happened. As far as the Green in Wethersfield Way was concerned, Mr Marriott knew that there had been a planting scheme for the Green when the estate was first put up and he presumed that it had been like that ever since.
- 7.100. **Mrs Geraldine Grisley** lives at 33 Wethersfield Way. She and her husband moved there from the East End of London in April 1993, with their 15 year old daughter and 4 year old son.
- 7.101. When they lived in London they would not let their son play outside, but when they moved to Wethersfield Way they had a playground behind them and the Green beside them. So when the neighbours' children knocked they were more than happy for their son Jack to play out on the Green under supervision.
- 7.102. She could recall many great celebrations held out on the Green. For instance at the end of each school year her friend and neighbour Mrs Palmer used to hold events on the Green for the children all to get involved in. Many of the neighbours and their children used to join in and fun was had by all.
- 7.103. More recently the neighbours have used the Green to celebrate special events such as the Royal Wedding last year and the Diamond Jubilee in 2012.
- 7.104. The Grisley children have now grown up and had children of their own. As grandparents they are pleased that their grandsons also have a safe place to play when they visit. They love to ride their bikes and electric cars around the Green and they do so often. The Grisleys also regularly meet other neighbours out on the Green with their children. It is lovely getting to know the next generation, and seeing all the children integrating with their own extended family.

- 7.105. Mrs Grisley often sits on the Green with her grandson, having a snack and enjoying the sunshine. The Green has been extremely important for three generations of her own family, and she wholeheartedly supports the village green application.
- 7.106. When they first moved in they took a photograph of the Green in April 1993, and a copy of that photograph was produced to the Inquiry. Mrs Grisley also produced a photograph of a notice and invitation relating to a party held on the Green in 2003. In addition Mrs Grisley brought to the Inquiry a handwritten letter by her daughter Sarah Grisley, which was generally confirmatory of the evidence which her mother had given.
- 7.107. Mrs Grisley explained that when she and her husband had bought their house the property had been previously lived in, but was empty because the sale was one which followed a repossession.
- 7.108. *In cross-examination* Mrs Grisley said that the Green had always seemed to be a piece of grass available for the community to use, for everyone to use, that was the feeling that they got about the Green right from the start.
- 7.109. *In re-examination* Mrs Grisley said that when they first moved into their house they did not think about who actually owned the Green. Her understanding had been that the Council thought that they (the Council) owned the land.
- 7.110. **Mr Ben Lovejoy** said that he has lived at 30 Wethersfield Way since 2001.
- 7.111. The Green is an amenity which has been regularly used by the residents of Wethersfield Way throughout the time he has lived here, he said. It served as a focal point for the community being used as a children's play area, for picnics and for occasionally street parties. Taking away this area would create dangers for young children who would end up playing in the road instead. The Green is also a visual amenity for everyone who lives here.
- 7.112. *In cross-examination* Mr Lovejoy said that he personally had never seen cars parked on the grass of the Green.
- 7.113. **Mr Tony Forster** said that he had lived in his present house at 15 Wethersfield Way since January 1995. At that time his children were aged 5 and 7.
- 7.114. From that time, and throughout their whole childhood, his children had unrestricted use of the land of the Green to play games, and furthermore they never needed permission from any known person in order to do so. Mr Forster personally could recall them engaging in the following games during that period: ball games such as football and catch, running games such as chase, making and using make-shift Wendy houses, playing in the snow, snowball fights and making snowmen and cycling.
- 7.115. Over the years since he moved in, and up until the present day, he had regularly witnessed other children and his own playing on the Green. Again the activities had been such as football, cricket, running around or cycling. He also remembered

taking part in a community event on the Green at the time of the Queen's Golden Jubilee, with other residents, and more recently the Queen's Diamond Jubilee.

