

**From:** Riley, Sarita  
**Sent:** Friday, 4 August 2017 09:04  
**To:** Moulton, Jeremy (Cllr)  
**Cc:** [jeremymoulton@gmail.com](mailto:jeremymoulton@gmail.com); Ivory, Richard  
**Subject:** RE: Civil Service Sports Ground

Dear Councillor Moulton,

Please see my responses in red below.

regards

Sarita Riley, Solicitor  
Service Lead: Legal Services Partnership  
**Southampton and Fareham Legal Services Partnership**  
**Southampton City Council**  
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**From:** Moulton, Jeremy (Cllr)  
**Sent:** 04 August 2017 07:47  
**To:** Riley, Sarita <[Sarita.Riley@southampton.gov.uk](mailto:Sarita.Riley@southampton.gov.uk)>  
**Cc:** [jeremymoulton@gmail.com](mailto:jeremymoulton@gmail.com); Ivory, Richard <[Richard.Ivory@southampton.gov.uk](mailto:Richard.Ivory@southampton.gov.uk)>  
**Subject:** Re: Civil Service Sports Ground

<< Jeremy's points / queries. Sarita's SCC Legal Services answers in red. >>

1. So we could definitely allow dog walking on the site, put in bins, benches and a play park? I specifically ask as these are the top local demands / wishes.  
Dog walking, bins, benches – Yes as long as they do not interfere with the primary use of pitches for team games and recreational play. A play park – in pure legal terms probably not as there is no way that falls within the definition of educational use but ... it would be open to take a risk based decision and argue that point if a suitable location that did not detract from site pitch use etc could be identified and some educational argument made for children's play enriching the school environment etc. The play park would require a Cabinet decision as it would be contrary to the previously approved layout.
2. What about allotments on a small scale, perhaps as school or community allotments with perhaps a link to educational use?  
Allotments no – these are covered under a separate statutory regime and would require a change of use and Secretary of State consent. There is no reason why a small school garden / habitat area etc could not be set aside and some agreement reached with the local community around access to and maintaining that alongside the school with some share in the fruits of everyone's labours. Again – would be subject to agreeing a location and amending the layout previously agreed through a revised Cabinet report.

3. The Leader indicated in Full Council that he was interested in a community asset transfer option and has been discussing this with the local community group. Your note below suggests that this would require having to offer the site back to previous landowner so would perhaps be a little risky. What are your comments?  
Not without Secretary of State consent as that would constitute a disposal. Would also trigger the offer back provisions under Critchel Down prior to any CAT transfer being taken forward.
4. can you provide details of the failed attempt to locate monies to buy the site on 2014. I don't remember this specially.  
2004 not 2014. I believe this was something proposed by then Councillor Samuels but it didn't go very far. Unfortunately its too long ago now for us to retain any records of the detail – its simply referred to in my previous advice and site history documents as having been under discussion but I'm afraid I don't have any more detail than that as the original records and correspondence would have been destroyed under our records retention policies.
5. You mention Bovis as the landowner. Can we be clear? My understanding is that they purchased an option to buy the land which was time limited and dependent on a successful planning application. None was presented and the option agreement had expired by the time of the acquisition by the council. So they were not the landowner. I believe they were paid £10k by the council as a gesture. The actual owner was Stonechat / the Civil Service Sports Association. Can you confirm as I think it's important that messages aren't mixed up.  
You are correct that they were not the landowner. Critchel Down rules don't only apply to landowners but to anyone having a legal interest in the land. An Option contract is a legal interest in the land and they would have to be offered the same interest at the fee / compensation amount we previously purchased it for under the CPO. The terms of their option contract must have contained a provision to extend or holdover provision or the Council would not have been liable to (or advised to) pay anything to them if the Option had fully expired as they would no longer have had any legally compensable interest. Unfortunately I don't hold the details of that as the property transactions were handled by Estates Services at the time and our records in legal only record the outcome. Ditto any interests CS or Stonechat will have had as beneficial trustees and landowners etc.