

Maple

S U P P L E M E N T A L
A B S T R A C T O F T H E T I T L E

- of -

THE MELTHAM AND MELTHAM MILLS CO-OPERATIVE SOCIETY LIMITED to
freehold property known as Manor Farm and Wilshaw Farm Meltham
near Huddersfield in the county of York

As to Manor Farm:

31st December 1943
Stamps £33.0.0d.
P.D.S.

BY CONVEYANCE of this date made BETWEEN HENRY JAMES HIRST of Ash Cottage Wilshaw Meltham
in the County of York Retired Cashier (thereinafter called "the Vendor") of the one part and
MELTHAM AND MELTHAM MILLS CO-OPERATIVE SOCIETY LIMITED whose registered office was situate at
Midway Huddersfield Road Meltham aforesaid (thereinafter called "the Purchasers") of the other
part

RECITING seisin of the Vendor and agreement for sale at the price of £3,265.0.0d.

IT WAS WITNESSED as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of £3,265 paid etc.
(the receipt etc.) the Vendor as Beneficial Owner thereby conveyed unto the Purchasers

*Note. This property is
colours shown on the
plans attached hereto.*

ALL THOSE pieces parcels or closes of land situate at Wilshaw
Meltham in the County of York containing an area of 114.946 acres
or thereabouts AND ALSO ALL THAT farmhouse farm buildings and
other outbuildings thereto belonging situate and being known as
Manor Farm otherwise Greave or Lower Greave Farm Wilshaw afore-
said WHICH said property was more particularly delineated on and
described by the plan attached thereto and thereon edged blue
and so that the boundaries of the said property should be the
actual boundaries thereof whether the same should in fact coin-
cide with those indicated on the said plan or not except the
following boundaries should be as indicated on the said plan that
was to say: (1) The Northeast boundary of the field numbered part
685 on the said plan (2) The Northern boundary of the field
numbered 624 on the said plan (3) The Southern boundary of the
fields numbered 614 612 and 634 on the said plan (4) The Western
boundary of the fields numbered 612 and 634 on the said plan
(5) The Northern boundary of the field numbered 634 on the said
plan (6) The Western boundary of the field numbered 633A on the
said plan (7) The Westerly part of the Southern boundary of the
field numbered 633A on the said plan (8) The Southern boundary
of the field numbered part 636 on the said plan TOGETHER WITH
(so far only as the Vendor could lawfully grant the same and not
further or otherwise) in common with the Vendor and his successors
in title and all other persons entitled to the like rights full and
free rights of way on foot and with or without horses cattle
carts carriages motor and other vehicles for the Purchasers

*Alms
Houses*

constructed by the Purchasers and/or with the said purifying plant at any time for the purpose of making the said purified water available to the adjoining or neighbouring property at Wilshaw aforesaid and particularly to Lower Greave St Mary's Court St. Mary's School and School House Ash Cottage the cottages and premises adjacent thereto the Almshouses St. Mary's Church and Vicarage and the property adjacent thereto AND TOGETHER with the right for the Purchasers and their successors and assigns to put out windows and openings in the barn forming part of the property thereby conveyed and overlooking the garden of the Manor House between the points marked X and Y on the said plan and the access of light and air thereto AND TOGETHER ALSO with the following rights for the Purchasers and their successors and assigns

(1) Full and free right to enter upon so much of the adjoining or adjacent property of the Vendor as was necessary for the purpose of maintaining and repairing the property thereby conveyed