- 7.116. When he comes home from work he often sees children playing on the Green. They play there after school and at weekends. When he bought the house he was attracted by the fact that it was in a cul-de-sac, had a safe environment, and had the Green available. He had always thought that the Council owned the land of the Green; there were in fact Basildon District Council notices on the Green, and the Council used to cut the grass. So it was a surprise to Mr Forster when he learned that the Council did not in fact own the Green.
- 7.117. *In cross-examination* Mr Forster said that he had never spoken to anyone about the question of being able to use the Green; he had never spoken to Mr Hammond about it for example, after Mr Hammond apparently bought the land.

8. THE SUBMISSIONS FOR THE APPLICANT

- 8.1. In opening Mrs Marriott explained how she and all the neighbours whose evidence she was to call aimed to provide sufficient evidence that they as a local community had indulged as of right in lawful sports and pastimes on the land known as The Green in Wethersfield Way for a period of at least 20 years, and that they continued to do so at the present time. She outlined the evidence that would be heard, and pointed out that as well as the oral evidence there were a number of statements and letters of support from other members of the local community. She accepted that the relevant neighbourhood and locality had not been very clearly set out in her application, and she agreed that a more appropriate neighbourhood could sensibly be defined [as I have discussed in an earlier section of this Report].
- 8.2. In closing, Mrs Marriott pointed out that, as well as the other written material which had been put forward, there were additional statements that she had put in from a Mrs Curry, who had lived at 22 Wethersfield Way since 1997, and Mr and Mrs Spires, who had lived at 20 Wethersfield Way since March 1992. Both of these written statements indicated that the Green had been used by local people, in particular children, to play on for the entire periods of their residence in the neighbourhood.
- 8.3. Mrs Marriott said that she and her neighbours had indeed produced sufficient evidence to prove that they, as a local community, had indulged as of right in lawful sports and pastimes on the land known as The Green for a period of at least 20 years, and that they continued to do so. Some of the residents who have given evidence on oath have lived here for more than 20 years, and there is no way that their evidence can be disputed. If these current residents state that they have been afforded unrestricted use of the Green during the 20 year period relevant to this Inquiry, then this would also have applied to all former residents. Indeed a letter had been obtained from Mr and Mrs Keith Woods, the former owners of the house in which the Marriotts themselves now live. That letter indicated that Mr and Mrs Woods had lived in the property 29 Wethersfield Way from December 1988, and right from that time had believed that the Green in front of their house had been adopted by the Council. They, Mr and Mrs Woods, confirmed that the Council

- had mowed the Green for the 11 years that they lived in the house. During the time of their occupation (Mr and Mrs Woods) they said they often used to meet up on the Green for a chat with neighbours, or a drink to celebrate the New Year for example. The Green certainly gave a place to socialise and get to know the neighbours. Although they did not have children at the time, many children from the neighbourhood used to play on the grass and learned to ride their bikes on that land.
- 8.4. Mrs Marriott said that it is unusual these days for homeowners to stay in one house for more than 20 years. Nevertheless they were fortunate enough in Wethersfield Way to have at least 8 homeowners on their housing development currently who have lived there for at least that long a time. She produced a list showing who they were.
- 8.5. It was clear that from as far back as the time when the first residents moved onto the estate the developers, Abbey Homes, had provided sales literature (which was available to the Inquiry) illustrating the land which is now known as the Green as exactly that. The housebuilders themselves had had a clear vision, which was delivered as a matter of fact by the provision of the Green.
- 8.6. Throughout all the years up to and including the present time, no resident had ever sought permission to use the land. In the first instance the majority of the residents were under the impression that the Council owned the land, by means of some kind of adoption. Evidence in the form of legal documents appeared to state that the land was adopted. Signs on the land also appeared to confirm that Basildon District Council was in charge of it, and the Council as a matter of fact maintained the land for many years. Even when the land became owned by Mr Hammond, and more recently by Mr Pritchett, the local people have continued to use the land without seeking permission, and without any restrictions imposed.
- 8.7. Mrs Marriott acknowledged that the opening statement by Mr Pritchett the Objector had said that he had no intention of developing the land currently. However the application for village green status is the only way in which local residents can protect the land and ensure the continuity of use for now and the future.
- 8.8. Mrs Marriott confirmed that she wished to have regarded as the relevant neighbourhood the area of the estate which includes Wethersfield Way, to the south of Hodgson Way and to the east of the industrial estate. These boundaries separate the neighbourhood from other residential areas, and therefore highlight the value of the Green as the focal point for the local small community.
- 8.9. It appeared clear from all the evidence, including written material, that the houses on the estate were first occupied in the autumn of 1988, and it is clear that the intention was that the land of the Green was to be adopted by the local Council on completion of the development. Recent research shows that that never happened, but local residents were never made aware of that, and so made use of the land unaware of its legal ownership. In any event it was clear from the evidence that the Green had been used by local people for significantly in excess of the 20 years

