

Date: 21<sup>st</sup> September 2018  
Our ref: RB/BI  
Your ref: Alan Evans



**Oldham**  
Council

Commons Registration Officer  
Oldham Council  
Civic Centre  
West Street  
Oldham OL1 1UL

**Corporate and Commercial  
Services  
Legal Services**  
Level 4, Civic Centre, West Street  
Oldham, OL1 1UL  
DX 710000 Oldham

Tel: 0161 770 4701

Dear Sir

**Land at Hodge Clough Road, Lower Sholver, Moorside, Oldham ("the Land")  
Town or Village Green Application made by Mr Fred Wilkinson dated 8.6.18  
("the Application")**

On behalf of Oldham Council as landowner of the Land, please find enclosed Objections ("the Objections") to the Application in respect of the Land in response to the Notice dated 8<sup>th</sup> August 2018 published by the Council as Commons Registration Authority together with exhibits 1-8 inclusive referred to in the Objections.

Please acknowledge safe receipt and contact the writer if you have any queries or wish to discuss any matter in connection with the Objections.

Yours faithfully,

**Rebecca Boyle**  
**Group Solicitor (Corporate)**  
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**IN THE MATTER OF:**

**LAND KNOWN AS 'HODGE CLOUGH' OFF HODGE CLOUGH ROAD,  
LOWER SHOLVER, MOORSIDE, OLDHAM**

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**OBJECTIONS ON BEHALF OF OLDHAM METROPOLITAN BOROUGH  
COUNCIL**

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**The Site**

1. The Application land ('the Land') is an area of 2.45 acres of open land known as 'Hodge Clough' at Hodge Clough Road, Lower Sholver, Moorside, Oldham. The freehold interest in the Land is owned by Oldham Borough Council who hold the Land in two registered absolute freehold titles being LA43936 and LA88157 (appendices OMBC1 and OMBC2). These objections are made on behalf of Oldham Metropolitan Borough Council ('the Council') of Civic Centre, West Street Oldham OL1 1UL.
2. The Moorside area lies some three kilometres northeast of the centre of Oldham, its eastern boundary stretching for just over a kilometre along the Ripponden Road (A672). Sholver is the most extensive of the two estates within Moorside and is

separated into two halves. Top Sholver, which is mostly social rented stock, (with older terraced dwellings on the Ripponden Road frontage) and Bottom Sholver (referred to by the Applicant as Lower Sholver) which is at a lower elevation and consists mainly private housing developed on land formerly occupied by social rented housing. The Land lies to the western edge of Bottom Sholver.

3. The Land was purchased by the Council in the 1960s (LA88157 – 26/06/66, LA43936 – 19/05/64) to construct a large estate of new houses and flats to rent, one of a number of such edge-of-town estates built to house the population of large areas of town centre housing which had in the 1950s been designated as substandard and earmarked for clearance. Building of the Sholver new housing began in May 1966 and was completed in 1971, the estate being built in two parts — Top and Bottom Sholver.
4. Large scale demolition occurred in the mid-1980s which was followed by redevelopment of Bottom Sholver with market housing in the 1990s.
5. The Land is in the form of an irregular rectangle. It forms an area of open grassland adjoining the unmaintained open moorland. The Land is maintained by the Council's Environmental Management Department. There is a gritting bin on the eastern edge of the Land. There is a street light sited on the eastern edge of the Land. The Land is regularly mowed by the Council.
6. That part of the Land within title LA43936 was purchased by the Council pursuant to Part V of the Housing Act 1957 (Appendix OMBC3). The Council does not know which specific statutory powers were utilised to purchase title LA88157. Attached as appendix OMBC5 is the witness statement of Deborah Taylor, an employee of the Council, confirming that the two deeds wallets for the title deeds for the Land are marked with a red symbol that denotes that the sites were acquired and held for housing purposes.
7. However, the Council possesses, for both titles, 'Deed Record Cards' (appendix OMBC4). The Deed Record Card for LA43936 is dated 19<sup>th</sup> May 1964. The Deed Record Card for LA88157 is dated 29<sup>th</sup> June 1966. The Deed Record Cards state the prices paid by the Council. Both Deed Record Cards list the titles as being acquired under the 'Housing' Committee. The Council considers the Deed Record Cards to provide sufficient evidence, on the balance of probabilities, that the Land was

acquired by the Council in 1964 and 1966 under its Housing Act powers. This conclusion is relevant to the 'as of right' test (see below). Appendix OMBC5 supports this evidence as referred to in paragraph 6 above.

