

In the matter of

An application under s15 Commons Act 2006

Re

Memorial Playing Field, Steyning.

1. I, Peter Comber of Byways, Mill Road, Steyning, West Sussex, BN44 3LN make this statement in support of my application to register additional parts of the Memorial Playing Field, Steyning (MPF) as a town or village green under the Commons Act 2006.
2. I have lived in Steyning since 1975. My wife and I have lived at and owned Byways since 1985. I consider myself an inhabitant of Steyning, and have lived at other Steyning addresses since 1975.
I am Chair of "The Friends of Memorial Playing Field".
3. I have completed the application form with its supporting map and confirm that its contents are true. The terminology in this statement adopts that of the application form.
4. When we bought Byways the parcel of land shown as "Area 2 - Rublees Field" on the map had already been incorporated into the MPF. This area was indistinguishable from the rest of the MPF having no fencing, gates or notices to demark any separation between the two areas. I knew nothing of the history of acquisition and simply considered and treated the MPF as a single entity.
5. I think it was in 1988 that an additional parcel of land which is shown on the map as "Area 3 - Nursery" was incorporated into the MPF. The existing structures were demolished, the fences taken down and it was grassed over. Within a short time the area became indistinguishable from the rest of the MPF as it, too, had no fencing, gates or notices to demark any separation between the two areas. I continued to consider and treat the expanded MPF as a single entity.
6. From the outset and continuing to the present day my family and I have used the whole of the MPF for lawful sports and pastimes without at the time making any distinction between the different parcels. Giving specific consideration now to our use of the two parcels "Area 2 - Rublees Field" and "Area 3 - Nursery", I can say that our usage has been as follows:-.

Area 2- Rublees Field

Walking, running, using the play equipment, sitting and chatting, observing wildlife.
Dog walking, Reading, Relaxing, Picnicking

Area 3 – Nursery

Walking, running, Dog walking, observing wildlife, Reading, Relaxing, Picnicking

7. We have never sought nor been given any permission to carry out the activities referred to. We have done so as if of right.
8. I can say that it appears perfectly plain that everyone coming to the MPF treats it as a single entity. Not everyone uses all three areas of the MPF on the same visit but the absence of any demarcation and, for example, the way in which the formal play equipment provided by the Parish Council is located both on the original village green parcel and on the Rublees Field parcel means that users of the MPF pursue their sports and other pastimes on the various parcels without making any distinction between the parcels.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true

Signed.....



Peter COMBER

Dated. September 2012

In the matter of

An application under s15 Commons Act 2006

Re

Memorial Playing Field, Steyning.

1. I, Susan E. Acton of Moonraker, Newham Lane, Steyning, BN44 3LR make this statement in support of the application to register additional parts of the Memorial Playing Field, Steyning (MPF) as a town or village green under the Commons Act 2006.
2. I have owned and lived at Moonraker, Newham Lane, Steyning, and BN44 3LR since 1970. Prior to that I lived at various other addresses in Steyning. I have lived in Steyning all my life and so consider myself an inhabitant. I am a member of "The Friends of the Memorial Playing Field".
3. I have seen the application form with its supporting map. The terminology in this statement adopts that of the application form.
4. It was my late father, Lewis Wood, who on 30th March 1979 sold to the Parish Council the parcel of land shown on the map as "Area 2 - Rublees Field". I know from what he told me that my father sold this land to the Parish Council on the understanding that it was to be incorporated into the MPF, as indeed occurred. Shortly after the sale the fencing and some structures were taken down, additional drainage was provided and the area was grassed over. This area quickly became indistinguishable from the rest of the MPF having no fencing, gates or notices to demark any separation between the two areas. I considered and treated the expanded MPF as a single entity.
5. I think it was in 1988 that an additional parcel of land which is shown on the map as "Area 3 - Nursery" was incorporated into the MPF. Some years previously this had also been owned by my grandfather & father and used as his commercial nursery. The existing structures were demolished, the fences taken down and it was grassed over. Within a short time this area too became indistinguishable from the rest of the MPF as it also had no fencing, gates or notices to demark any separation between the two areas. I considered and treated the further expanded MPF as a single entity.
6. From the outset, and continuing to the present day, my family and I have used the whole of the MPF for lawful sports and pastimes without at the time making any distinction between the different parcels. Giving specific consideration now to our use of the two parcels "Area 2 - Rublees Field" and "Area 3 - Nursery", I can say that our usage has been as follows:-.

