

Official copy of register of title

Title number WYK268995 Edition date 15.10.2007

- This official copy shows the entries on the register of title on 15 MAR 2013 at 12:03:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Mar 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : KIRKLEES

- 1 (15.10.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 75 Hey Beck Lane, Woodkirk, Dewsbury, (WF12 7QU).
- 2 The mines and minerals are excepted.
- 3 There are excluded from the registration of the land tinted pink on the filed plan the mines and minerals excepted by the Conveyance dated 21 March 1973 referred to in the Charges Register in the following terms:-

"EXCEPT AND RESERVING the mines and minerals under the said land."
- 4 The land tinted yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 5 January 1966 referred to in the Charges Register:-

"TOGETHER with the right (in common with other persons for the time being having the like right) of ingress egress and way with or without horses cattle carts and other vehicles mechanically propelled or otherwise in over or upon the access road to the adjoining property known as "The Farm" for the purpose only of access to the property hereby conveyed EXCEPTING AND RESERVING to the Vendors and their successors in title in fee simple as incident to the ownership of occupation of other adjoining or neighbouring property of the Savile Estate Trust (a) the right in common with the Purchaser and all other persons lawfully entitled thereto to use and make connections with the sewers and drains lying or intended to be lying in or under the property hereby conveyed and all other sewers and drains laid or hereafter to be laid within Eighty years of the date hereof within or under the said property (b) the right to erect rebuild or alter any buildings or erections upon other property belonging to the said Savile Estate Trust or any part or parts thereof in such manner and in all respects as they may think proper notwithstanding any interference thereby occasioned to the access of light or air to the property hereby

A: Property Register continued

conveyed or any buildings for the time being thereon (c) the right to build into or against any boundary or party wall separating the property hereby conveyed from any part of other property belonging to the Svile Estate Trust without making any compensation for the use of such wall

(d) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or hertofore used or enjoyed over the property hereby conveyed in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors

To the rights of adjacent owners and to all liabilities binding on the owners of the property hereby conveyed for the repair of roads dykes sewers drains gutters fences and other like matters

To the footpath crossing the entire length of the North Western boundary of the property hereby conveyed as indicated on the said plan annexed hereto."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.02.1987) PROPRIETOR: IAN CHRISTOPHER BRAGG of 75 Hey Beck Lane, Woodkirk, Dewsbury, W Yorkshire WF12 7QU.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (13.08.1999) CREDITORS' NOTICE entered under section 61(1) of the Land Registration Act 1925 to protect the rights of all creditors, as the title of the proprietor of the land appears to be affected by a petition in bankruptcy against Ian Christopher Bragg presented in the Dewsbury County Court (Court Reference Number 109 of 1999) (Land Charges Reference Number PA20311/99).
- 4 (22.03.2005) BANKRUPTCY NOTICE entered under section 86(2) of the Land Registration Act 2002 in respect of a pending action, as the title of the proprietor of the registered estate appears to be affected by a petition in bankruptcy against Ian Christopher Bragg presented in the High Court (Court Reference Number 2575 of 2005) (Land Charges Reference Number PA37402/05).

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 23 July 1964 made between (1) The Right Honourable George Halifax Baron Savile (Vendor) and (2) Airways Corporations Joint Pension Fund Trustees Limited (Purchaser):-

EXCEPT AND RESERVING to the Vendor and his successors in title in fee simple as incident to the ownership of adjoining or neighbouring properties (a) the right in common with the Purchaser and all other persons lawfully entitled thereto (i) to use all sewers and drains lying in or under the said property hereby conveyed or any part thereof (ii) the right in favour of the Vendor and his successors in title as aforesaid at all reasonable times to enter upon the property hereby conveyed or any part thereof for all or any of the purposes of maintenance repair and renewal of the said sewers and drains (b) the right to erect rebuild or alter any buildings or erection upon the Vendor's adjoining or neighbouring land or any part or parts thereof in such manner and in all respects as he or they/may think proper notwithstanding any interference thereby occasioned to the access of

C: Charges Register continued

light or air to the property hereby conveyed or any part thereof or any buildings for the time being erected thereon (c) the right to build into or against any boundary or party wall separating the property hereby conveyed from any part of the Vendor's adjoining or neighbouring land without making any compensation for the use of such wall (d) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or heretofore used or enjoyed over the property hereby conveyed or any part thereof in respect of any adjoining or neighbouring property now or formerly belonging to the Vendor subject to the Vendor or his successors in title making good all damage which may be caused by the exercise of the said rights.