(2) Subject as thereafter mentioned full and free access of light and air over the adjoining adjacent neighbouring or opposite land of the Vendor for the property thereby conveyed as the same was then enjoyed in like manner as if the said adjoining adjacent neighbouring or opposite land of the Vendor and the property thereby conveyed had belonged to different owners (3) The right to use lay maintain and repair gas and water pipes and electricity cables in through over or under any part of the said adjoining adjacent neighbouring or opposite land of the Vendor in connection with the user or development of the property thereby conveyed together with all necessary rights of entry and access But the Purchasers or the persons deriving title under them should not do any avoidable damage or interfere in any way with any building or erection from time to time standing or being upon the said property of the Vendor and should make good all damage which might be caused by the exercise of any of the said rights (4) The right to use construct maintain and repair all gutters drains sewers and watercourses then or thereafter serving the property thereby conveyed whether alone or in conjunction with the said adjoining adjacent neighbouring or opposite land of the Vendor under or through such last mentioned property (5) The right to connect into and use the cesspool in the portion of the field numbered 636 on the said plan retained by the Vendor subject to the costs and expenses of the maintenance and cleansing of the said cesspool being borne by the Purchasers and the Vendor in equal shares EXCEPTING AND RESERVING unto the Vendor and his

*Alms
Houses
cesspool
and
sewers
water
courses*

successors in title owners for the time being of the Wilshaw Estate retained by the Vendor in fee simple:-

- Wood Nook Meltham?*
Greave Road?
- (1) Full and free rights in common with the Purchasers and all other persons entitled to or to whom the Purchasers should thereafter grant the like rights of way on foot and with or without horses cattle carts carriages motor and other vehicles along over and upon so much of the road leading from Wood Nook Meltham to Greave Road as was included in the property thereby conveyed
 - (2) Full and free rights of way on foot for the Vendor and his tenants servants visitors and licensees in common as aforesaid over and along the footpath leading from the last mentioned road to St. Mary's Court Wilshaw aforesaid and over and along so much of the footpath leading from Wilshaw to Wood Nook and passing through (inter alia) fields numbered 628 and 624 on the said plan as was included in the property thereby conveyed
 - (3) Full and free right for the Vendor to enter upon so much of the property thereby conveyed as was necessary for the purpose of maintaining and repairing the adjoining property of the Vendor
 - (4) Subject as hereinafter mentioned full and free access of light and air over the said property thereby conveyed for the adjoining property of the Vendor as the same was then enjoyed in like manner as if the property thereby conveyed and the adjoining property of the Vendor had belonged to different owners
 - (5) The right to use lay maintain and repair gas and water pipes and electricity cables in through over or under any part of the said property thereby conveyed in connection with the user or development of the adjoining property of the Vendor together with all necessary rights of entry and access and the right (in common with the Purchasers and all other persons entitled to or to whom the Purchasers should thereafter grant the like rights) to utilize and take water to the extent only that the same was then utilized and taken from the wells and springs of water in and upon the property thereby conveyed But the Vendor or the persons deriving title under him should not do any avoidable damage or interfere in any way with any building or erection from time to time standing or being upon the property thereby conveyed and should make good all damage which might be caused by the exercise of any of the said rights
 - (6) The right to use construct maintain and repair all gutters drains sewers and watercourses then or thereafter serving the adjoining property of the Vendor whether alone or in conjunction with the property thereby conveyed under or through such last mentioned property

TO HOLD the same unto the Purchasers their successors and assigns in fee

simple Subject nevertheless to the rights of the Coal Commission in the coal (if any) and SUBJECT also to the reservation right and covenant but with the benefit of the covenant by United Thread Mills Limited contained in a conveyance dated the 1st February 1940 and made between the said United Thread Mills Limited of the one part and the Vendor of the other part

2. COVENANT by the Purchasers with the Vendor for the benefit of the Vendor and his successors in title owners and occupiers for the time being of the Wilshaw Estate of the Vendor of which the property thereby conveyed formed part and so as to bind as far as possible the property thereby conveyed into whosoever hands the same might come as follows:-

(1) That no poultry or other huts should be erected in the field numbered 634 on the said plan except immediately adjacent to the eastern wall of such field

(2) That no temporary buildings of any kind (other than such poultry or other huts as aforesaid) should at any time be erected in any of the fields thereby conveyed which abut upon or adjoin any property of the Vendor other than the fields belonging to the Vendor numbered 688 and part 685 on the said plan without the previous consent of the Vendor first had and obtained such consent not to be unreasonably or vexatiously withheld

