Volume 27 Page 887 No. 3087

West Riding of Yorkshire. Registry of Deeds.

Registered at the West Riding Registry of Deeds on the seventh day of April 1923 at 10 o in the fore noon,

Registrar.

OFFICIAL COPY

Copy of an Indenture of Conveyance.

To be registered on behalf of THE COWLING PARISH Council of COWLING in the West Riding of the County of York.

Date Sixth day of February 1923.

Parties DOROTHY PICKLES.)
ELIZABETH SMITH.)
HANNAH COWGILL.) all of Cowling aforesaid
JANEY SMITH.) of the first part
MILLICENT BRIGG.)
PENNINAH SMITH.)

EVERETT BINNS.)
STEPHEN EMMOTT.) all of Cowling aforesaid.
PHILIP Alfred FISHER.)
JAMES WM. GOTT.) of the second part.
WATSON HARTLEY.)

THE COWLING CO-OPERATIVE SOCIETY LIMITED. of the third part and

THE PARISH COUNCIL OF COWLING aforesaid. of the fourth part.

Townships

C O W L I N G.

THE COMMON SEAL of The Cowling Parish Council)
was hereunto affixed in the presence of)

Everett Binns Chairman
Wright Snowden Member
James William Gott Member.

Exempt Stamp. RD

[Copy Deed]

THIS INDENTURE made the Sixth day of February 1923 BETWEEN DOROTHY PICKLES of Cowling in the West Riding of the County of York Widow ELIZABETH SMITH the wife of Alfred Smith of Laycock near Keighley in the said West Riding Grocer HANNAH COWGILL the wife of Albert Cowgill of Cowling aforesaid Manufacturer Janey Smith the wife of Edwin Smith of Cowling aforesaid Warpdresser MILLICENT BRIGG the wife of Robert Brigg of Cowling aforesaid Farmer and PENNINAH SMITH the wife of Thomas Smith of Fold House Cowling aforesaid Factory Overlooker (hereinafter called "the Vendors") of the first part EVERETT BINNS of Ashfield Cowling aforesaid Manufacturer STEPHEN EMMOTT of Park Road Cowling aforesaid Manager PHILIP ALFRED FISHER of Woodhouse Cowling

1.

OFFICE COPY

aforesaid Land Agent JAMES WILLIAM GOTT of Gill Top Cowling aforesaid Clothier and WATSON HARTLEY of Sunny Mount Cowling aforesaid Manufacturer (hereinafter called "the Purchasers") of the Second part THE COWLING CO-OPERATIVE SOCIETY LIMITED having its registered Office at Cowling aforesaid (hereinafter called "the Society") of the third part and THE PARISH COUNCIL of COWLING aforesaid (hereinafter called "the Council") of the fourth part WHEREAS the Vendors are seized of the hereditaments and premises hereinafter described and intended to be hereby conveyed as tenants in common in fee simple in possession in equal undivided shares and have agreed to sell the same to the Purchasers at the price of £640 AND WHEREAS it is intended that the said hereditaments and premises should be appropriated set apart and for ever used and maintained as a Recreation Ground for the inhabitants of the Parish of Cowling aforesaid as at present constituted and part thereof as a site for a permanentMemorial to the men of the Parish of Cowling aforesaid who fell in the Great War AND WHEREAS the said purchase money of £640 has been provided out of funds raised by public subscription for the purpose of providing such Recreation Ground and Memorial as aforesaid AND WHEREAS at a Meeting of the subscribers of the said fund held on the 24th day of February 1920 it was resolved that the said hereditaments and premises should become and be vested in Trustees but at a Meeting of the Council sitting as Managers of the Recreation Ground held on the 6th day of June 1921 it was deemed advisable and resolved that the said hereditaments and premises should be conveyed to and vested in the Council to be held by them for the purposes aforesaid and for the benefit of the inhabitants of the Parish of Cowling aforesaid as at present constituted in perpetuity the Management to be delegated to a Committee of Management composed in accordance with the declaration of Trust dated the 16th day of February 1923 under the seal of the Council AND WHEREAS the Council has agreed to accept a Conveyance of the said hereditaments and premises and to enter into the covenants and conditions on the part of the Council hereinafter contained and to be observed AND WHEREAS by an Indenture dated the 4th day of August 1899 and made between Joseph Hutchinson of the one part and The Beehive Industrial Co-operative Society Limited of the other part a certain right of road of way hereinafter mentioned was with other hereditaments and premises granted unto the said Beehive Industrial Co-operative Society Limited AND WHEREAS at a Special General Meeting held on the 17th day of February 1904 on the premises of The Beehive Industrial Co-operative Society Limited it was resolved that that Society and the Cowling Co-operative Society should be amalgamated on