2 A Conveyance of the land tinted yellow on the filed plan dated 5 January 1966 made between (1) Donald Arthur Cowdry and others (Vendors) (2) The Right Honourable George Halifax Baron Savile and (3) Stanley Brian Buckley contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (15.10.1982) By the Conveyance dated 5 January 1966 referred to above the land tinted yellow on the filed plan was conveyed subject to the following agreement and declaration:-

"IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that in the event of the Vendors or their successors in title or other the owner or owners for the time being of the access road to the adjoining property known as "The Farm" shewn on the said plan being sesirous within a period of Eighty years of the date hereof of increasing the width of such access road the Purchaser or his successors in title or other the owner or owners for the time being of the property hereby conveyed will re-convey to the Vendors or their successors in title or other the owner or owners for the time being of the said access road a strip of land Three feet in width along the entire length of the North Eastern boundary of the property hereby conveyed free of any consideration save that the Vendors or their successors in title will at their own expense re-erect the existing fence on the present North Eastern boundary along the line of the new boundary thereby formed."

4 A Conveyance of the land tinted pink on the filed plan dated 21 March 1973 made between (1) Airways Pension Fund Trustees Limited (Vendor) and (2) Stanley Brian Buckley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 The land tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 21 March 1973 referred to above:-

"EXCEPT AND RESERVING such rights of drainage and otherwise as may at present exist for the benefit of adjoining owners in over and through the said land AND EXCEPT AND RESERVING the right for the Vendor and its successors in title to erect rebuild or alter any buildings or erections on adjoining or neighbouring land as it or they shall think fit and notwithstanding any interference thereby occasioned to the access of light or air to the property hereby conveyed or any buildings for the time being erected thereon."

6 (04.11.1998) REGISTERED CHARGE dated 2 October 1998 to secure the moneys including the further advances therein mentioned.

7 (04.11.1998) Proprietor: MANCHESTER BUILDING SOCIETY of Queens Court, 24 Queens Street, Manchester M2 5AH.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 5 January 1966 referred to in the Charges Register:-

"THE Purchaser so as to bind so far as may be the property hereby conveyed into whose hands soever the same may come and so that this covenant shall be for the benefit and protection of the adjoining or neighbouring property of the Vendors at Batley forming part of the Savile Estate Trust but so that the Purchaser shall not be personally liable for any breach of this covenant after he shall have parted with

Title number WYK268995

Schedule of restrictive covenants continued

all interest in the property hereby conveyed hereby covenants with the Vendors that the Purchaser and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto

THE SCHEDULE ABOVE REFERRED TO

1. No buildings shall be erected on the property hereby conveyed other than a stable building or other outbuildings for use in connection with Number 75 Hey Beck Lane of such class elevation specification and design as shall be previously approved in writing by the Agent for the time being of the Vendors

2. Nothing shall be done or permitted to be done on the property hereby conveyed which may be a nuisance annoyance or injury to the Vendors or to the owners or occupiers for the time being of any property in the neighbourhood

3. No part of any buildings to be erected on the property hereby conveyed shall be erected in front of the building line prescribed by the Local Authority or over the strip of land Three feet in width along the entire length of the North Eastern boundary of the said property mentioned in Clause 4 of this Conveyance

4. No temporary buildings of any kind shall be erected upon the property hereby conveyed other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon

5. No sand or gravel shall at any time be excavated or dug out of the property hereby conveyed except for the purpose of laying the foundation of the buildings to be erected thereon or of laying or adapting the ground as garden or pleasure ground"