(3) That no permanent buildings should be erected in the said field numbered 634

(4) That no permanent buildings should be erected in the field numbered 612 on the said plan (except private dwelling-houses and the usual out-offices thereto and except a shop or stores for the use of the Purchasers and the usual out-offices thereto) and no building erected thereon should at any time be used except for the purposes last aforesaid and no openings lights or windows should be put in any building or wall already erected or thereafter to be erected on such last mentioned field so as to give or open upon the adjoining property on the West side thereof within a distance of 15 feet therefrom

(5) No bricks or tiles should at any time be made or burnt nor should any clay or lime be burnt on the premises or any part thereof and no manufacture or operations of a noisome offensive dangerous or noisy kind should be carried on in or upon the same nor should anything be done thereon which might be or grow to be a nuisance or annoyance to the Vendor or his tenants or the neighbourhood Provided always that nothing therein contained should in any way prevent the Purchasers from carrying on the business of farming and milk producing and treating and dairymen or anything ancillary thereto

3. COVENANT by the Purchasers with the Vendor that the Purchasers would not convey or part with the possession of the field numbered 680 on the said plan or any part thereof without first making offer for the sale or disposition of their estate or interest therein free from restrictions imposed by the Purchasers to the Vendor at the price of £80

4. COVENANT by the Purchasers with the Vendor forthwith to erect and subsequently maintain a post and rail fence 4 feet 6 inches in height so as to separate field Number 685 from the adjoining property of the Vendor and also that (upon the Purchasers determining the Vendor's user of the narrow strip of garden land between the points marked X and Y on the said plan) the Purchasers would forthwith erect upon the Southern boundary of the said strip of garden land a good and substantial stone wall not less than the height of the existing wall on the Westerly side thereof

5. COVENANT by the Purchasers with the Vendor to repair and keep in such state of repair as was

which was the other property of vendor at time of conveyance

Restriction removed

Gas

done

Under the 4th covenant

necessary for its convenient use such part of the road leading from Wood Nook Meltham aforesaid to Greave Road as was included in the property thereby conveyed

Done
6. COVENANT by the Purchasers with the Vendor with the object and intention of affording to the Vendor and his estate and effects a good and sufficient indemnity but not further or otherwise at all times thereafter to observe and comply with the covenant on the part of the Vendor contained in the said Conveyance of the 1st February 1940 and to indemnify and keep indemnified the Vendor and his estate and effects from and against all actions proceedings claims demands liability and costs for or on account thereof

7. COVENANT by the Vendor with the Purchasers for the benefit of the Purchasers and their successors in title owners and occupiers for the time being of the property thereby conveyed and so as to bind as far as possible the said Wilshaw Estate of the Vendor into whosoever hands the same might come as follows:-

(1) That no openings lights or windows should be put in any building or wall already erected or thereafter to be erected on the land of the Vendor on the Westerly side of the field numbered 612 on the said plan so as to give or open upon the said field numbered 612 within a distance of 15 feet therefrom

(2) Not to obstruct divert or in any way interfere with the runs flows streams and springs of water or water-courses in the adjoining adjacent neighbouring or opposite land of the Vendor as then existing or with any of the arrangements for piping catching collecting retaining or using the same Subject to the right of connection thereinbefore referred to

Done
8. COVENANT by the Vendor with the Purchasers that as and when the Vendor should make the said connections with any pipe line constructed by the Purchasers and/or with the said purifying plant as thereinbefore provided and serve all the said adjoining or neighbouring property at Wilshaw aforesaid with such purified water he the Vendor would divert and lead into the said dam so far as conveniently might be the supply of water which at present served the said adjoining or neighbouring property Provided that in so diverting and leading into the said dam such supply as aforesaid the Vendor should not permanently cut off the pipe line at present serving (inter alia) the property thereby conveyed but should instal a stop tap or valve at the termination of the said pipe line to the intent that the existing supply of water should be available for use and the Purchasers should be entitled to use the same in the same manner as the said existing supply of water was at present used at such times as the said dam or reservoir should not by reason of necessary repairs or otherwise be capable of serving (inter alia) the property thereby conveyed