OFFICE COPY

the following conditions viz:- (1) the name of the amalgamated Society should be The Cowling Co-operative Society Limited (2) The rules of the amalgamated Society should be the rules of The Cowling Co-operative Society Limited and (3) the amalgamated Society should be credited with all the assets of each of the above named Societies at the date of the registration of that resolution and should undertake all the obligations effecting either of the said Societies at that date AND WHEREAS the said resolution for the amalgamation of the said Societies was confirmed at a Special General Meeting held on the 14th day of March 1904 AND WHEREAS the said amalgamation received the assent of the Registrar of Friendly Societies on the day of AND WHEREAS the Society has since the date of such amalgamation been in undisputed and uninterrupted enjoyment and possession of the hereditaments and premises including the said right of road or way granted to the said Beehive Industrial Co-operative Society Limited as aforesaid AND WHEREAS the Society has agreed to join in these presents in order to release and convey unto the Council the said right of way or road as hereinafter mentioned NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £640 now paid to them by the Purchasers (the receipt whereof the Vendors do hereby acknowledge) the Vendors as Beneficial Owners and by the direction of the Purchasers do and each of them doth hereby convey and the Purchasers in consideration of the the said agreement and of the covenants on the part of the Council ~~herein~~ hereinafter contained as Beneficial Owners do hereby ~~confirm~~ convey and confirm unto the Council ALL THAT close of land situate at Cowling in the West Riding of the County of York on the north side of the Keighley and Colne Highway known by the name of the Cricket Field and containing by estimation 19657 square yards or thereabouts be the same more or less and which said close of land is more particularly delineated and shown on the map or plan annexed hereto and thereon edged round with red TOGETHER with the benefit of the covenants stipulations and declarations on the part of John William Midgley and persons claiming under him contained mentioned or referred to in two Indentures dated respectively the 25th day of November 1911 and the 27th day of November 1911 and respectively made between Benjamin Snowden Joseph John Hutchinson and James Wild of the one part and the said John William Midgley of the other part and between the said John William Midgley of the one part and the said Benjamin Snowden Joseph John Hutchinson and James Wild of the other part and on the part of the Society their successors and assigns contained in an Indenture dated the 4th day of August 1899 and made between Joseph Hutchinson of the

OFFICE COPY

one part and the Society of the other part AND together also with all rights easements and privileges conferred by the said three Indentures or any of them or otherwise and usually enjoyed with and effecting the same TO HOLD the same unto the Council for the benefit of the inhabitants of the Parish of Cowling aforesaid as at present constituted to the intent that the same shall be and remain for ever a Recreation Ground and permanent Memorial to the Men of the said Parish of Cowling who fell in the Great War Subject nevertheless to the right of public footway across the said hereditaments and premises and to all other rights of way water light drainage and other easements and to the covenants and conditions mentioned or referred to in the three above mentioned Indentures so far as the same are not hereinafter effected are now existing and capable of taking effect and as to those contained in the said Indenture dated the 4th day of October 1899 so far as the same

NOW THIS INDENTURE ALSO WITNESSETH that in consideration of the release and conveyance by the Council hereinafter contained the Society hereby releases and as Beneficial Owner conveys unto the Council and its assigns ALL THAT the right of road over and along the Western half of Britannia Road in Cowling aforesaid which right together with the Eastern half of the said road was granted and conveyed to the Beehive Industrial Co-operative Society Limited by the said Indenture of the 4th day of August 1899 as hereinbefore mentioned and all other rights claims and privileges whatsoever which the Society now has in upon or over the said Western half of the said road save and except the right of the Society to use and connect with existing sewers and drains under the said road To the intent that the Council and its assigns shall and may at all times hereafter hold and enjoy the said Western half of the said road free from the said right of road and all other easements claims and demands whatsoever of or by the Society its successors and assigns But subject to its liability to bear a portion of the costs of repair and maintenance of existing sewers and drains under the said road AND it is also witnessed that in consideration of the release and conveyance by the Society lastly hereinbefore contained and of the covenant by the Society hereinafter contained the Council hereby releases and as Beneficial Owner hereby conveys unto the Society its successors and assigns ALL THAT the right of road of the Council over and along the Eastern half of Britannia Road aforesaid and all other rights claims and privileges whatsoever which the Council now has in upon or over the same save and except the right to use and connect with existing sewers and drains under the said road To the intent that the Society its successors and assigns shall and may at all times hereafter hold and enjoy the said Eastern half of Britannia Road