required under the *Commons Act*, and so, regardless of who owned it, it should be registered as a Village Green to ensure the continuity of use for now and the future.

9. THE CASE FOR THE OBJECTOR – Evidence

- 9.1. The Objector, Mr Michael Pritchett, did not himself give oral evidence, though he produced written material relating to his acquisition of ownership in the land constituting the claimed Green, and in fact did say in one of his written notes that he had visited the land 12 times and had never seen anybody else on it.
- 9.2. Mr Pritchett called one oral witness, **Mr Trevor Hammond**, who lives at 7 Wethersfield Way. Mr Hammond explained that he had lived at 7 Wethersfield Way since November 2002, and still lives there.
- 9.3. He, Mr Hammond, was the owner of the plot of land constituting the Green from January 2007 until Spring 2011. He said that during that period the local residents had never had permission from him to use the land in any way whatsoever. Sometimes they would park their cars on it, which Mr Hammond would have to ask them to move so that he could cut the grass, or children would play on it, damaging the trees and leaving rubbish behind for him to clear up. Local people never showed any interest in the plot of land until he put it up for sale. Even then they only wanted to stop him from selling it, or for him to donate it to the Council for the local residents. Mr Hammond had offered to sell it to them at well below market value, but they could not raise any money and never made a proper offer.
- 9.4. The land was put up for auction once, and local residents were invited to attend, but on that occasion the plot had not made the reserve price. It was then entered into the following auction, but was sold to Mr Michael Pritchett the Objector just prior to the auction date.
- 9.5. The person Mr Hammond had purchased the land from was a Mr Herbert Humphreys, who had himself bought it from the builders of the estate. He Mr Humphreys had apparently put the land up for sale to local people. Mr Hammond was offered it and decided to buy it. He believed Mr Humphreys may have owned it for about 10 years before he, Mr Hammond, bought it.
- 9.6. Basildon District Council have not mowed the grass on the land since Mr Hammond bought it. However Mr Humphreys had told him that the Council had mown the land during the period that he, Mr Humphreys, owned it.
- 9.7. Mr Hammond had never thought of the land as a town or village green. He bought it as a building plot, and then eventually sold it on.
- 9.8. *In cross-examination* Mr Hammond said that he had never tried to restrict residents from using the Green. He would not stop a child playing there, indeed he would not stop other people from going onto the land. Mr Hammond said he had no photographic evidence of cars having been parked on the Green, nor indeed of people damaging trees. Nevertheless it was true that every time he went onto the