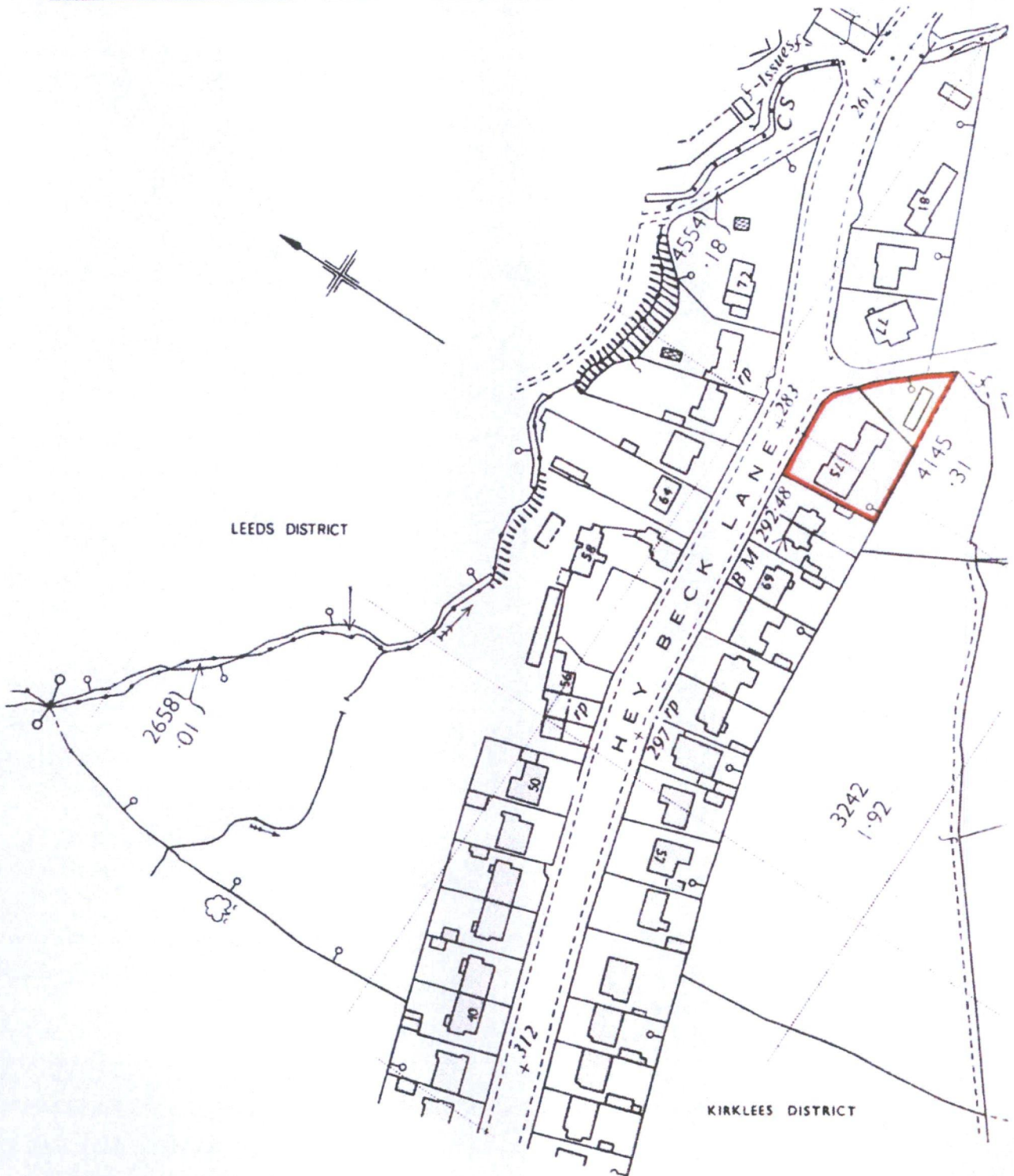
NOTE: Clause 4 is that Clause set out in Entry No 3 of the Charges Register.