Area 2- Rublees Field

Walking, running, using the play equipment, sitting and chatting, observing wildlife. strolling, sun-bathing, ball games, reading, relaxing, picnicking,

Area 3 - Nursery

Walking, running. playing ball games, Strolling, Sun-bathing, ball games, reading, relaxing,

7. I have never sought nor been given any permission to carry out the activities referred to. I have done so as if of right.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true

Signed.....Susan E. Acton.....

Susan E. Acton

Dated. September 2012

In the matter of

An application under s15 Commons Act 2006

Re

Memorial Playing Field, Steyning.

1. I, Paul Scott CAMPBELL of 5 Charlton Street, Steyning, West Sussex BN44 3LE make this statement in support of the application to register additional parts of the Memorial Playing Field, Steyning (MPF) as a town or village green under the Commons Act 2006.
2. My wife and I have owned and lived at 5 Charlton Street since 1987. We have also owned a house in Twickenham throughout this period. Our residence at number 5 has fluctuated over the years; usually it has been used as a retreat for us and our children at weekends and during holiday periods but it became my main residence for about a year and was also let out full time for two years. I consider myself an inhabitant of Steyning. I am a member of "The Friends of the Memorial Playing Field".
3. I have read the application form with its supporting map. The terminology in this statement adopts that of the application form.
4. The back garden of 5 Charlton Street abuts the MPF and there is a gate at the bottom, shared with my neighbour at number 6, leading directly onto the Eastern edge of the MPF (the existing Village Green VG65). I have a direct view out over the MPF.
5. When we bought number 5 in 1987 the parcel of land shown as "Area 2 - Rublees Field" on the map had already been incorporated into the MPF. This area was indistinguishable from the rest of the MPF having no fencing, gates or notices to demark any separation between the two areas. I knew nothing of the history of acquisition and simply considered and treated the MPF as a single entity.
6. Not long after we bought number 5, I think it was in 1988, an additional parcel of land which is shown on the map as "Area 3 - Nursery" was incorporated into the MPF. The existing structures were demolished, the fences taken down and it was grassed over. Within a short time the area became indistinguishable from the rest of the MPF as it, too, had no fencing, gates or notices to demark any separation between the two areas. I continued to consider and treat the expanded MPF as a single entity.

7. From the outset and continuing to the present day my family and I (and our tenant's family when it was let, although we continued to visit the Town and the MPF during that time) have used the whole of the MPF for lawful sports and pastimes without at the time making any distinction between the different parcels. Giving specific consideration now to our use of the two parcels "Area 2 - Rublees Field" and "Area 3 - Nursery", I can say that our usage has been as follows:-

Area 2- Rublees Field

Walking, running, dog-walking, sunbathing, using the play equipment, sitting and chatting, picnicking, football, frisbee, bat and ball, observing wildlife, sky lantern launches, rocket launches, kite flying, stargazing.

Area 3 - Nursery

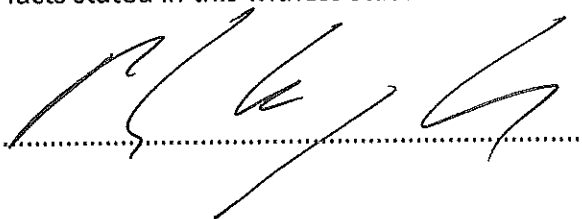
Walking, running, dog-walking and probably ball games (I am not sure about the latter because of the lack of any demarcation of the area)

8. We have never sought nor been given any permission to carry out the activities referred to. We have done so as if of right.
9. Because we overlook the MPF I can say that it appears perfectly plain that everyone coming to the MPF treats it as a single entity. Not everyone uses all three areas of the MPF on the same visit but the absence of any demarcation and, for example, the way in which the formal play equipment provided by the Parish Council is located both on the original village green parcel and on the Rublees Field parcel means that users of the MPF pursue their sports and other pastimes on the various parcels without making any distinction between the parcels.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true

Signed.....



Paul Scott CAMPBELL

Dated

September 2012

In the matter of an application under s15 Commons Act 2006

Re Memorial Playing Field, Steyning.