- land to cut the grass he always had to pick up litter that was on there. He had even had to pick up a dirty nappy that was on the land on one occasion.
- 9.9. When Mr Hammond decided to sell the land, the auctioneer's first idea was that it should be suggested to the local residents that they should buy it. He personally never approached other local residents, because usually one gets an agent to do this rather than deal privately. The auctioneers put out a letter to everybody locally, trying to get the local residents interested. In fact the auctioneers tried very hard to get an offer out of the local residents. He, Mr Hammond, was not told that the local residents had ever made any offer. If there was such an offer, it could be that it was well below what the auctioneers knew he, Mr Hammond, would accept, and the auctioneers would not have bothered telling Mr Hammond in those circumstances. He, Mr Hammond, did not want to deal directly with anyone.
- 9.10. In terms of the merits of the application, Mr Hammond is basically 'on the fence', as he put it; it does not really matter to him what happens to the land. However he does not see why it should be a town or village green.
- 9.11. When Mr Hammond had the land, he had not wanted to develop it, and he could not see why Mr Pritchett would want to develop it in the near future.
- 9.12. He, Mr Hammond, had also offered the land to the local Parish Council through the auctioneers. As far as he was concerned, whoever owns the land has the right to say what it is used for. He believed the land would have been offered to Basildon District Council as well.
- 9.13. Mr Humphreys in fact used to be the owner of the house which Mr Hammond now lives, in but it was later on, after Mr Hammond had bought the house, that Mr Humphreys had offered to sell him the freehold of the current application site, and a number of other plots in the neighbourhood. He was not offered that other land at the time of his purchase of his house in 2002.
- 9.14. *To me* Mr Hammond said that during the period he owned the land, as far as he was aware, no Jubilee or party events took place on it. Things like that had only taken place there since he sold the land.
- 9.15. He had bought four pieces of land from Mr Humphreys, and before that Mr Humphreys had bought them from the builders. He did not believe that he, Mr Hammond, was the only person who Mr Humphreys had offered those plots to at the time of Mr Hammond's purchase.
- 9.16. One of the other plots Mr Hammond bought was what had been an intended playground area in the south-west corner of the estate. Mr Hammond understood that planning permission to develop that site had been obtained by the new owner, after it had been bought from Mr Hammond at auction.
- 9.17. When Mr Hammond bought the plots of land, they were sold to him as building land. Indeed that was what it said on the Land Registry Deeds for all four plots, said Mr Hammond. Similarly when he had sold his plots of land via the

auctioneers he sold it as building land, in the same way as when the land was sold to him.

10. SUBMISSIONS FOR THE OBJECTOR

10.1. In opening Mr Pritchett said that he is objecting to the application to register his land as a Town or Village Green, because turning it into a village green will be of no use to anyone, and the application is unfair and unreasonable. He is the owner of the land, and he feels that there have not been a significant number of inhabitants of the locality indulging as of right in lawful sports and pastimes on the land for a period of 20 years.

10.2. There is not any evidence of use of this land as a village green for 20 years. There is ample green space in the locality very close to Wethersfield Way. Of the 12 times he has visited the land he has not seen anybody on it. He had not made any planning applications in respect of the land, and was fully aware that local inhabitants would like his land turned into a village green. Nevertheless he does not feel that local residents have anything to be concerned about. He has offered to sell the land to the residents at a vastly reduced rate, which would enable them to do as they choose on the land.

10.3. In closing Mr Pritchett said that he was objecting to the application for village green status on the land because:

- the Applicant has not provided proof that a significant number of the inhabitants of the neighbourhood had indulged as of right in lawful sports and pastimes on the land for the past 20 years;
- any evidence, including photographic, has been recent, mostly since the application;
- there appeared to be an unusually large number of claimed events after the application had gone in;
- the Green has been used for non-permitted or irrelevant reasons such as car parking;
- there is ample green space in the locality, including a well used and large park very close to Wethersfield Way;
- Mr Pritchett believes that a large number of the residents have not had clear understanding, or have been confused, about the village green application, and are concerned more about any building or planning on the area, which is not relevant;
- the residents have had the opportunity to purchase the land at earlier stages and did not do so;
- the residents have not sought permission from the landowners (even after any confusion regarding council ownership was cleared up) for use, thus proving that they have not indulged as of right;
- again Mr Pritchett repeated his offer to sell the land at a vastly reduced rate to enable the Applicant and residents to do as they please with the land.

11. DISCUSSION AND RECOMMENDATION

- 11.1. The Application in this case was made under **Subsection (2)** of **Section 15** of the **Commons Act 2006**. That 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.*"

The statutory declaration by Mrs Marriott in support of the application bears the date 12th April 2011, but I understand from my instructions from the Registration Authority that it was received by the County Council during the month of May 2011. The application form as I have it does not bear a stamp showing its date of receipt.

