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# His Majesty's Majesty's Chancery of Conveyance is made the <sup>26th</sup> day of June One



thousand nine hundred and twenty six ~~Between~~ Between The Bingley  
Morton Shipley and Keighley Permanent Benefit Building  
Society (incorporated under the Building Societies Act 1874 (hereinafter  
called "the Society") of the first part, HARRY CLARKSON of Brooskells in the  
West Riding of the County of York Farmer (hereinafter called "the Vendor") of  
the second part and THOMAS WHITAKER SKELL of Highgate Clusburn  
in the said West Riding Worsted Dresser (hereinafter called "the Purchaser") of  
the third part ~~25 JUN 26~~.

1. By a mortgage dated the seventeenth day of March One thousand nine  
hundred and twenty three and made between the Vendor of the one part  
and the Society of the other part the Vendor being then seized in fee simple  
in possession free from incumbrances of the property hereinafter —  
described conveyed that property (with other property) unto the Society  
in fee simple by way of mortgage for securing payment to the Society  
of the principal sum of Three thousand two hundred and fifty pounds  
and the interest subscription fines and other monies therein more  
particularly mentioned.

2. By a further charge dated the thirteenth day of May One thousand  
nine hundred and twenty four and made between the Vendor of the one  
part and the Society of the other part the Vendor charged the property  
comprised in the recited mortgage with the payment to the Society of  
the further sum of seven hundred and fifty pounds as well as the  
said sum of Three thousand two hundred and fifty pounds making  
the aggregate mortgage debt of Four thousand pounds and with the  
interest subscription fines and other monies therein more —  
particularly mentioned.

3. By virtue of the Law of Property Act 1925 first Schedule part VII the  
said property became vested in the Society for a term of Three thousand  
years without impeachment of waste and the fee simple therein became  
vested in the Vendor subject to the said mortgage term.

4. The Vendor has agreed to sell the property hereinafter described to  
the Purchaser for an estate in fee simple in possession free from  
incumbrances at the price of Forty six pounds nine shillings and  
the Purchaser has agreed to enter into the covenants hereinafter contained.

5. The principal sum of Three thousand and seventy pounds —  
— — — and no more is owing to the Society upon the  
security of the recited mortgage and further charge and the Society has  
agreed to join with this conveyance in manner hereinafter appearing.

2000 This Deed witnesseth as follows:

1. In pursuance of the said agreement and in consideration of the  
sum of Forty six pounds nine shillings now paid by the  
purchaser by the direction of the Vendor to the Society (the receipt of which  
sum the Society hereby acknowledges and the payment whereof the  
Vendor hereby acknowledges) the Vendor as beneficial owner hereby —  
conveys and the Society as mortgagee and according to its tenor or  
interest in and by the direction of the Vendor hereby surrenders and —  
assigns unto the purchaser ~~2153~~ <sup>2152</sup> that plot of land situate near to  
Station Road Crosshills in the ancient parish of Kildwick in the West  
Riding of the County of York (lately part of a farm known as New  
Laithes Farm Crosshills aforesaid) containing in the whole one  
hundred and twenty nine square yards or thereabouts and —  
delimited on and more particularly described by the plan drawn on  
these presents and thereon coloured pink and brown and surrounded  
with a red boundary line together with rights of way (in common  
with the Vendor and all other persons entitled to the like rights or  
to whom the Vendor has granted or may hereafter grant similar  
rights) over and along the whole of the Road sixteen feet wide and  
the Road fifteen feet wide shewn on the said plan as and when the  
same shall be made and constructed and (so far only as the Vendor  
has power to grant the same) the like rights of way over and along  
the continuation twelve feet wide of the said Road fifteen feet wide  
connecting such Road with Station Road aforesaid And also the  
right at all times (in common as aforesaid) to use the main sewer  
for the time being laid under the said Roads and (so far only as the  
Vendor has power to grant the same) over the said Road twelve feet  
wide shewn on the said plan Reserving nevertheless unto  
the Vendor and his successors in title and all other persons to —  
whom he has or may hereafter grant similar rights a full and free  
right of way (in common with the purchaser) at all times hereafter  
and for all purposes over and along the portion hereby conveyed  
of the said Roads And also the right (in common as aforesaid)  
to use the main sewer for the time being thereunder And also  
the right to enter upon the portion hereby conveyed of the said Roads

for the purpose of executing any of the works which by virtue of these presents he is empowered to execute to hold the same (reserving as aforesaid and subject to the reservations covenants restrictions and other matters contained mentioned or referred to in a Conveyance dated the sixteenth day of March One thousand nine hundred and twenty three and made between Ethelclarie Gorain and Alfred Barstow Clark on of the first part the said Alfred Barstow Clark and Ewart Ratcliffe and Ethelclarie Gorain of the second part and the vendor of the third part so far as the same are still subsisting unperformed and capable of taking effect and affect the property hereby conveyed And subject also to the obligations of the purchaser covenants contained in the schedule hereto) with the purchaser in fee simple discharged from all principal money secured by and all claims under the recited mortgage and further charge or either of them and to the intent as respects the property hereby conveyed that the said mortgage term shall merge.