2 The following are details of the covenants contained in the Conveyance dated 21 March 1973 referred to in the Charges Register:-

"THE Purchaser hereby covenants with the Vendor that the Purchaser and his successors in title will not use or permit the property hereby conveyed to be used for any noisy noisome or offensive purpose."

End of register

H.M. LAND REGISTRY		TITLE NUMBER		
		WYK 268995		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	WEST YORKSHIRE		SE 2724	E
Scale 1/1250 Enlarged from 1/2500			© Crown copyright 1971	



This Conveyance



is made the ^{Five} day of ^{January} One thousand nine hundred and

sixty ~~five~~ BETWEEN DONALD ARTHUR COWDRY of 9 New Square Lincoln's Inn in the County of London Solicitor REGINALD CHARLES FRIPP D.S.O., M.A. of 27 Martin Lane Cannon Street in the City of London Chartered Accountant and THE HONOURABLE GRAHAM CHARLES KINNAIRD MASTER OF KINNAIRD of Crabbs Hill Hatfield Peverel in the County of Essex (hereinafter called "the Vendors") of the first part THE RIGHT HONOURABLE GEORGE HALIFAX BARON SAVILE D.L.J.P. (hereinafter called "Lord Savile") of the second part and STANLEY BRIAN BUCKLEY of 75 Hey Beck Lane Woodkirk Batley in the County of York (hereinafter called "the Purchaser") of the third part

W H E R E A S :-

(1) BY a Conveyance dated the Fifteenth day of March One thousand nine hundred and sixty five and made between Lord Savile of the one part and the Vendors of the other part the property hereinafter described (together with other property) was conveyed to the Vendors in fee simple upon trust with the consent in writing of Lord Savile during his lifetime and after his death at their discretion to sell the same

(2) THE Vendors in execution of the said trust for sale have with the consent of Lord Savile agreed with the Purchaser for the sale to him of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances at the price of One hundred and fifty pounds

N O W THIS DEED WITNESSETH as follows :-

1. IN consideration of the sum of One hundred and fifty pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors AS TRUSTEES with the consent of Lord Savile (testified by his execution of this deed) hereby convey unto the Purchaser ALL THAT piece of land adjoining Number 75 Hey Beck Lane in the Borough of Batley in the County of York containing in area Three hundred and ten square yards or thereabouts and for the purpose of identification only shewn on the plan annexed hereto and thereon coloured pink and edged red TOGETHER with the right (in common with all other persons for the time being having the like right) of ingress egress and way with or without horses cattle carts and other vehicles mechanically propelled or otherwise in over or upon the access road to the adjoining property

title in fee simple as incident to the ownership or occupation of other adjoining or neighbouring property of the Savile Estate Trust (a) the right in common with the Purchaser and all other persons lawfully entitled thereto to use and make connections with the sewers and drains lying or intended to be lying in or under the property hereby conveyed and all other sewers and drains laid or hereafter to be laid within Eighty years of the date hereof within or under the said property (b) the right to erect rebuild or alter any buildings or erections upon other property belonging to the said Savile Estate Trust or any part or parts thereof in such manner and in all respects as they may think proper notwithstanding any interference thereby occasioned to the access of light or air to the property hereby conveyed or any buildings for the time being thereon (c) the right to build into or against any boundary or party wall separating the property hereby conveyed from any part of other property belonging to the Savile Estate Trust without making any compensation for the use of such wall (d) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or heretofore used or enjoyed over the property hereby conveyed in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors TO HOLD the same UNTO the Purchaser in fee simple SUBJECT NEVERTHELESS as follows :-

(a) To the restrictions and stipulations set out in the Schedule hereto

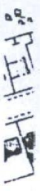
(b) To the rights of adjacent owners and to all liabilities binding on the owners of the property hereby conveyed for the repair of roads dykes sewers drains gutters fences and other like matters