- 11.2. The date on which the application is made is important because it is the "*time of the application*" from which the "*period of at least 20 years*" has to be measured backwards for the purposes of **subsection 15(2)**. The application in this case was clearly made not later than 31st May 2011, and was prepared for submission not earlier than 12th April 2011. In these circumstances the relevant period of 20 years could in theory be displaced by just over a month and a half in one direction or another. I have decided therefore to have regard to a notional period of at least 20 years which might have begun any time between the start of April 1991 and the end of May of that year. Clearly if there were any question of the claimed use for lawful sports and pastimes having started for the first time during those two months in 1991, this uncertainty about the precise dates would present a serious evidential problem. Conversely if, on the evidence, it would not make any difference to the conclusion whether the relevant 20 year period had commenced on 1st April 1991 or 31st May 1991, or on any date in between, there is no reason for the Registration Authority (or myself) to be concerned over the very precise date which should be taken as the 'time of the application'.

The Facts

- 11.3. In this case the dispute over questions of fact was not particularly extensive. The Objector Mr Pritchett did not himself choose to give any oral evidence, for the entirely understandable reason that he himself did not begin to have any personal involvement with the land in question until the first half of 2011, i.e. almost at the time when the application before me was itself made.
- 11.4. There was an element of disputed fact between the evidence given by Mr Hammond, the previous owner of the application site between 2007 and early 2011, and that given to me by local residents in support of the application; and Mr Pritchett in his representations quite reasonably took the line that it must be carefully questioned whether the evidence produced or called by the Applicant really did meet the statutory criteria or tests prescribed by the wording of **subsection 15(2)**.

- 11.5. To the extent that there were material differences, or questions over points of fact, the legal position is quite clear that these must be resolved by myself and the Registration Authority on the balance of probabilities from the totality of the evidence available – and bearing in mind the point, canvassed at the inquiry itself, that more weight will generally be accorded to evidence given in person by witnesses who have been subjected to cross-examination, and questioning by me, than would necessarily be the case for written statements, questionnaires and the like, which have not been subjected to any such opportunity of challenge.
- 11.6. I would say at this point that I do not think that the nature of the evidence given to me necessitates my setting out in my Report at this point a series of ‘Findings of Fact’. Rather, what I propose to do, before setting out my overall conclusions, is to consider individually the various particular aspects of the statutory test under **Section 15(2)** of the **2006 Act**, and to assess how my conclusions (on the balance of probabilities) on the facts of this case relate to those aspects. It should not however be assumed that any facts I mention under one heading are only relevant to that heading. I have taken into account the totality of the underlying facts in reaching my conclusion under all the headings, and (of course) in reaching my overall conclusion as well.

“Locality” or “Neighbourhood within a locality”

- 11.7. I have already, much earlier in this Report (in Section 2), noted the point that the application form in this case showed that the Applicant had had (unsurprisingly) a less than clear appreciation of what the law envisages by the terms *“locality”* and *“neighbourhood within a locality”*. However, following discussion at the inquiry, and with no objection from the Objector, the Applicant clarified that the relevant *“neighbourhood”* should be taken as being the area of the housing estate comprising Wethersfield Way, Stapleford End and Boreham Close, which was in fact identified on the plan Appendix 3 accompanying the application. I note also that the Objector Mr Pritchett addressed his closing submissions (in this respect) to the concept of the ‘neighbourhood’, and it was perfectly clear at the inquiry that he understood which area was meant when that term was used.
- 11.8. In my judgment the area thus identified is of a cohesive and distinct character, and wholly appropriate to be regarded as a ‘neighbourhood’ in this context. It was also the area from which the evidence of use of the land of the application site overwhelmingly came.
- 11.9. As far as ‘locality’ is concerned, I noted earlier that the neighbourhood just discussed lies currently within the undoubted ‘locality’ of Shotgate Civil Parish. However since that Civil Parish did not exist during the bulk of the relevant 20 year period, it seems to me safer and more appropriate to regard the relevant locality, within which the ‘neighbourhood’ lies, as having been the Borough (formerly District) of Basildon, which undoubtedly was in existence over the whole period.