2. The purchaser hereby covenants with the vendor (so as to bind the property hereby conveyed) that the purchaser and the persons deriving title under him will henceforth at all times hereafter abide by observe and perform

(a) All the said reservations covenants restrictions and other matters contained mentioned or referred to in the said Conveyance of the sixteenth day of March One thousand nine hundred and twenty three so far as aforesaid and

(b) All and singular the covenants restrictions and stipulations contained in the schedule hereto.

3. The vendor hereby covenants with the purchaser and the persons deriving title under him that should the purchaser or any persons deriving title under him be deprived of the use of the Road twelve feet wide shew on the said plan for a period of three months or over then the vendor and the persons deriving title under him will forthwith provide communication between the Road fifteen feet wide shew on the said plan and a Road near thereto called Rotherdale Road so as to enable the purchaser and the persons deriving title through him to have a means of communication to the property hereby conveyed in addition to the right of way granted to him over and along the carriage Road sixteen feet wide shew on the said plan.

4. The Society hereby acknowledges the right of the purchaser to

production of the said conveyance of the sixteenth day of March  
One thousand nine hundred and twenty three and of the recited —  
Mortgage and Further Charge and to delivery of copies thereof and the  
Vendor hereby covenants with the Purchaser that so soon as the said  
documents or any of them shall come into the custody of the Vendor  
or the persons deriving title under him by reason of the satisfaction  
of the said mortgage debt or otherwise he or they will at the request  
and cost of the Purchaser or the persons deriving title under him.

(a) Give to him a Statutory Undertaking for their safe custody  
(b) That after the said documents or any of them shall have so  
come into custody as aforesaid and until such Undertaking  
as aforesaid shall be given the Vendor and the persons deriving  
title under him shall be subject to the same obligations, in  
all respects as if such Undertaking had been given while the  
said documents were in his or their possession.

5. And 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 two hundred pounds  
25/- witness whereof the Vendor and Purchaser have hereunto set  
their hands and seals and the Society have hereunto caused their  
Common Seal to be hereunto affixed the day and year first before written

C. J. C. G. D. S. C. C. C. C. hereinbefore referred to

X1. The Purchaser shall forthwith fence off the property hereby conveyed  
(excluding streetage) from the adjoining property of the Vendor and  
Society on the West side thereof such fence to be four feet in height at  
least and to be a stone wall or palisade fence sufficient to turn cattle  
sheep and lambs.

2. The Purchaser shall forthwith set apart so much of the said  
plot of land as on the said plan is shewn and coloured Brown to  
form part of the said new road and thereon shall when required  
by and to the satisfaction of the Vendor or his Surveyor for the time  
being at such levels and inclinations and generally in the  
manner required by the Vendor or his said Surveyor make from  
level macadamise paving kerb and channel the same and  
henceforth until the same shall become public highways shall  
maintain the same to the satisfaction of the Vendor or his said  
Surveyor.

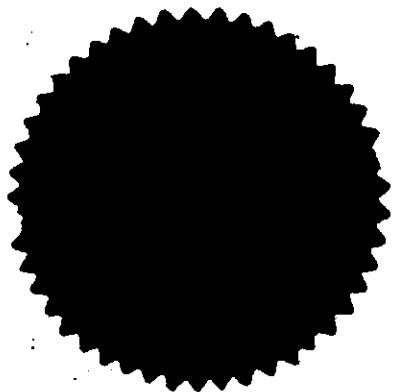
3. Notwithstanding anything contained in the last preceding

clause the Vendor may dismiss himself at such time and in such manner as he may think fit and without requiring or giving any Notice to the Purchaser to do so execute and do over and/or such of the works which are by this clause stipulated to be executed by the Purchaser but for the time being have not been actually completed or have not been executed in accordance with this clause and in any such case the costs incurred by the Vendor shall be paid by him by the Purchaser and if not so paid shall be recoverable as liquidated damages.

44 The Vendor may when and as he may think fit lay down and at all times hereafter maintain cleanse and renew the said new roads or either of them and the Purchaser shall pay to him a moiety of the costs of and incidental to the laying, cleansing, repairing, renewing and maintaining so much of the said pavers as is laid under the provisions of the said new roads or shall hereby be conveyed and in default of such payment as aforesaid the same shall be recoverable as liquidated damages.

5. All monies which may become payable by or recoverable from the Purchaser under either of the last two preceding clauses shall be — settled and determined by the Surveyor of the Vendor for the time being (whose decision shall be final) and shall be paid on demand and if not so paid (a) shall bear interest at the rate of five pounds per centum per annum from such demand until payment and (b) be a first charge upon the property and any buildings for the time being thereon in favour of the Vendor and his successors in title in addition and without prejudice to any personal liability of the Purchaser or his successors in title thereto.