Done
9. COVENANT by the Vendor with the Purchasers forthwith to erect and subsequently maintain a post and rail fence 4 feet 6 inches in height at the rear of Knoll Cottages and to separate that part of field numbered 636 thereby conveyed from the adjoining property of the Vendor

Done
10. COVENANT by the Vendor and the Purchasers mutually with each other as follows:-

(1) To maintain and repair the fences and walls bounding the property thereby conveyed which belonged to the Vendor and the Purchasers respectively

(2) To pay a proportionate part according to user of the expense of maintaining and repairing the roadway leading from Greave Road Wilshaw aforesaid to the property thereby conveyed

11. THE said property thereby conveyed was conveyed together with the benefit of all existing rights easements and appurtenances and together with the benefit of but subject to a continuance

of all those rights then exercised or enjoyed jointly for the benefit of or by the property thereby conveyed and the adjoining or neighbouring property of the Vendor and that conveyance should be construed as including a grant and reservation to the Purchasers and the Vendor respectively of all those rights which had the property thereby conveyed and the adjoining property of the Vendor belonged to different owners would have been easements quasi easements or rights in the nature of easements PROVISO that that clause should not confer upon the Purchasers any property in or absolute right in respect of the closet or privy situate on the adjoining property of the Vendor known as Manor House and then used by the occupier of the farmhouse thereby conveyed NOR should that clause confer upon the Vendor any absolute right in respect of the narrow strip of garden land between the points marked X and Y on the said plan

12. ACKNOWLEDGMENT by the Vendor of the right of the Purchasers to production and delivery of copies of the documents of title specified in the Schedule thereto and thereby undertook with the Purchasers for the safe custody thereof

THE SCHEDULE above referred to:-

- 30th July 1934 CONVEYANCE of this date made between William Brook Hirst of the one part and Arthur Hirst and the Vendor of the other part
- 21st July 1936 CONVEYANCE of this date made between the said Arthur Hirst of the first part the said Arthur Hirst and the Vendor of the second part and the Vendor of the third part
- 23rd December 1942 MORTGAGE of this date made between the Vendor of the one part and the Halifax Building Society of the other part with Statutory Receipt endorsed thereon dated 31st December 1943

EXECUTED by the Vendor and attested

SEALED by the Purchasers

REGISTERED at Wakefield on 22nd January 1944 in Volume 6 Page 486 Number 244

As to Wilshaw Farm:

BY CONVEYANCE of this date made BETWEEN HENRY JAMES HIRST of Ash Cottage Wilshaw Meltham near Huddersfield in the County of York Retired Cashier (hereinafter called "the Vendor") of the one part and MELTHAM AND MELTHAM MILLS CO-OPERATIVE SOCIETY LIMITED whose registered office was situate at Midway Huddersfield Road Meltham aforesaid (hereinafter called "the Purchasers") of the other part

RECITING seisin of the Vendor and agreement for sale at the price of £2,200.0.0d.

THEN in pursuance of the said agreement and in consideration of the sum of £2,200 paid etc. (the receipt etc.)

IT WAS WITNESSED as follows:-

1. THE Vendor as Beneficial Owner thereby conveyed unto the Purchasers

ALL THOSE sixteen pieces parcels or closes of land situate at Wilshaw Meltham aforesaid containing together 42.534 acres or

This property is subject to the plan attached hereto.