### **Notification**

8. Oldham Metropolitan Borough Council is the Commons Registration Authority ('CRA') for the purposes of the Commons Act 2006.
9. By notice dated 8<sup>th</sup> August 2018 the Council as CRA gave notice of the Application to register the Land as a town or village green for the purposes of the Commons Act 2006. The deadline for any objection being 24<sup>th</sup> September 2018.

### **The Application**

10. The Application was made by Mr Fred Wilkinson by a Town or Village Green (Form 44) application received by Oldham Metropolitan Borough Council on 27<sup>th</sup> June 2018. The Application is accompanied by a statutory declaration in support signed by Mr Wilkinson and dated 8<sup>th</sup> June 2018.
11. Mr Wilkinson confirmed in the application form that the Application is pursued under s.15(2) of the Commons Act 2006.
12. Mr Wilkinson described the relevant locality for the Application at note 6 as: 'Saint James Ward, Lower Sholver, Moorside, Oldham. OL1 4PW. Hodge Clough Road'.
13. Mr Wilkinson provided the following justification at no.7 on the form:

*"The land known as: Hodge Clough Road', should be granted 'village green status', for the following reasons:*

1. *The land has been used for more than twenty years by the residents of Lower Sholver and Moorside for recreational activities: dog walking – football – rugby – cricket – kite flying – drone flying – cycling – bonfires (5 November) – snowman building – carol singing (Christmas).*
2. *The 'Green' is a focal point for our community and a safe place where children can play, close to their homes, and away from traffic.*

3. *In January 1996 'Barratt Homes Limited' paid 'Oldham Borough Council' the sum of thirty thousand pounds 'as a contribution towards the cost of providing an area of public open space.' 'Hodge Clough Road'.*
4. *The land is used by wildlife: deer – fox – bats."*

14. Mr Wilkinson stated on the Application that the Land is owned by 'Oldham Council'.

15. Under no.11 on Form 44 Mr Wilkinson states:

*'The land known as 'Hodge Clough Road' is being considered for housing development by 'First Choice Homes Oldham'. The land is the focal point of our close knit community. It is a place where many activities take place: dog walking – an activity for many people in the community/ Also a safe area for children to play'.*

16. The Application is supported by 11 signed letters<sup>1</sup> in support and a petition<sup>2</sup> with 125 signatures (some of these are repeated from the letters' authors). The table attached summarises the duration and nature of the claimed user.

17. The Council submits that the submitted evidence is of questionable value. A number of the letters are jointly signed so that the extent of use by specific individuals is indeterminate. The petition is supported by a broad statement of use which cannot apply universally to all signatories, for instance 'drone flying' has not existed as a pastime for 20 years.

18. The evidence submitted is not sufficient to justify the finding of a town or village green. Before the application could be approved and the existence of a green confirmed the evidence would require to be tested under examination at inquiry. The

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<sup>1</sup> Some with multiple signatures

<sup>2</sup> 'I agree that the field on Hodge Clough Rd should be granted village green status for the reasons stated below:

The green has been used for over 20 years by residents for the following activities: dog walking, bonfire on November 5<sup>th</sup>, snowman building, drone flying, kite flying, cycling, football, rugby, cricket, golf, frisbe [sic], rounders and children's party activities including bouncy castles. The green is also a communal place where chance meetings of participants of the above activities have forged and developed close neighbourhood ties and friendships. It is the heart, focal point of our community and a safe place where children can play close enough to their homes and away from traffic'.

Council reserves its right to cross examine any live witnesses called on behalf of the Applicant and to make submissions on the deficiencies of the evidence forms.

