

ABSTRACT OF THE TITLE

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THE SELBY WAREHOUSING AND TRANSPORT COMPANY LIMITED to Freehold properties situate at Selby in the County of York known as Number 4 Housing Estate, Selby.

Stamp £1.

AN AGREEMENT made the Eleventh day of October One thousand nine hundred and thirty-two BETWEEN THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Railway Company") of the one part and OLYMPIA OIL AND CAKE COMPANY LIMITED whose Registered Office is situate at Unilever House Blackfriars London E.C.4. and SELBY WAREHOUSING & TRANSPORT COMPANY LIMITED whose Registered Office is situate at the Olympia Mills Barlby near Selby in the Coy of York (together hereinafter called "the Associated Companies") of the other part WHEREAS the Associated Companies their servants tenants agents and persons authorised by them have been accustomed to use the subway under the railway at Barlby which connects the lands belonging to the Selby Warehousing and Transport Company Limited on the South side of the railway with the private street belonging to that Company known as Recreation Road and which subway is delineated on the plan hereto annexed and thereon coloured red AND WHEREAS it has been agreed that the said subway shall be improved in manner hereinafter appearing

(This subway is in a direct continuation of Recreation Road)

NOW the Railway Company HEREBY AGREE with the Associated Companies and the Associated Companies hereby jointly and severally AGREE with the Railway Company as follows:-

1. THE Railway Company shall alter the said subway so that the same when altered shall have a headway of nine feet six inches

(inter alia)

1. A right of road with or without horses carriages carts motors and other vehicles for all purposes over and along the Road coloured brown on the plan hereto annexed which leads from the Barlby Main Road through the Olympia Mills yard and across the London & North Eastern Railway to Carr Lane



Firstly, I have once again reviewed the Conveyance dated 19 December 1938, by which the plot of land upon which Ousebank Cottages are now sited, was first sold off to the Bradford Property Trust (who presumably then developed the houses and sold them on as individual plots). I do not have either the original or a copy of the document itself, but its provisions are substantially reproduced on various registered titles. Those provisions indicate that Ousebank Cottages benefit from the following rights:-

a right of way, at all times, for all purposes and with or without vehicles, over and along Recreation Road, through the Recreation Road subway and over and along the continuation of Recreation Road lying to the south of the railway line and leading down to Ousebank Cottages; and a right to use the drains/sewers serving Ousebank Cottages and situated under the aforementioned roadways.

2. THE Associated Companies shall on demand repay to the Railway Company the cost (as certified by the Railway Company's Engineer whose certificate shall be final and binding on the Associated Companies) of the works to be executed by the Railway Company pursuant to Clause 1 hereof (hereinafter referred to as "the said works") and also on the execution of this Agreement pay to the Railway Company the sum of One hundred pounds being the capitalized cost of the Railway Company of maintaining the said subway additional to the cost which would have been incurred in maintaining the said subway if the same had not been altered pursuant to this Agreement or at the option of the Associated Companies a sum of Five pounds per annum in lieu of the before mentioned sum of One hundred pounds. Provided that in the event of the Associated Companies electing to pay the said yearly sum of Five pounds in lieu of the said sum of One hundred pounds such yearly sum shall be paid on the first day of November in every year the first payment to be made on the first day of November One thousand nine hundred and thirty two.

3. THE Associated Companies shall at their own expense carry out such alterations to the existing water pipe electric cable and drains at the said subway and provide such new drains as may in the opinion of the Railway Coy's Engineer be necessary for the efficient drainage of the said subway and the said water pipe electric cable and drains shall at all times hereafter be maintained by and at the expense of the Associated Companies

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4. THE Associated Companies hereby agree to bear the risk of and be responsible for all damage injury or loss whatsoever howsoever and whensoever caused arising directly or indirectly out of or in connection with the execution or maintenance of the said works (unless due to the negligence of the Railway Company) or any works to be carried out by the Associated Companies under this Agreement or the user of the said subway by the Associated Companies or persons lawfully authorised by them and the Associated Companies also agree to keep the Railway Company freed from and indemnified against all liabilities claims and demands whatsoever in respect of such damage injury or loss as aforesaid

5. WITHOUT prejudice to the existing rights of the Associated Companies when such payment as aforesaid shall have been made to the Railway Company the Associated Companies and their assigns and all persons authorised by them or any of them shall have a perpetual right of way with or without vehicles through the said subway in respect of all land now or heretofore belonging to the Associated Companies or either of them on the South side of the railway