COPY

aforesaid free from the said right of road and all other easements claims and demands whatsoever of or by the Council and its assigns but subject to the liability of the Society to bear a portion of the costs of repair and maintenance of such sewers and drains as aforesaid and subject also to the liability to make and maintain fences imposed upon the Society by the said Indenture of the 4th day of August 1899 AND The Society for itself its successors and assigns hereby covenants with the Council its successors and assigns to forthwith erect a good fence wall (to be in conformity with the wall belonging to the Recreation Ground adjoining the main road and to the satisfaction of the Council) at the sole cost and expense of the Society along the centre of the entire length of Britannia Road aforesaid the centre line of such wall to coincide with the centre line of Britannia Road aforesaid so that one half in width of the said wall shall rest on the land of the Council and the other half in width shall rest on the land of the Society such wall to become immediately on completion of erection the sole and absolute property of the Managers of the Recreation Ground and to be repairable and maintainable by them save and except in the case of damage caused by the Society its successors or assigns its or their tenants servants workpeople licensees and customers while being upon entering or leaving the premises of the Society and whether wilfully, negligently or otherwise and which damage the Society shall make good at its own cost AND the Council does hereby covenant with the Purchaser thier heirs executors administrators and assigns that the Council and its assigns will from time to time and at all times hereafter appropriate set apart use maintain and keep in good repair and conditions the said hereditaments and premises and will permit the inhabitants of the Parish of Cowling aforesaid to have the use and enjoyment of the same and will immediately upon the execution of these presents execute a deed declaring and setting forth the trusts of and concerning the same and upon which the same are held And the Council with the object and intent of affording to the Vendor and Purchasers and their respective heirs executors and administrators a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendors and Purchasers their heirs executors and administrators that the Council and its assigns will observe and perform the said covenants and restrictive conditions contained in the said Indentures so far as the same relate to the hereditaments and premises hereby conveyed and are still existing and capable of being enforced and will keep indemnified the Vendors and Purchasers their respective executors and administrators from and against

8 9 2

6

OFFICE COPY

all claims and demands in respect thereof IN WITNESS whereof the Vendors and Purchasers have hereunto set their hands and seals and the Society and Council have caused their Common Seals to be affixed the day and year first above written.

SIGNED SEALED AND DELIVERED by the said Dorothy Pickles Hannah Cowgill, Millicent Briggs ~~Fennimore~~ Smith, Everett Binns, Stephen Emmott Philip Alfred Fisher James William Gott, and Watson Hartley in the presence of

Emmott Snowden.
1, Starmire
Cowling. Ex. Railway Clerk.

Dorothy Pickles. L.S.
Elizabeth Smith L.S.
Hannah Cowgill L.S.
Janey Smith. L.S.
Millicent Briggs L.S.
~~Fennimore~~ Smith. L.S.
Everett Binns. L.S.
Stephen [illegible] L.S.
Philip A. Fisher. L.S.
James William Gott. L.S.
Watson Hartley. L.S.

Signed sealed and delivered by the said Elizabeth Smith in the presence of.

Emmott Snowden,
1, Starmire,
Cowling.

Signed sealed and delivered by the said Janey Smith in the presence of

Emmott Snowden,
1, Starmire
Cowling.

The Common Seal of the Cowling Co-operative Society Limited was affixed hereto in the presence of

Bright Laycock
Secretary.

The Common Seal of the Cowling Parish Council was affixed hereto in the presence of

Everett Binns (Chairman)
James William Gott
Wright Snowden
Members of the Council

Seal.

TO ALL TO WHOM THESE PRESENTS shall come The Parish Council of Cowling in the West Riding of the County of York (hereinafter called the Council) send greeting WHEREAS by an Indenture of Conveyance dated the sixthday of February One Thousand nine hundred and twentythree and made between Dorothy Pickles Elizabeth Smith Hannah Cowgill Janey Smith, Millicent Brigg and Penninah Smith of the first part Everett Binns Stephen Emmott Philip Alfred Fisher James William Gott and Watson Hartley of the second part The Cowling Co-operative Society Ltd of the third part and the Council of the fourth part a certain close of land known as The Cricket Field in Cowling in the West Riding of the County of York containing in the whole by admeasurement Nineteen thousand six hundred and fiftyseven square yards or thereabouts was for the valuable consideration therein mentioned conveyed unto the Council and its assigns for the purposes therein and hereinafter mentioned AND WHEREAS in the same Indenture the Council covenanted to execute a deed setting forth and declaring the Trusts concerning the said hereditaments and premises so conveyed to the Council as aforesaid by the said Indenture NOW THESE PRESENTS WITNESS that in pursuance and performance of such covenant the Council doth hereby declare that the Council is seised of the said hereditaments and premises and any Memorial and buildings now standing or to be erected thereon Upon Trust to permit the same to be used by and for the benefit o the inhabitants of the said Parish of Cowling as at present constituted from time to time and at all times hereafter as a Recreation Ground and a permanent Memorial to the Men of the said Parish who fell in the Great War and to ever hereafter set apart appropriate use and maintain the same as such and to permit and encourage to be played and held thereon all such games sports pastimes forms of physical excercise recreation and enjoyment as the Management Committee (hereinafter referred to) shall from time to time in their discretion think fit and Upon Trust to leave delegate and entrust the laying out and equipment of the said hereditaments and premises and the control management and arrangement of all matters in connection therewith and the form of recreation to be permitted thereon to a Management Committee (hereinafter called "The Managers") with power to the Managers to make such orders rules and stipulations as may be necessary for carrying their decisions and arrangements into effect And it is hereby declared that The Managers shall not sell or otherwise dispose of the said hereditaments and premise or any portion thereof nor use or permit the same to be used for any purpose whatsoever other than that of public recreation as aforesaid And it is also hereby declared that the rules and conditions governing the selection and appointment of the Managers shall be as follows:-