### **S.106 Agreements**

19. The Applicant places specific reliance upon a section 106 agreement entered into by the Council. on 11<sup>th</sup> January 1996 Oldham Borough Council and Barratt Homes Limited entered into an agreement ('the 1996 Agreement') under s.106 of the Town and Country Planning Act 1990 ('the TCPA'). The 1996 Agreement was entered into in relation to a planning application (ref: 033351/95) made by Barratt Homes Ltd in relation to 'land at Hough Clough Road, Oldham'. Item 3 of the 1996 Agreement states 'the Developer [Barratts Homes Limited] shall upon completion of this Planning Obligation pay to the Council the sum of £30,000 (receipt whereof is hereby acknowledged) as a contribution towards the cost of the Council providing an area of public open space in the area of the Land and the Council shall within a reasonable period provide and lay out the area of public open space'.
20. The land the subject of the 1996 Agreement is to the immediate north, north east, and east of the Land the subject of the Application (see plan attached at appendix OMBC7). There is no plan or information in the Council's possession to confirm where the sum paid by Barratts under the 1996 s.106 Agreement was applied. If the Applicant is suggesting the Land was the land laid out for public open space then he has fundamentally undermined his application as the use of the Land would not be as of right (see Barkas). The Council cannot confirm the Land was the public open space laid out as a result of the 1996 Agreement.
21. However, the Council entered into a s.106 on 6<sup>th</sup> June 1995 ('the 1995 Agreement') with Lovell Partnerships (Northern) Limited. The 1995 Agreement relates to the development for housing of land under titles GM619490 and GM216307. Paragraph 8 of the 1995 Agreement provides:
  - '8. In consideration of the sum of £29,965.65 paid by the Developer to the Council on the date hereof (the receipt of which the Council hereby acknowledges) the Council will within a reasonable period provide and layout

the area of public open space shown edged blue on the plan marked 'Public Open Space' annexed hereto'.

22. The Council's copy of the 1995 Agreement does not have the annexed Public Open Space plan. However, the titles to both LA88157 and LA43936 make specific reference to the 1995 Agreement:

'An Agreement dated 6 June 1995 affecting the land edged blue on the title plan and other land made between (1) Oldham Borough Council and (2) Lovell Partnerships (Northern) Limited relates to planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.'

23. On title LA88157 the Application Land is coloured blue. On title LA43936 the Application Land is outlined in blue. The Council considers that on the balance of probabilities the Land the subject of this Application is the land laid out for Public Open Space under the 1995 Agreement. This conclusion is relevant to whether any use of the Land has been 'as of right' (see below).

### **APPROACH AND BURDEN OF PROOF**

24. The process of determination involves simply applying the law to the facts; there is no discretion, nor are land use merits material.

25. The burden of proving that land has become a TVG lies on the applicant, on the balance of probabilities. In **Beresford v Sunderland City Council [2003] UKHL 60**, Lord Bingham quoted Pill LJ in **R v Suffolk CC ex parte Steed (1996) 75 P&CR 102 at 111**:

*"it is no trivial matter for a landowner to have land, whether in public or private ownership, registered as a town green..."*

continuing:

*"It is accordingly necessary that all ingredients of this definition should be met before land is registered, and decision-makers must consider carefully whether the land in question has been used by the inhabitants of a locality for indulgence in what are properly to be regarded as lawful sports and pastimes and whether the temporal limit of 20 years' indulgence or more is met."*

26. It is necessary, in order to achieve registration under the CA 2006, for all the relevant elements to be established. Therefore if an application fails on one element, it must fail overall; where there is a fundamental flaw, a claim cannot be rescued by success in relation to all the other elements.

### **Legal Framework**

27. The Application in question has been made under s.15(2) Commons Act 2006 (“CA”). This section provides as follows:

#### ***15 Registration of greens***

*(1) Any person may apply to the commons registration authority to register land to which this Part applies as a town or village green in a case where subsection (2), (3) or (4) applies.*

*(2) This subsection applies where–*

- (a) a significant number of the inhabitants of any locality, or of any neighbourhood within a locality, have indulged as of right in lawful sports and pastimes on the land for a period of at least 20 years; and***  
***(b) they continue to do so at the time of the application.***

...

*(6) In determining the period of 20 years referred to in subsections (2)(a), (3)(a) and (4)(a), there is to be disregarded any period during which access to the land was prohibited to members of the public by reason of any enactment.*

*(7) For the purposes of subsection (2)(b) in a case where the condition in subsection (2)(a) is satisfied–*

- (a) where persons indulge as of right in lawful sports and pastimes immediately before access to the land is prohibited as specified in subsection (6), those persons are to be regarded as continuing so to indulge; and*



*(b) where permission is granted in respect of use of the land for the purposes of lawful sports and pastimes, the permission is to be disregarded in determining whether persons continue to indulge in lawful sports and pastimes on the land “as of right”.*

...’ **emphasis added**

28. The CRA is required to either accept or reject the application solely on the facts. Any other issues, including those of desirability or community needs are not legally relevant and cannot be taken into consideration. The CRA must decide whether the application fully meets all the elements of qualifying use for land to have become capable of registration as a TVG. The applicant must establish on the balance of probabilities (the civil standard of proof) that use had been;