1. I, Gary Sullivan of Toad Lodge, 19 Newham Lane. Steyning, BN44 3LR make this statement in support of the application to register additional parts of the Memorial Playing Field, Steyning (MPF) as a town or village green under the Commons Act 2006.
2. I have seen the map supporting the application. The terminology in this statement adopts that of the map.
3. Toad Lodge which backs onto the MPF and has a gate directly onto it has been in the continual ownership of my family since 1966 when I moved into the family home as a ten year old boy. I am now a grandfather of four, and from boy to man I have visited the Memorial Playing Field, and when "Area - 2 Rublees Field" and the "Area 3 - Nursery Area" were each incorporated into the field, I continued to use the field as one whole piece of land.
4. Giving specific consideration now to our use of the two parcels "Area 2 - Rublees Field" and "Area 3 - Nursery", I can say that our usage has been as follows in both areas:- walking, exercising dogs, football, kite flying, frisbee, bird watching, picnics, star gazing, etc.
5. Neither I nor my wife nor my children nor grandchildren have ever sought or been given any permission to carry out the activities referred to. We have done so as if of right.
6. Because we overlook the MPF I can say that it appears perfectly plain that everyone coming to the MPF treats it as a single entity. Not everyone uses all three areas of the MPF on the same visit but the absence of any demarcation means that users of the MPF pursue their sports and other pastimes on the various parcels without making any distinction between the parcels.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true

Signed.....

Gary Sullivan

Dated 11th September 2012

In the matter of

An application under s15 Commons Act 2006

Re

Memorial Playing Field, Steyning.

1. I, Rodney Frederick Goldsmith of 8 Newham Close Steyning BN44 3ND make this statement in support of the application to register additional parts of the Memorial Playing Field, Steyning (MPF) as a town or village green under the Commons Act 2006.
2. My family moved to Mill Road Steyning in 1964. Since then I have lived in Newham Lane, Penlands Way, Charlton Street, all in Steyning and I have lived at my current address at 8 Newham Close for the past 12 years so I consider myself an inhabitant. I am a member of "The Friends of the Memorial Playing Field".
3. I have seen the application form with its supporting map. The terminology in this statement adopts that of the application form.
4. It was around 1979 when the Parish Council purchased the parcel of land shown on the map as " Area 2 - Rublees Field" on the understanding that it was to be incorporated into the MPF. Shortly after the purchase some structures and fences were taken down. Additional drainage was provided and the area was grassed over. After a short time this area quickly became part of the MPF having no fencing, gates or notices to demark any separation between the two areas. I considered and treated the expanded MPF as a single entity.
5. It was around 1988 that an additional parcel of land which is shown on the map as "Area 3 - Nursery" was purchased by the Parish Council and incorporated into the MPF. Previously this had been used as his commercial nursery. The existing structures were demolished, the fences taken down and it was grassed over. Within a short time this area too became indistinguishable from the rest of the MPF as it also had no fencing, gates or notices to demark any separation between the two areas. I considered and treated the further expanded MPF as a single entity.
6. From the outset, and continuing to the present day I have used the whole of the MPF for lawful sports and pastimes without at the time making any distinction between the different parcels. Giving specific consideration now to our use of the two parcels "Area 2 - Rublees Field" and "Area 3 - Nursery", I can say that our usage has been as follows:-.

Area 2- Rublees Field:

Walking, sitting and chatting, observing wildlife, Chilling out and dog walking.

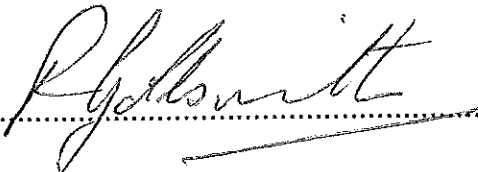
Area 3 - Nursery

Sitting, chilling out, dog walking, observing wildlife and walking.

7. I have never sought nor been given any permission to carry out the activities referred to. I have done so as if of right.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true

Signed.....

Rodney Goldsmith

Dated. September 2012

By a Transfer dated 6 January 1994 made between Steyning Parish Council (1) and Seaboard PLC (2) part of the land comprised in the within written Conveyance was transferred to Seaboard plc for use as an electricity substation together with an easement to lay an underground electric line over adjoining land as shown on the plan attached to the Transfer

504

DATED 30th March 1979

L. S. WOOD, ESQ.

-to-

THE PARISH COUNCIL OF STEYNING

(1)

CONVEYANCE

-of-

Land in Newham Lane, Steyning, Sussex

44/11/12

DONNE MILEHAM & HADDOCK
STEYNING, SUSSEX

R.D.
stamp

Ref 1.
Done 11th Jan 1979 (Hardwick Steyning)

INLAND REVENUE
23 MAY 1979
1931

THIS CONVEYANCE is made the Thirtieth day of March 1979
One thousand nine hundred and seventynine B E T W E E N LEWIS STOCKFORD WOOD of
Woodford Castle Way Steyning Sussex Retired Motor Engineer (hereinafter called
"The Vendor") of the one part and THE PARISH COUNCIL OF STEYNING in the County
of Sussex (hereinafter called "the Council") of the other