“A significant number of the inhabitants”

- 11.10. I note that (although he gave no oral evidence) one of the written statements of the Objector said that he had visited the land 12 times and not seen anybody on it. That representation was written in August 2012, and it seemed clear from the circumstances that many of these visits would have been outside (i.e. later than) any relevant period of 20 years. Further, because he gave no oral evidence, there was no opportunity for Mr Pritchett to be questioned as to the times or days of the week on which any of those visits which were within the relevant 20 year period would have been made.
- 11.11. The one oral witness called for the Objector (Mr Hammond) did acknowledge that children used to play regularly on the land, and that (during his 4 year ownership) he did nothing to stop them. He also said that he would not stop other local people from using the land. He did not however believe that any ‘Jubilee’ or other party events had taken place on the land during his period of ownership.
- 11.12. It appeared to be generally acknowledged that Mr Hammond had mowed the grass on the land with reasonable regularity during his 4 year ownership period, during the relevant part of the year. However, given the fact of where Mr Hammond lives, and that his natural route(s) to and from his house would not regularly take him past the claimed ‘Green’ (which is in a cul-de-sac), it was not clear to what extent his evidence was able to cover use of the land at all other times during the relevant 20 years.
- 11.13. In any event there was plentiful, and credible, evidence from many witnesses that considerable numbers of local people, from the ‘neighbourhood’, both children and adults, had used the land with regularity during the period covered by those witnesses. It is my understanding that the word ‘significant’ [in “*significant number*”] implies that there must have been a number sufficient to show to a reasonable observer that people from the neighbourhood more generally were using the land, rather than perhaps just a few acts of sporadic trespass by individuals. In my judgment on the balance of probabilities, the evidence amply justified the conclusion that a significant number of local people, from the neighbourhood, have regularly used this land.

“Lawful sports and pastimes”

- 11.14. There can in my judgment be no doubt that the activities indulged in by local people on the application site, whether they be games played by children, or children with adults, parties or much more informal ‘chats’ between residents, are all capable of constituting ‘lawful sports and pastimes’. This is not a large piece of land, and the level and type of activity claimed do appear to be consistent with, and credible in relation to, its size and location.
- 11.15. I note that Mr Hammond said that during his period of ownership (and maintenance) he sometimes found items of rubbish on the land (even once a baby’s nappy). I also could not fail to notice the surprised and indignant reaction of some residents to that observation, and the suggestion that any such items had probably been dropped by the refuse collectors. Whatever might be the truth of that

suggestion (and it does have some inherent credibility in the circumstances of this location), nothing that Mr Hammond said caused me to doubt my overall conclusion that ‘lawful sports and pastimes’ have been indulged in regularly on this land by the local people.

- 11.16. I include within that general observation Mr Hammond’s mention that he had sometimes seen cars parked on the grass of the claimed green. I have little doubt on the evidence that this has sometimes happened, but not to an extent significant enough to constitute a material interruption to the continuing regular use of the land for ‘lawful sports and pastimes’.

“As of right”

- 11.17. This expression is usually understood to mean without force, without secrecy and without permission. It also seems from the case law that use of land by people who actually have some formal **right** to be there (e.g. the public having a right to be on land held as ‘public open space’, so that their use is ‘by right’) may be excluded from the meaning of “*as of right*”.

- 11.18. From the evidence, including the documentary material that I was shown, it seems clear that from the time of the original planning of the estate around Wethersfield Way in the mid-1980s, it was always intended that the application site should be a landscaped and probably grassed amenity area for the benefit of the new estate – both as a visual amenity and (presumably) somewhere where things like ‘lawful sports and pastimes’ could take place. In other words it was always intended that this small area should be laid out as something looking like a conventional ‘village green’ for the new estate.