- i) by a significant number of the inhabitants,
- ii) of any locality or of a neighbourhood within a locality,
- iii) having indulged “as of right” (i.e. without force, secrecy or permission),
- iv) in lawful sports and pastimes,
- v) on the land,
- vi) for a period of at least twenty years,

**“A significant number of the inhabitants of any locality, or of any neighbourhood within a locality”**

29. None of the terms in this element of the requirements is defined in the CA 2006. The phrase is, however, taken from s.22 (1A) of the Commons Registration Act 1965, as amended by Countryside and Rights of Way Act 2000.

**Significant number**

30. “Significant number” under the 1965 Act was considered in **R (oao) McAlpine Homes Ltd v Staffordshire County Council [2002] EWHC 76** by Sullivan J. He said (para 71):

*"... In my judgment the inspector approached the matter correctly in saying that 'significant', although imprecise, is an ordinary word in the English language and little help is to be gained from trying to define it in other language. In addition, the inspector correctly concluded that, whether the evidence showed that a significant number of the inhabitants of any locality or of any neighbourhood within a locality had used the meadow for informal recreation was very much a matter of impression. It is necessary to ask the question: significant for what purpose? In my judgment the correct answer is provided by Mr Mynors on behalf of the council, when he submits that what matters is that the number of people using the land in question has to be sufficient to indicate that their use of the land signifies that it is in general use by the local community for informal recreation, rather than occasional use by individuals as trespassers."*

31. The Application was made on the basis that the relevant area was 'St James Ward'. The population of St James Ward in 2016 was 11,862 (Ward profile at Appendix OMBC6). If all of the submitted evidence and signatures are relied upon, the Application is supported by 85<sup>3</sup> individuals. This is not a significant number of the population of St James Ward.
32. In spite of the terms of the Application, if the smaller area of Sholver (within St James Ward) were relied upon the population of the area is 5500ca (The Office of National Statistics – Mid Year Estimates 2016). It is submitted that 85 is not a significant number of the inhabitants of Sholver. The population of Bottom Sholver (the part of Sholver wherein the Land is located) is understood to be circa 3800 (The Office of National Statistics – Mid Year Estimates 2016). It is submitted that 85 is not a sufficient number in a population of 3800 to indicate 'general use by the local community' (McAlpine v Staffordshire).

### Locality

33. A "locality" was interpreted in the pre-2006 Act case law as an area known to law, or some recognised administrative division of the county: see MoD v Wiltshire County

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<sup>3</sup> This is based upon assuming (generously) that all signatories to the petition are actual inhabitants who have used the Land (but excluding repeated names).

**Council [1995] 4 All ER 931; R (oao Laing Homes Ltd) v Buckinghamshire County Council [2004] JPL 319.** More recently the Court of Appeal considered the requirements of “locality” and “neighbourhood” within a locality in **Leeds Group Plc v Leeds City Council [2010] EWCA Civ 1438.** The Court held that the singular “neighbourhood” in the definition included the plural “neighbourhoods”. They considered that there was no reason to disapply the presumption in s.6(c) Interpretation Act 1978. The Court referred to Lord Hoffmann’s consideration of the word “neighbourhood” in his speech in **Oxfordshire County Council v Oxford City Council [2006] UKHL 25,** where he said (at para 27):

*‘ “Any neighbourhood within a locality” is obviously drafted with a deliberate imprecision which contrasts with the insistence of the old law upon a locality defined by legally significant boundaries. I should say at this point that I cannot agree with Sullivan J. in R (Cheltenham Builders Ltd) v South Gloucestershire DC [2004] JPL 975 that the neighbourhood must be wholly within a single locality. That would introduce the kind of technicality which the amendment was clearly intended to abolish. The fact that the word “locality” when it first appears in subsection (1A) must mean a single locality is no reason why the context of “neighbourhood within a locality” should not lead to the conclusion that it means “within a locality or localities”.’*

34. Any chosen locality must be an area of recognised administrative significance and certainty. Any chosen neighbourhood must be an area of pre-existing community significance; see at para 79, **Oxfordshire and Buckinghamshire Mental Health Trust [2010] EWHC 530 (Admin.)** where HHJ Waksman QC said of the term neighbourhood:

*“The factors to be considered when determining whether a purported neighbourhood qualifies are undoubtedly looser and more varied than those relating to locality ... but, as Sullivan J. stated in Cheltenham Builders ... a neighbourhood must have a sufficient degree of (pre-existing) cohesiveness. To qualify therefore, it must be capable of meaningful description in some way. This is now emphasised by the fact that under the Commons Registration*

*(England) Regulations 2008 the entry on the registry of a new TVG will specify the locality or neighbourhood referred to in the application.”*

35. St James Ward is self-evidently a recognised locality known to law. This is the locality relied upon by the Applicant. The choice of such a large locality by the Applicant has consequences for the ‘significant number’ test (see above).
36. The Council notes the case law on neighbourhood above (and relied upon within the Objection of First Choice Homes Oldham dated 12<sup>th</sup> September 2018) but notes that no neighbourhood is claimed or relied upon within the application. For the sake of completeness the Council submits that smaller ‘neighbourhoods’ would still not lead to the Application satisfying the ‘significant number’ test (see above).

#### **“Indulged in lawful sports and pastimes”**

37. “Lawful Sports and pastimes (LSP) ” was held by Lord Hoffmann in **R v Oxfordshire County Council ex parte Sunningwell Parish Council [2000] 1 AC 335, 356 H**, to be a “single composite class”. He continued:

*“Class C is concerned with the creation of TVGs after 1965 and in my opinion sports and pastimes includes those activities which would be so regarded in our own day. I agree with Carnwath J, in **R v Suffolk County Council, ex p. Steed (1995) 70 P&CR 487, 503**, when he said that dog walking and playing with children were, in modern life, the kind of informal recreation which may be the main function of a village green.”*

38. The use of the Land by varied wildlife (bees, badgers, ducks, deer, bats or foxes) is not within the meaning of LSP for the purposes of the Commons Act 2006.
39. The claimed use of the Land for ‘drone flying’ cannot have occurred upon the Land for 20 years.

#### **“As of Right”**

40. In **Sunningwell**, the House of Lords held that the test for a Class C green equated to that for prescription: user nec vi, nec clam, nec precario – not by force, not by stealth and not by permission. What matters is not the state of mind of the users, but the outward appearance of their user, judged by the yardstick of the reasonable landowner.

41. In **Newnham v Willison (1987) 56 P&CR 8**, the court was considering a claim to a prescriptive easement. The Court of Appeal approved passages from Megarry and Wade's Law of Real Property in the following terms:

*“In Megarry and Wade the following passage in my view presents a correct summary of the position on the authorities. The heading is ‘User as of Right’:*

‘The claimant must show that he has used the right as if he were entitled to it, otherwise there is no ground for presuming that he enjoys it under a grant. From early times English authorities have followed the definition of Roman law: the user which will support a prescriptive claim must be user nec vi, nec clam, nec precario (without force, without secrecy, without permission). The essence of this rule is that the claimant must prove not only his own user but also circumstances which show that the servient owner acquiesced in it as in an established right. Since the necessary conditions are negative, it is usually the servient owner who alleges that the user was either forcible, secret or permissive; but the burden of proof on these matters nevertheless rests on the claimant.’

*“Then the authors deal with forcible user, saying that it extends not only to user by violence, as where a claimant to a right of way breaks open a locked gate, but also to user which is contentious or allowed only under protest and there are references to Eaton v. Swansea Waterworks and Dalton v. Angus. The text goes on:*

‘If there is a state of “perpetual warfare” between the parties there can obviously be no user as of right; and if the servient owner chooses to

resist not by physical but by legal force... the claimant's user will not help a claim by prescription.'

42. The Supreme Court Judgement given on 21 May 2014 in R (on the application of Barkas) (Appellant) v North Yorkshire County Council and another (Respondents) is the leading authority on whether use has been "as of right", which satisfies the legal criterion for registration, or "by right", which does not. In the words of Lord Neuberger:

" 24...where the owner of the land is a local, or other public authority which has lawfully allocated the land for public use (whether for a limited period or an indefinite period), it is impossible to see how, at least in the absence of unusual additional facts, it could be appropriate to infer that members of the public have been using the land "as of right", simply because the authority has not objected to them using the land. It seems very unlikely that, in such a case, the legislature could have intended that such land would become a village green after the public had used it for twenty years. It would not merely be understandable why the local authority had not objected to the public use: it would be positively inconsistent with their allocation decision if they had done so. The position is very different from that of a private owner, with no legal duty and no statutory power to allocate land for public use, with no ability to allocate land as a village green, and who would be expected to protect his or her legal rights."