1. The Management Committee shall consist of ten persons five of whom shall be elected permanently and the remaining five shall be elected periodically as hereinafter mentioned.
2. The five Permanent Managers shall be residents in the Parish of Cowli aforesaid as at present constituted and their appointment shall be for life subject to their continuing so to reside.
3. All vacances in the office of permanent Managers whether by death or ceasing to reside in the said Parish aforesaid or otherwise shall be filled by the vote of the majority of the surviving permanent Managers
4. The first five permanent Managers shall be the persons whose names appear in the first part of the schedule hereto
5. The five elected Managers shall be appointed by the Parish Council of the said Parish of Cowling or such other local Authority as may in the future take its place.
6. The five elected managers may or may not be members of the Parish Council of Cowling aforesaid or of such other local authority but shall be resident in the said Parish at the time of election and in the event of any manager or managers ceasing to reside in the said Parish during his or their term of office such office shall be deemed vacated and the Parish Council aforesaid shall fill such vacancy or VACANCIES.

7. The period of office of the elected managers shall be five years one manager retiring in each year in rotation but being eligible for re-election
8. The first five elected managers and their respective period of appointments are as set forth in the second schedule hereto.
9. The Managers shall have power to elect their own Chairman Secretary and Treasurerthe two latter not being of necessity appointed or ~~or~~ elected members of the Committee of Man agers and in case they or either of them shall not be appointed or elected members of the Committee they or he shall act in a strictly official capacity only and shall not be entitled to vote.

And it is hereby declared as follows :-

1. It shall be lawful for the Managers to charge such sums of money by way of admission to the said hereditaments and premises and as entrance fees green fees subscriptions or otherwise as they in their absolute discretion shall think fit and out of the monies so received ro pay all expenses of the management and maintenance of the said hereditaments and premises as a recreation ground and the wages of all oerson employed by them theirin .
2. The Managers shall kepp proper books of account and shall on the .... day of.....in each year present to the Council a statement of account showing the income and expenditure for the year ending on the thirtyfirst day of March preceeding.
3. Any profits or surplus income shall be expended by the Managers in the improvement and maintenance of the said hereditaments and premise for the said purpose aforesaid and for the promotion of recreation and any loss or deficit shall be defrayed or made up so far as possibl by public subscription or in such other manner as the Managers shall think fit.
4. Nothing herein contained shall in the event of the proceeds or income derived from such or any other means as aforesaid being insufficent at any time or times for the purpose for which they are required operate so as to relieve the Council from its primary liability to maintain and equip the said hereditaments and premises in a manner suitable for the purpose aforesaid .
5. In the event of any dispute or question arising between the Managers upon which they xxx or a majority of them are unable to agree the same shall be referred to the Council and the decision of the Council in every such dispute or question shall be final In Witness whereof the Council has hereunto affixed its Common Seal this sixth day of February One Thousand nine hundred and twentythree

The First Schedule

Permanent Managers.

Everett Binns, Ashfield, Cowling. Manufacturer.
Stephen Emmott, Park Road,Cowling. Manager.
Philip Alfred Fisher, Woodhouse. Cowling.Land Agent.
James William Gott, Gill Top, Cowling Clothier.
Watson Hartley, Sunney Mount, Cowling. Manufacturer.

The Second Schedule.

Elected Managers.

Herbert North,5 Spring Gardens Cowling.	To retire	19?
Noel Henson, Schoolhouse, Cowling	" "	19?
Wright Snowden,13 Walton St. Cowling.	" "	19?
Jonas Laycock, 16 Sun St. Cowling	" "	19?
Isaac Emmott,Lower SummerHouse Cowling.	" "	19?

The Common Seal of the Cowling Parish Council was hereunto affixed in the presence of:-

Everett Binns, Chairman (Signed)
Herbert North. Member "
James W.Stansfield. Member "

Volume 29 Page 557 & 558

Plan refer

OFFICE COPY

WEST YORKSHIRE ARCHIVE SERVICE
PLAN UNCOLOURED
17 MAY 1996
Copyright restricted