- 11.19. The understanding which I have obtained from the evidence is that it was originally envisaged that this piece of land would eventually end up under the ownership and management of Basildon Council, as something akin to a ‘public open space’. Indeed it is a matter of some irony that the land of the claimed ‘green’ was mown and maintained for a considerable number of years by that council, apparently as a result of some kind of misunderstanding or mistake.

- 11.20. Nevertheless, whatever may have been the original intentions or plans, the land never did fall into the ownership or control of the (then) District Council. The ownership passed from the original developers of the estate to a Mr Humphreys, then from him to Mr Hammond in 2007, and latterly to the Objector Mr Pritchett. The land has therefore never been used by the local residents ‘by right’, as it would have been had the land ever become ‘public open space’, or something similar.

- 11.21. As far as use of the land by local people is concerned, it has clearly never been ‘by force’ – the land has always been open and unfenced, and there have never been signs prohibiting use. [The mysterious signs, attributed (whether rightly or wrongly) to Basildon District or Borough Council, purporting to discourage ball games, do not affect this conclusion]. On the evidence, I do not believe there is any basis for thinking that use by local people was ‘with secrecy’ – which implies people sneaking into land in the dark, or matters of that kind. My conclusion is that local people have always used this land in a perfectly open manner.

11.22. As for “*without permission*”, it is quite clear to me from the evidence that local people from the neighbourhood have never asked anyone’s permission to use this land. Indeed I cannot fail to observe that it was one of the specific points made by the Objector himself in his closing submissions that the residents had never sought permission from the landowners.

11.23. In the circumstances therefore it is my clear conclusion from the evidence that the use of the claimed green by local people has been “*as of right*” in the sense required by the statute.

***“On the land ... for a period of at least 20 years”
“continue to do so at the time of the application”***

11.24. There can be no doubt on the evidence, and it was not in serious dispute, that such use of the application site as has been made by local people still continued throughout the whole of April and May 2011 and beyond, so that the use certainly (I conclude) still continued at the time of the application.

11.25. I believe there is probably some truth in the Objector’s suggestion that the level of use of the application site by local people has increased in recent times, from about the time the ‘village green’ application was being made or prepared, right through to the present. He also made the fair observation that a significant proportion of the large number of photographs of ‘activities’ on the claimed green were recent, including many taken after the application was submitted.

11.26. However it was also clear from the explanation given of them that many of the other photographs were from earlier years, well before a ‘village green’ application was in contemplation. Mrs Grisley’s discovery of photographic confirmation of a ‘Party on the Green’ having been advertised among local people in July 2003 is a particularly convincing item of evidence in this respect.

11.27. However this question does not fall to be determined on the availability (or not) of dated photographs, and in any event convincing photographs from 2003 do not in themselves take the matter back anywhere near the 20 year period concerned.

11.28. The relevant evidence therefore has mostly to be found in the sworn testimony of local people in relation to the use by local people of the claimed green during their period of residence in the neighbourhood. It is true, as the Objector, and indeed the Applicant herself, observed, that a very significant proportion of the witnesses had not in fact been living locally for the whole relevant 20 year period, so that their evidence inevitably related only to part of that period.

11.29. However some of the witnesses had been in their homes since before whatever date in April/May 1991 constituted the start of the relevant 20 year period, and their evidence was entirely convincing that use of the land by local people for sports and pastimes took place back then, from when they first moved to their houses, and has continued since. Indeed this evidence was not seriously challenged by or on behalf of the Objector. It was also fortified by a small number of other written statements

from people who were not able to come and give evidence orally, about use in the earlier years of the estate.