(c) To the footpath crossing the entire length of the North Western boundary of the property hereby conveyed as indicated on the said plan annexed hereto

2. THE Purchaser so as to bind so far as may be the property hereby conveyed into whose hands soever the same may come and so that this covenant shall be for the benefit and protection of the adjoining or neighbouring property of the Vendors at Batley forming part of the Savile Estate Trust but so that the Purchaser shall not be personally liable for any breach of this covenant after he shall have parted with all interest in the property hereby conveyed hereby covenants with the Vendors that the Purchaser and those deriving

H. S. D.
P. C.

P. P.



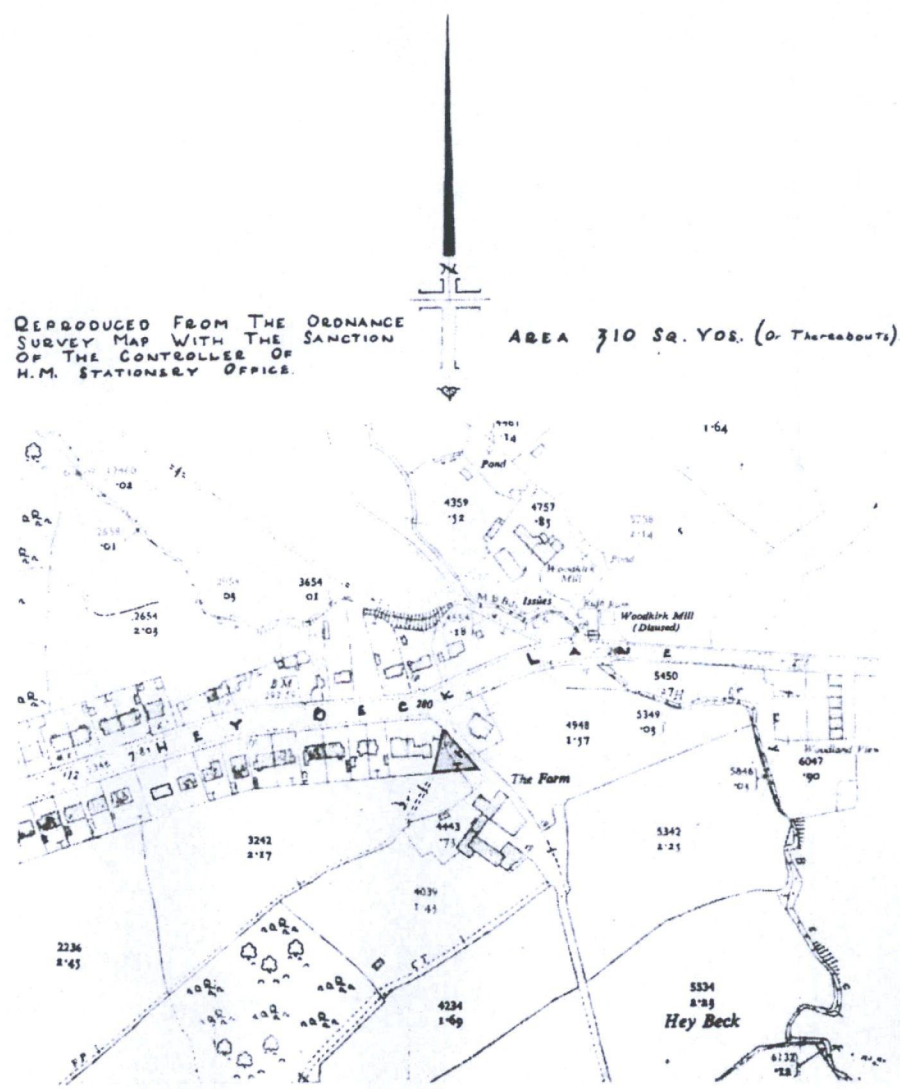
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O.S. N° 2724.

SAVILE ESTATE TRUST
 BATLEY
 SALE TO
 S.B. BUCKLEY

REPRODUCED FROM THE ORDNANCE
 SURVEY MAP WITH THE SANCTION
 OF THE CONTROLLER OF
 H.M. STATIONERY OFFICE.

