

## **Brancaster Beach Road Car Park**

Further research confirms that the Royal West Norfolk Golf Club were paying a rent for use of the common from the beginning of the club. This rent was formalised by the 1902 Agreement; the only agreement that can be said to be lawful. The reason for the 1902 Agreement was:

W H E R E A S the Members of the said Golf Club have for some years past by the lease of the Said Simms Reeve and Parish Council enjoyed the privilege of playing golf on the portion of the open or common lands lying between the Sand Dunes and the Salt Marsh at Brancaster aforesaid and have laid out considerable monies in improving the said lands for the purposes of the said game and for this privilege they have for some time past paid various sums of money to the said Simms Reeve and the said Parish Council.

AND W H E R E A S the lands used by the said Club are found to be much injured for the purposes aforesaid by the cattle and horses which pasture the Salt Marsh and frequent the said common lands so that much less is occasioned and the prosperity of the Golf Club is hindered thereby.

The 1902 Agreement is very clear that monies paid were in consideration for grazing animals to be kept off the common and permission was given in the Agreement for a fence to be erected to make this happen.

A number of related Agreements are held at the Norfolk Record Office:

PC86/6 Perhaps the most important of these documents has the original signatures and marks of the commoners and inhabitants who signed up to the 1902 Agreement. What was the document that they signed?

## *Parish of Brancaster*

*We the undersigned commoners and inhabitant householders of the parish of Brancaster in the county of Norfolk under the provisions of the enclosure acts 1845 to 1882 hereby give our consent to an agreement being entered into by the parish council of Brancaster aforesaid with the Royal West Norfolk Golf Club the Lord of the Manor of Brancaster likewise consenting whereby the said golf club in consideration of the payment by them of a yearly rent or sum of money based upon a percentage of £4 percent per annum of their gross receipts of the previous year (but which rent or yearly sum never be less than £50 per annum) shall be at liberty to fence in from the Saltmarsh a portion of the common or open lands between the sea and the salt marsh - The said fence to be erected in such a line and with such gates and stiles as shall be approved by the said parish council and the same to be removed by and at the expense of the said golf club upon the termination of the agreement; the said the agreement also to contain such other provisions and conditions as to the said parish council shall appear desirable or necessary for protecting the rights and interests of the said commoners and inhabitant householders - and which agreement the parish council has been authorised to conclude by a public meeting of the said commoners and inhabitant householders duly convened and held at Brancaster aforesaid in and for the said Parish on the first day of March one thousand nine hundred and two.*

The minimum payment of £50 per annum in 1902 would be worth around £6,000 per annum in today's money. Today the commoners receive £100 per annum for tolerating the use of the common. One can only wonder what 4% of the gross receipts of the Royal West Norfolk Golf Club might be as their accounts are kept very quiet.

You will note that there is a duty placed upon the parish council to protect the *rights and interests of commoners and inhabitant householders.*

PC86/7 This Agreement between Simms-Reeve, Brancaster Parish Council and the Royal West Norfolk Golf Club dates from 1913-14. It concerns where the fencing posts are placed and where the gateways allowing passage across the fenced off golf course are to be placed. This agreement raises the "rent" to 5% per annum of gross receipts by the golf club.

PC86/8 Dates from 1935 and is an update on the posts and fence.

PC86/9 Dated May 31<sup>st</sup> 1937 is titled “**Agreement with Parish Re. Rent for Grazing Rights.**” The document refers back to the 1902 Agreement and has a new figure for rent of 4½% of gross receipts of the golf club.

PC86/10 Dated 30<sup>th</sup> January 1948 is an Agreement for the Royal West Norfolk Golf Club to have another small piece of the common for the course.

PC86/11 Dates from 1951 and is an Agreement not to collect rents due from the Royal West Norfolk Golf Club but to set fixed amounts for three years. (To help the club through a rough patch.)

\*\*\*\*\*

Notes:

Fact: The 1965 Commons Registration Act required commons rights to be registered. Once registered they became a legal entity and, in the case of CL124, were registered as rights in gross/personal property.

Fact: Once common rights had been lawfully registered, and all “inhabitant households” had the right to do so, Brancaster Parish Council now has no right to act on behalf of the common rightholders without consulting all of them first.

Fact: As early as 1952 the District Auditor told Brancaster Parish Council that it had no right to monies paid by the Car Park Committee (CPC) of the RWNGC and that these monies belonged to the commoners.

Fact: In 2017 the council’s external auditors advised that the council seemed to be the sole trustees and the rent money from the (CPC) RWNGC would belong in a Trust Fund for the commoners.

Fact: In 2020 Scolt Head and District Common Rightholders Association gained legal advice which confirmed the advice from the councils external auditors; money received by Brancaster Parish Council from the (CPC) RWNGC for the use of the common CL124 should be held in a trust fund for commoners.

Fact: Scolt Head and District Common Rightholders Association was formed in 1984 to represent the commoners over CL65, CL124, CL161 and CL162. From that time on there was a body with which Brancaster parish Council and the RWNGC could have communicated.

Fact: Over the last decade Brancaster Parish Council have collected close to £200,000 from the (CPC) RWNGC for use of the common. Last year alone the

receipts to the council were £37,000. This money has been used to defray the precept of the council.

Fact: Common rightholders receive £100 a year.

Fact: The minutes of Brancaster Parish Council from 1956 and 1965 confirm that the money paid to the council by the (CPC) RWNGC are in respect of loss of grazing the common.

Fact: SH&DCRA presented all of the evidence to Brancaster Parish Council in 2020 and had a solicitor write to the council explaining the evidence.

Fact: SH&DCRA reported Brancaster Parish Council to their external auditors in 2020. The council were advised that they needed to get some legal advice.

Fact: The RWNGC Car Park Committee accounts show that the surplus is shared according to the Agreements seen in the parish council records; RWNGC 60%, the NT 20%, Brancaster Parish Council 20%.

Fact: Despite many decades of evidence that show the legal agreements between the RWNGC and Brancaster Parish Council, the two parties have decided that this year's accounts of the parish council should show the money received from the RWNGC as a "donation". (This has never been the case and of course begs the questions: Why now name it as such? What has happened to the 20% that should be paid for use of the common?)

\*\*\*\*\*