- 11.30. I note also the interesting photograph produced by Mrs Grisley, taken on her moving in to her house on 30th April 1993, showing the 'Green' in more or less the same state as it is in now, apart from the small trees obviously then being very much smaller. This photograph clearly does not take matters back to 1991, and nor does it show any activity occurring on the application site. What it does show however is the 'Green' in an open, accessible state, surrounded by houses, and entirely suitable for 'lawful sports and pastimes'.
- 11.31. Taken together with all the other evidence, what does appear to be indicated is that for the entire period of the existence of this estate, the claimed 'Green' has in fact been available as an open, grassy area which physically could clearly be used for lawful sports and pastimes, consistent with the modest size of the area of land concerned. The evidence from actual witnesses was convincing that the land has in fact been so used over the whole period. Nothing about this is surprising, given that the land concerned was plainly laid out in the first place as an amenity area potentially available for just such use. On the contrary, it would have been rather surprising if this land, in that situation, had not been so used.
- 11.32. Therefore it is my clear conclusion, on the balance of probabilities, that the Applicant's evidence has shown that the use of the claimed Green by local people (in significant numbers) was begun substantially before either April or May 1991, and has continued ever since.

Conclusion and Recommendation

- 11.33. In the light of all that I have set out under the previous sub-headings in this section of my Report, my conclusion is that the evidence I have received, together with the submissions and arguments made by the Applicant, have met the statutory criteria set out in *Section 15(2)* of the *Commons Act 2006*, in respect of use of the application site for lawful sports and pastimes, over at least the requisite period, by a significant number of the inhabitants of the neighbourhood represented by what is shown on Plan Appendix 3 attached to the Applicant's application.
- 11.34. Accordingly my conclusion and recommendation to the County Council as Registration Authority is that the application site in this case *should* be added to the statutory register of Town and Village Greens under *Section 15* of the *Commons Act 2006*.

ALUN ALESBURY
26th October 2012

● ● ● Cornerstone Barristers
● ● ● 2-3 Gray's Inn Square
● ● ● London
● ● ● WC1R 5JH

APPENDIX I – APPEARANCES AT THE INQUIRY

FOR THE APPLICANT

The Applicant in person (Mrs Tristan Marriott)

She gave evidence herself, and called:-

Mr David Harrison, of 49 Alicia Avenue, Shotgate, Wickford
Mrs Lindsey Mackay, of 21 Wethersfield Way, Wickford
Mrs Tolu Kalejaiye, of 25 Wethersfield Way, Wickford
Mrs Jane Morris, of 23 Wethersfield Way, Wickford
Mrs Michelle Perham, of 27 Wethersfield Way, Wickford
Mrs Sharon Scofield, of 19 Wethersfield Way, Wickford
Mr Mick Day, of 16 Wethersfield Way, Wickford
Mrs Sara Teixeira, of 31 Wethersfield Way, Wickford
Mrs Lucy Garrod, of 14 Wethersfield Way, Wickford
Mr David Marriott, of 29 Wethersfield Way, Wickford
Mrs Geraldine Grisley, of 33 Wethersfield Way, Wickford
Mr Ben Lovejoy, of 30 Wethersfield Way, Wickford
Mr Tony Forster, of 15 Wethersfield Way, Wickford

FOR OBJECTOR

The Objector in person (Mr Michael Pritchett)

He called:-

Mr Trevor Hammond, of 7 Wethersfield Way, Wickford

APPENDIX II

LIST OF NEW DOCUMENTS PRODUCED TO THE INQUIRY

NB. This (intentionally brief) list does not include the original application and supporting documentation, the original objections, or any material submitted by the parties prior to the issue of Directions for the Inquiry. It also excludes the material contained in the prepared Bundles of Documents produced for the purposes of the Inquiry on behalf of the Applicant and Objector.

By the Applicant:

‘Shotgate Parish Plan’ document, including map (Mr Harrison)

Two large collections of generally undated photographs

Mrs Grisley’s photograph of the ‘Green’, 30th April 1993

Photographs of Party announcement 2003 (Mrs Grisley)

Letter/Statement from Ms Sarah Grisley

Letters from Mrs Eileen Curry and Mr & Mrs Spires

List of current residents who have lived on Wethersfield development for the 20 year period, who have provided either Witness Statements or Supporting Letters

Abbey Homes Sales Brochure Extract for “*Berkeley Gardens*” (now Wethersfield Way Estate)

Letter from Keith and Denise Woods

Written Closing Statement

By the Objector:

Written Closing Statement

APPENDIX 2