The Common Seal of the Bingley,   
 Skipton, Shipley and Keighley Permanent   
 Benefit Building Society, was hereunto   
 affixed in the presence of



John St. John President  
Smith Dailey Secretary

Signed sealed and delivered  
by the said Harry Clarkson and  
Thomas Whitaker Steel in the  
presence of

Harry Clarkson

Thomas Whitaker Steel

Signature

Clarkson, Sawyer &  
Whitaker  
Rigby.

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Registered at the West Riding Registry  
Deeds at Wakefield the First of July 1926  
at 10. 0 a.m. in Volume 74 Page 657  
Number 205

C. M. Harrington Registrar

Dated 11<sup>th</sup> June

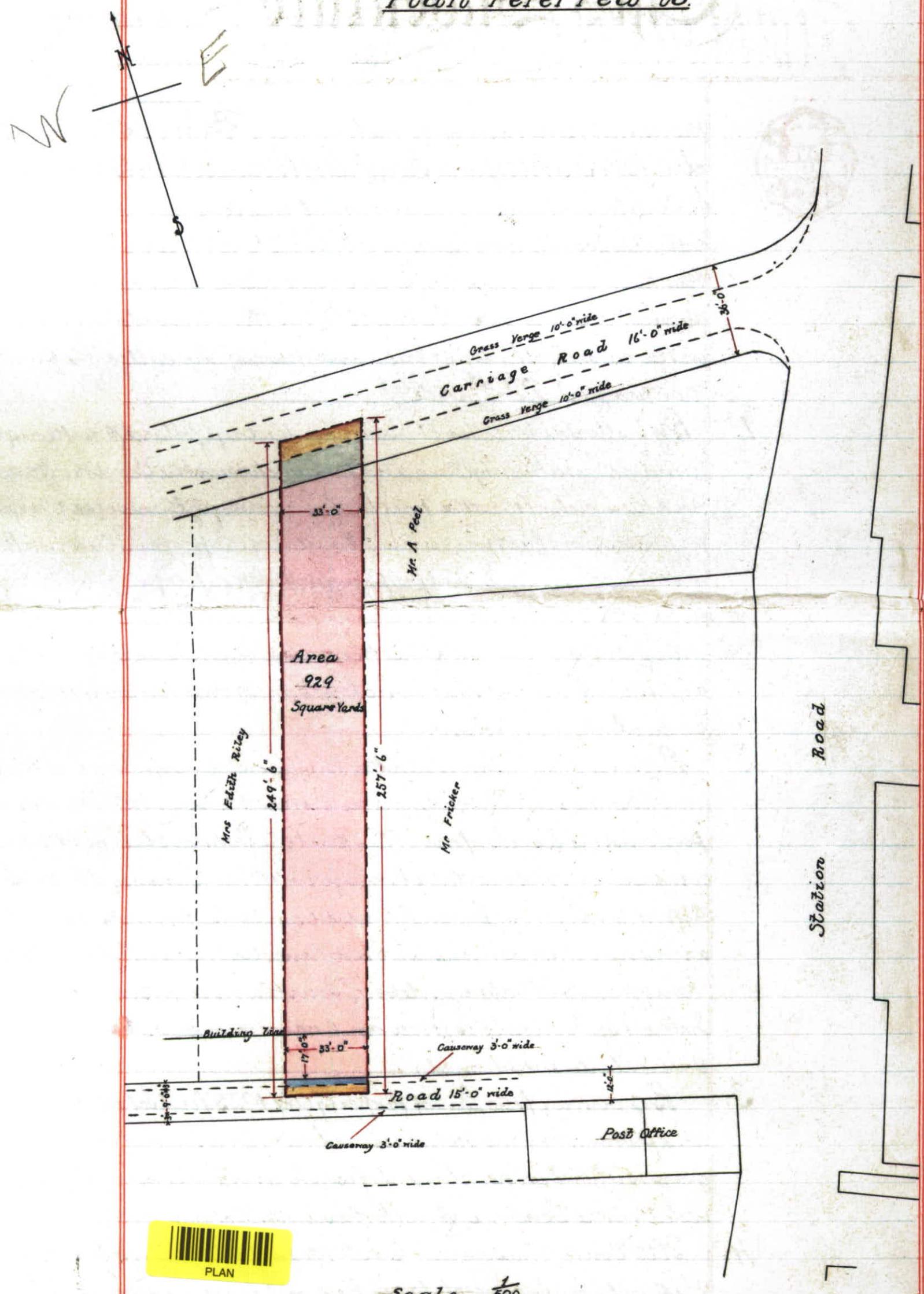
W Harry Clark

W Thomas W. Clark

Subscribers

of a plot of land situate at Crosshills with  
West Riding of the County of York.

Plan referred to.



James Hartley  
Arch<sup>t</sup> & Surveyor  
SKIPTON. June 1925.