AREA 310 SQ. YDS. (A THEREABOUTS)



SCALE 1:2500 $\frac{1}{2}$

MAY 1965.

title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto

3. THE Purchaser also covenants with the Vendors and their successors in title that he the Purchaser and his successors in title will at his own expense (a) forthwith erect and forever after maintain along the Southern boundary of the property hereby conveyed and indicated by a "T" turned inwards on the said plan a fence of such materials height design and construction as has been or shall be approved in writing by the Vendors' Agent and (b) forever hereafter maintain the existing fence along the North Eastern boundary of the said property hereby conveyed and also indicated by a "T" turned inwards on the said plan or the fence to be erected by the Vendors on the new boundary in the event of the width of the existing farm access road being increased by three feet as hereinafter mentioned

4. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that in the event of the Vendors or their successors in title or other the owner or owners for the time being of the access road to the adjoining property known as "The Farm " shewn on the said plan being desirous within a period of Eighty years of the date hereof of increasing the width of such access road the Purchaser or his successors in title or other the owner or owners for the time being of the property hereby conveyed will re-convey to the Vendors or their successors in title or other the owner or owners for the time being of the said access road a strip of land Three feet in width along the entire length of the North Eastern boundary of the property hereby conveyed free of any consideration save that the Vendors or their successors in title will at their own expense re-erect the existing fence on the present North Eastern boundary along the line of the new boundary thereby formed

5. THE Vendors hereby acknowledge the right of the Purchaser to the production of the said Conveyance dated the Fifteenth day of March One thousand nine hundred and sixty five and to delivery of copies thereof

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 Four thousand five hundred pounds

I N W I T N E S S whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

THE SCHEDULE ABOVE REFERRED TO

1. No buildings shall be erected on the property hereby conveyed other

than a stable building or other outbuildings for use in connection with Number 75 Hey Beck Lane of such class elevation specification and design as shall be previously approved in writing by the Agent for the time being of the Vendors

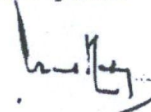
2. Nothing shall be done or permitted to be done on the property hereby conveyed which may be a nuisance annoyance or injury to the Vendors or to the owners or occupiers for the time being of any property in the neighbourhood

3. No part of any buildings to be erected on the property hereby conveyed shall be erected in front of the building line prescribed by the Local Authority or over the strip of land Three feet in width along the entire length of the North Eastern boundary of the said property mentioned in Clause 4 of this Conveyance

4. No temporary buildings of any kind shall be erected upon the property hereby conveyed other than sheds and workshops to be used only for works incidental to the erection of permanent buildings thereon

5. No sand or gravel shall at any time be excavated or dug out of the property hereby conveyed except for the purpose of laying the foundation of the buildings to be erected thereon or of laying or adapting the ground as garden or pleasure ground

SIGNED SEALED and DELIVERED by the said)
Donald Arthur Cowdry in the presence of :-)



[Handwritten signature]

Clerk to Messrs. Messers
Lawson & Co.

SIGNED SEALED and DELIVERED by the said)
Reginald Charles Fripp in the presence)
of :-)



[Handwritten signature]
27 Martin Lane,
F.C. 4.
Secretary -

SIGNED SEALED
The Honourable
Master of Kinn

[Handwritten initials]
62/63

SIGNED SEALED
The Right Hono
Baron Savile D.
of :-

SIGNED SEALED at
Stanley Brian B
of :-

[Handwritten initials]

103

DATED *5th June* 1966

D.A. COWDRY ESQ. & OTHERS

- to -

S.B. BUCKLEY ESQ.

Duplicate/

Conveyance

of

A plot of land in Hey Beck Lane
Batley in the County of York

LCD (1) in respect hereof Registered at W.R.R.

on 10.1.66 in Vol. 1 Serial No. 165

Hellewell, Pasley & Brewer

BIRSTALL



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