W H E R E A S :-

(1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession free from encumbrances

(2) The Council require the said property for the purposes of their functions under the Local Government Act 1972 and have agreed with the Vendor for the sale of the said property to them at the price of THIRTEEN THOUSAND TWO HUNDRED AND FIFTY POUNDS

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN consideration of the sum of Thirteen thousand two hundred and fifty pounds paid out by the Council to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Council ALL THAT piece of land on the north side of Newham Lane Steyning aforesaid as the same is for the purpose of identification only and not by way of limitation or enlargement delineated on the plan annexed hereto and thereon edged red TOGETHER with the right of way for all purposes for the Council and all purposes authorised by it to pass and repossess along the strip of land hatched black on the said plan and to make up a roadway on such piece of land according to the specification previously approved by a Mr. John Goring TOGETHER with the benefit of an Agreement dated the Twentieth day of May One thousand nine hundred and forty and made between John Goring of the one part Frederick William Berwick of the other with power at the cost and in all respect and sole risk of the Council and the persons deriving title under them to sue upon and enforce the said agreement TO HOLD unto the Council in fee simple

2. THERE is excepted and reserved in fee simple to the Vendor and his successors in title the owners and occupiers for the time being of all or any part of the Vendor's adjoining land hatched pink on the said plan and his or their respective servants and licensees a right of way on foot only from time to time and at all times after the date hereof by day or by night and for all purposes connected with the use or enjoyment of the said adjoining land and any dwellinghouses to be erected thereon as private residences but not for any other purpose whatsoever from and to the public highway called Newham Lane over and across the land coloured yellow on the said plan

3. THE Vendor hereby covenants with the Council when so required by the Council

(a) to remove the bank on the east side of the boundary marked A - B on the plan (Provided that any necessary planning permission has been obtained)

(b) to remove the existing water meter from the said land coloured yellow and replace it in a position specified by the Council

(c) to erect and forever after maintain a good and substantial close boarded fence with appropriate gates along the whole of the boundary marked

A. B. C. D. and E. on the said plan the gates to be in an appropriate

position to enable the Vendor to exercise the right of way hereinbefore excepted and reserved to him

4. FOR the benefit and protection of the said adjoining land of the Vendor hatched pink on the said plan (hereinafter called "the retained property") or any part or parts thereof and so as to bind the portion of the property hereby conveyed lying to the south of a line between the points G and F on the said plan and to the west of the line marked D - F on the said plan into whosoever hands the same may come the Council hereby covenants with the Vendor that the Council and the persons deriving title under it will not erect or permit to be erected any building of any nature whatsoever on such land but so that neither the Council nor those deriving title under it shall be liable for a breach of this covenant occurring on or in respect of such portion of the property hereby conveyed or any part or parts thereof after it or they shall have parted with all interest therein

5. THE Vendor hereby acknowledges the right of the Council to the production of a Conveyance dated the Twentieth day of August One thousand nine hundred and sixtynine and made between the Vendor and William Frank Dewdney of the one part and the Vendor of the other a Deed of Family Arrangement dated the Thirtyfirst day of January One thousand nine hundred and sixtynine and made between Lewis Stockford Wood of the first part Kathleen Ellen Wood of the second part Susan Elizabeth Acton of the third part and Lewis Stockford Wood and William Frank Dewdney of the third part and a Confirmatory Conveyance dated the *Twentythird* day of *March* One thousand nine hundred and *seventynine* and made between Lewis Stockford Wood and Gilbert Samuel Crowther of the one part and Lewis Stockford Wood of the other (the possession of which is retained by the Vendor) and to delivery of copies thereof and hereby undertakes with the Council for the safe custody of the said documents

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Fifteen thousand pounds

IN WITNESS whereof the Vendor has hereunto set his hand and seal and *Payne* and *Tom Mackenzie Campbell* two members of the Council have on behalf of the Council set their hands and seals the day and year first before written

SIGNED SEALED and DELIVERED by the
said LEWIS STOCKFORD WOOD in the
presence of :-