43. Also at [46] he said this:

The field was, as I see it, 'appropriated', in the sense of allocated or designated, as public recreational space, in that it had been acquired, and was subsequently maintained, as recreation grounds with the consent of the relevant Minister, in accordance with section 80(1) of the 1936 Act: public recreation was the intended use of the Field from the inception.

44. At [65] Lord Carnwath also states:

'Where the owner is a public authority, no adverse inference can sensibly be drawn from its failure to 'warn off' the users as trespassers, if it has validly

and visibly committed the land for public recreation, under powers that have nothing to do with the acquisition of village green rights’.

45. This was to be contrasted with Oxfordshire County Council v Oxford City Council [2006] 2 AC 674 where, although the land was in public ownership, it had not been laid out or identified in any way for public recreational use and indeed was largely inaccessible ... (and where) .. It was held that the facts justified the inference that the rights asserted were rights under the 1965 Act.

46. The question then, arising from the decision in Barkas, is whether land has been lawfully allocated under statutory powers for public recreation? If it has then user will not have been ‘as of right’ as the public will already have an entitlement to use the land for recreation. Barkas accordingly makes it clear that the public use or recreational use of land pursuant to a statutory power to provide recreation land would be sufficient to entitle local inhabitants to use the land for that purpose so as to defeat a claim to that use being ‘as of right’.

47. At [23] in Barkas Lord Neuberger said this:

Where land is held for that purpose, and members of the public then use the land for that purpose, the obvious and natural conclusion is that they enjoy a public right, or a publicly based licence, to do so. If that were not so, members of the public using for recreation land held by the local authority for the statutory purpose of public recreation would be trespassing on the land, which cannot be correct.

48. The use of the Land by local inhabitants has not been without permission but rather by licence from the Council as owner of the Land. The Land has been held by the Council for the whole of the claimed period for recreational purposes stemming from its powers to acquire land under the Housing Acts<sup>4</sup>. Further, the Council has laid out the Land for use as Public Open Space under the 1995 Agreement with Lovell’s. The laying out and maintenance of the Land as Public Open Space since 1995 is **fatal** to the Applicant’s claim that the Land should be registered as a town or village green.

**“For a period of at least 20 years”**

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<sup>4</sup> In Barkas the land was held under the Housing Act 1936.

49. The evidence provided by the Applicant and supporters is very limited as to the period of use. The petition is generalised and essentially a statement of support rather than confirmation of 20 years user. Only five of the letters claim more than 20 years of use and one of them (Miss Williamson) has moved away from home so that her use is, presumably, no longer that of an inhabitant of the locality. Similarly, it is not clear that the letter of J D Braddock is claiming any current use by inhabitants. The issue of twenty years user is one that would have to be tested by examination of the evidence in inquiry.

## **DOCUMENTS**

50. Appended to these objections are all the documents concerning the land which have been found in searches of the files held by the Council.

## **CONCLUSION**

51. The Council submits that the application should fail for all the reasons set out in this document.

52. Specifically:

- i. the application has not demonstrated user by a 'significant number' of the inhabitants of St James ward.
- ii. the use of the Land has been under licence from the Council as Public Open Space and not 'as of right'.
- iii. the Applicant has not demonstrated 20 years user of the Land

53. The Council reserves the right generally to refine, alter or amend these objections in light of any further material or clarification from the Applicant; in the event that more



relevant documents and evidence is discovered. It also reserves the right to submit such material.

54. The Council reserves the right to produce such relevant witness statements and/or statutory objections that is considered necessary to support its objections at any inquiry.

Anthony Gill

KINGS CHAMBERS

MANCHESTER

20<sup>th</sup> September 2018

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMBC **1**



## Official copy of register of title

Title number LA43936

Edition date 04.05.2012

This official copy shows the entries on the register of title on 07 AUG 2018 at 15:53:07.

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 07 Aug 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Fylde Office.

### A: Property Register

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

GREATER MANCHESTER : OLDHAM

- 1 (10.06.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 56 to 66 (even numbers) Sholver Fold and land lying to the West and South West of Sholver Lane.
- 2 The land tinted green on the title plan is not included in the registration.
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The Transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 5 (20.01.1997) The title plan has been subdivided into two parts.
- 6 (07.05.1998) The title plan has been subdivided into three parts.
- 7 (04.05.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 7 February 2011 referred to in the Charges Register.