25th July 1946
Stamps £22.0.0d.
P.D.S.

thereabouts AND ALSO ALL THAT farmhouse farm buildings and other outbuildings and the stack yard thereto belonging situate and being known as Wilshaw Farm Wilshaw aforesaid which said property was (for the purpose of identity only and not by way of limitation) with the respective areas and Ordnance Survey identification numbers of the said pieces parcels or closes of land more particularly delineated and described by the plan endorsed thereon and thereon edged red TOGETHER with a full free and unrestricted right of way with or without horses cattle carts carriages and motor vehicles for purposes connected with the said farm over and along the yard on the North side of the property thereby conveyed and the roadway leading therefrom into Upper Wilshaw Road Reserving Nevertheless unto the Vendor in fee simple the right (in common with the Purchasers and their successors in title) to maintain and use and take water from the Wells and Springs of water in and upon the property thereby conveyed and particularly to use and maintain the existing trough or well and line of pipes in and through (inter alia) the field Numbered 599 on the said plan and also the existing supply of water to the Reservoir of the Vendor situate in the adjoining property of the Vendor Together with all rights of access necessary to such user the Vendor or the persons deriving title under him making good all damage which might be caused by the exercise of the said rights

TO HOLD the same unto the Purchasers their successors and assigns in fee simple Subject nevertheless to the rights of the Coal Commission in the coal (if any)

2. COVENANT by the Purchasers with the Vendor for the benefit of the Vendor and his successors in title owners and occupiers for the time being of the Wilshaw Estate of the Vendor of which the property thereby conveyed formed part and so as to bind as far as possible the property thereby conveyed into whosoever hands the same might come as follows:-

(a) No bricks or tiles should at any time be made or burnt nor should any clay or lime be burnt on the property thereby conveyed or any part thereof and no manufacture or operation of a noisome offensive dangerous or noisy kind should be carried on in or upon the same nor should anything be done thereon which might be or grow to be a nuisance or annoyance to the Vendor or his tenants or the neighbourhood

(b) No manure should at any time be deposited in the field Numbered 599 on the said plan within the area coloured red on the said plan or elsewhere in a manner likely to cause any pollution of the water supply to the adjoining property of the Vendor

3. COVENANT by the Purchasers with the Vendor as follows:-

(a) To maintain and repair the fences and walls marked on the said plan with a "T" inwards

(b) To pay a proportionate part according to user of the expense of maintaining and repairing the said yard and roadway on the North side of the property thereby conveyed

(c) To pay one half part of the expense of maintaining and repairing the said trough or

well and line of pipes in the said field numbered 599

(d) To pay one half part of the rent payable during the subsistence of the Agreement or Undertaking dated the 19th December 1917 addressed to Messrs. Abbey and Hanson Agents for the Executors of Harriet Green Armytage

4. THE said property thereby conveyed was conveyed subject to and with the benefit of all those rights which had the property hereby conveyed and the adjoining property of the Vendor belonged to different owners would have been easements quasi-easements or rights in the nature of easements and that conveyance should be construed as including a grant and reservation to the Purchasers and the Vendor respectively of all such rights and all rights necessary and proper for the convenient use thereof respectively

5. ACKNOWLEDGMENT by the Vendors of the right of the Purchasers to production and delivery of copies of the documents of title specified in the Schedule thereto and thereby undertook with the Purchasers for the safe custody thereof

THE SCHEDULE above referred to:-

- 30th July 1934 CONVEYANCE of this date made between William Brook Hirst of the one part and Arthur Hirst and the Vendor of the other part
- 21st July 1936 CONVEYANCE of this date made between the said Arthur Hirst of the first part the said Arthur Hirst and the Vendor of the second part and the Vendor of the third part
- 23rd December 1942 MORTGAGE of this date made between the Vendor of the one part and the Halifax Building Society of the other part with Statutory Receipt endorsed thereon dated 31st December 1943

EXECUTED by the Vendor and attested

SEALED by the Purchasers

REGISTERED at Wakefield on 6th September 1946 in
Volume 121 Page 71 Number 36

X MPT

1 9 5 6.

S U P P L E M E N T A L

Abstract of the Title

of

THE MELTHAM AND MELTHAM MILLS CO-OPERATIVE SOCIETY LIMITED to freehold property known as Manor Farm and Wilshaw Farm Meltham near Huddersfield in the County of York

6 8 8 8
3 6 1 2
1 0 1 3
1 0 5 1 2

110
413 1467
153 067
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ARMITAGE, SYKES & HINCHCLIFFE,
HUDDERSFIELD.