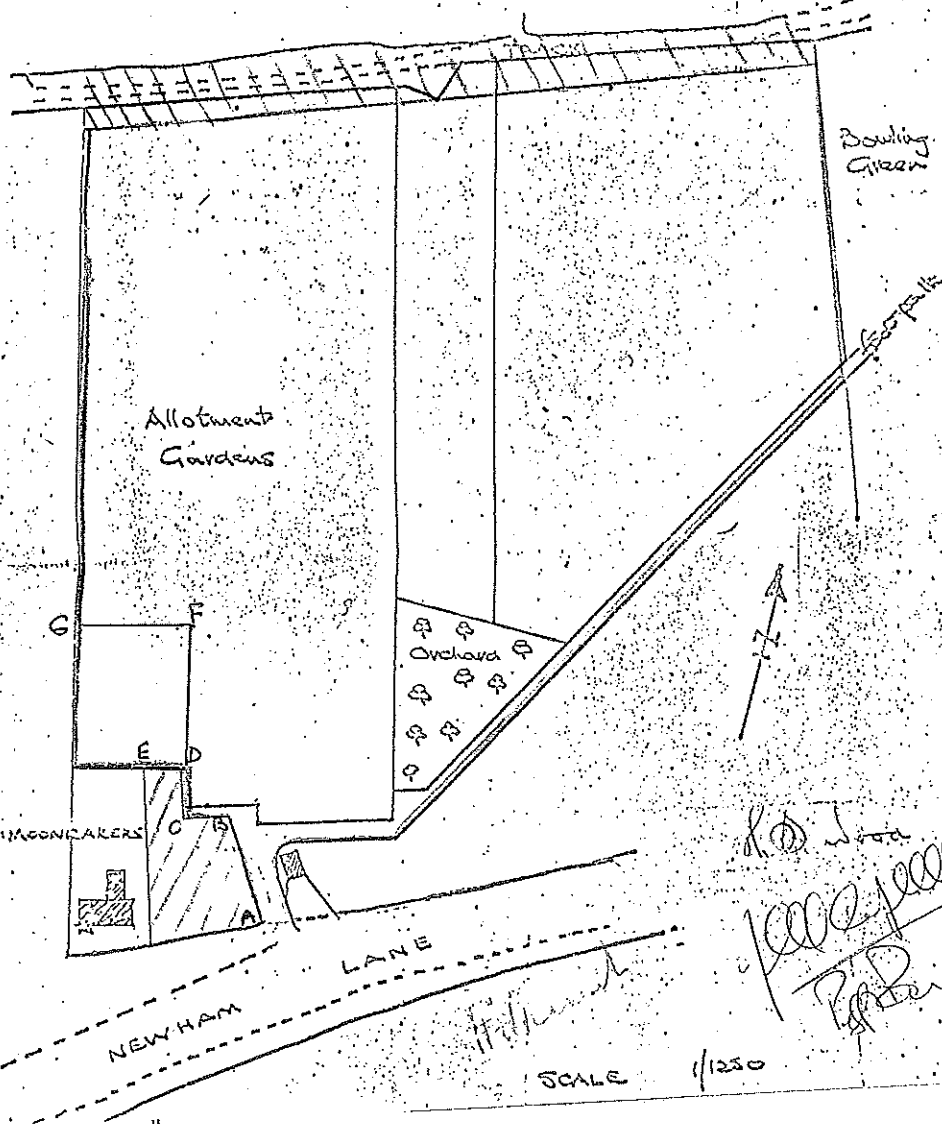
Charles W. Nash
Solicitor
Seignior

R. D. S. Wood

SIGNED, SEALED and DELIVERED by
P. J. Payne in
the presence of :-

P. J. Payne

W. V. Newell
S. J. Payne



In the matter of an application
under 515 Commons Act 2006

Re: Memorial Playing Field, Stuyning

1. I, Jan Whittle of 20A Hawthorn Lane, Stuyning, BH44 3LR make this statement in support of the application to register additional parts of the Memorial Playing Field (MPF) Stuyning as a town or village green under the Commons Act 2006.
2. I have seen the map supporting the application. The terminology in this statement adopts that of the map.
3. My property, which backs onto the MPF and has a gate directly on to it, was bought by my husband (now deceased) and I in 1978. Since that time we used the facility continually.

When Area 2 - (Rublee's Field) and Area 3 - (Nursery Area) were incorporated into the field, I continued to use the field as one whole piece of land.

4. Giving specific consideration now to my usage of the two parcels Area 2 - Rublee's Field and Area 3 - Nursery I can say my usage has been as follows in both areas; walking, dog exercising, meeting friends, general use as a pleasant walk to the High Street etc.

5. I have never sought or been given permission to carry out the activities referred to. I have done so as if of right.

6. Because of my close proximity to the MPF, I can say that everyone uses all three areas as a single entity. The absence of any demarcation

means the users of MPF pursue
their sports and other pastimes
in the various parcels without
making any distinction between them.

STATEMENT OF TRUTH

I believe that the facts given in this
Witness statement are true.

Jan Whittle

(JAN WHITTLE)

11 September 2012