### 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 (10.06.1964) PROPRIETOR: OLDHAM BOROUGH COUNCIL of PO Box 33, Civic Centre, West Street, Oldham OL1 1UL.

### C: Charges Register

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

## Title number LA43936

- 1 The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance dated 17 December 1936 made between (1) Thomas Mellodew and Company Limited (Vendors) and (2) Edmund Spencer (Purchaser):-

"EXCEPT AND RESERVING nevertheless unto the Vendors:-

1. The right to pass and repass with or without animals carriages and other vehicles over and along the roads and passages or portions of roads and passages as are comprised in the property hereby conveyed and assigned.

2. The full and free right of running of water and soil to and from any other land and buildings of the Vendors through the gutters drains sewers pipes and watercourses upon the land and premises hereby conveyed and assigned and to enter upon the said premises for the purpose of making any connections with or repairs to such gutters drains sewers pipes and watercourses making reasonable compensation to the Purchaser and his successors in title for any damage caused thereby."

- 2 A Conveyance and Assignment of the land tinted pink on the title plan dated 8 February 1960 made between (1) William Henry Spencer and Edmund Spencer and (2) Thomas Platt contains restrictive covenants and reserves rights.

-NOTE: Copy filed under OL5899.

- 3 The land is subject to rights of drainage and ancillary rights of entry.

- 4 The paths and passages are subject to rights of way.

- 5 (24.10.1995) An Agreement dated 6 June 1995 affecting the land edged blue on the title plan and other land made between (1) Oldham Borough Council and (2) Lovell Partnerships (Northern) Limited relates to planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

The said Agreement also contains covenants.

-NOTE: Copy filed under GM216307.

- 6 (29.01.1996) A Licence Agreement dated 11 January 1996 affecting the land edged yellow on the title plan and other land made between (1) The Oldham Borough Council and (2) Barratt Homes Limited relates to building development and planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

-NOTE: Copy filed under GM619490.

- 7 (10.10.1996) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

- 8 (20.01.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 5 January 1998 made between (1) The Oldham Borough Council (Grantor) and (2) Norweb PLC (Grantee):-

IN pursuance of the said agreement the Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement Land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on that part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system

2. THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise

## C: Charges Register continued

for the time being in force affecting the same

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

(c) That if the Grantee carries out any excavations in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor with intent to bind the Easement Land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agents upon the Easement Land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

NOTE: The Easement Land referred to above is hatched blue on the title plan so far as it affects the land in this title.

9 (07.05.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 23 April 1998 made between (1) The Oldham Borough Council (The Grantor) and (2) Norweb PLC (The Grantee):-

"The Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system.

THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

## C: Charges Register continued

(c) That if the Grantee carries out any excavation in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

(a) in this clause the expression:

(1) "Develop" includes redevelop

(2) "Property" means all that freehold land comprised in title numbers LA88157 LA43936 GM216307 GM619490 LA115192 and OL6770

(3) "Alternative Route(s)" means a route or routes within the Property as near as possible to the Easement Land as shall be approved by the Grantee as a suitable alternative for the Grantee's purpose

(b) If the Grantor shall desire to Develop the Property and it is necessary for such development to include the Easement Land or any part thereof and shall have obtained Planning Permission for such development the Grantee will release to the Grantor such of the rights and liberties hereby granted as require to be released subject to the following terms and conditions:

4.1 The Grantor shall give to the Grantee not less than twelve month's notice in writing of its desire to implement this clause

4.2 On or before the expiration of the said notice the Grantor shall (subject to investigation and approval of title by the Grantee's Solicitor) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Grantor) and without payment of any consideration by the Grantee grant in fee simple easements to the Grantee in respect of alternative route(s) for the laying of the underground electric lines such grant to be in the like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

4.3 Subject to all necessary labour and materials being available but as soon as practicable after completion of the grant of easements in respect of the alternative route(s) the Grantee shall (in the following order of events):-

(i) complete the laying of the underground electric lines along the alternative route(s) and the bringing into use thereof

(ii) remove so far as necessary the underground electric lines installed pursuant to such of the rights and liberties hereby granted as are required to be released or render dead such underground electric lines

(iii) surrender such of the rights and liberties hereby granted as are required to be released

PROVIDED THAT:

(a) if the Grantee or its contractors are prevented from complying with sub-clause 4.3 by reason of outbreak of war or civil insurrection or fire tempest frost inclement weather or other inevitable cause or accident or strike or lock out of workmen or the failure of the Grantee to obtain satisfactory supplies materials or labour or by reason of accident to the works or force majeure or by reason of the Grantee either having to redeploy the workforce assigned to carry out the works in order to carry out emergency work or repairs to its electricity plant and electric lines or by reason of any unavoidable cause for which the Grantee is not responsible in each such case the Grantee shall be allowed such extensions of time as are reasonable in the circumstances



## C: Charges Register continued

(b) notwithstanding any provision of this sub-clause 4.3 the Grantee shall not under any circumstances be liable to the Grantor for any special indirect or consequential loss or damage arising under contract or otherwise including negligence and breach of statutory duty The term "consequential loss" shall include but is not limited to costs claims damages or expenses calculated by reference to loss or reduction of revenue or profit or loss of contracts (provided that nothing in this sub-clause shall be construed as an attempt to exclude or limit the liability of the Grantee in negligence for death of or injury to any person)

4.4.1 The Grantor shall (to which effect the Grantor hereby covenants) be liable for and pay to the Grantee the costs charges and expenses incurred or sustained by the Grantee in or arising out of:

(i) the laying of the underground electric lines along the alternative route(s)

(ii) the removal as aforesaid of the underground electric lines from the land the subject of the rights and liberties hereby granted required to be released as aforesaid

(iii) the preparation and completion of the documentation required in respect of easements for the alternative route(s) and the surrender of such of the rights and liberties hereby granted as are required to be released as aforesaid including stamp duty and (if appropriate) all Land Registry fees for noting thereof on the Register of the Title relating thereto

4.4.2 The Grantor and the Grantee shall take into account betterment and/or deferment of renewal in calculating the said costs charges and expenses incurred or sustained by the Grantee referred to in clause 4.4.1. hereof in that the cost of diverting the underground electric lines due to development only relates to the underground electric lines installed pursuant to such of the rights and liberties hereby granted or equivalent replacement underground electric lines and not the cost of any additional or higher voltage underground electric lines which the Grantee may wish to lay along the alternative route(s)

AND without prejudice to the foregoing if required by the Grantee so to do shall as a condition precedent to the completion of such grant make a payment to the Grantee of the estimated amount of such costs charges and expenses and the Grantee will (as it hereby covenants so to do) repay to the Grantor the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses

4.5.1 That if the Grantor shall at any time during which this Deed remains effective consider that the Grantee has ceased to make any substantive use of the Easement land for the exercise of the rights and liberties hereby granted for a continuous period of not less than one year then:

(a) the Grantor may at any time thereafter serve written notice on the Grantee requesting the Grantee to provide reasonable evidence that in the Grantee's reasonable opinion the Grantee does have a bona fide present or future requirement to use the Easement Land

(b) the Grantee shall within a reasonable period (but in any event not exceeding three months) of the receipt of the said written notice supply to the Grantor such evidence as is mentioned in sub-clause (a) above

4.5.2 In the event that the parties agree that the Grantee is unable to provide satisfactory evidence as aforesaid the Grantee shall surrender this Deed without any consideration and the Grantor shall (a) accept the surrender and (b) release the Grantee from its covenants and other obligations under this Deed

4.5.3 Prior to any surrender of this Deed pursuant to this Clause 4 the Grantee shall at its own expense ensure that the Electric Cables are disconnected and made safe the Grantee making good any damage caused to

## C: Charges Register continued

the Easement Land or the said adjoining property of the Grantor to the reasonable satisfaction of the Grantor

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

The said Deed also contains the following covenants by the Grantor.

"THE Grantor with intent to bind the Easement land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agent upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines."

NOTE: The Easement Land referred to has been shown hatched brown on the title plan so far as it affects the land in this title.

- 10 (04.05.2012) A Transfer of the land edged and numbered MAN192489 in green on the title plan and other land dated 7 February 2011 made between (1) Oldham Borough Council and (2) First Choice Homes Oldham Limited contains restrictive covenants by the vendor.

-NOTE: Copy filed under MAN149279.

## Schedule of notices of leases

1	10.10.1996 1 & 2	Part of 11 Dalesman Drive	26.07.1996 999 years from 1.7.1995	GM732777
	NOTE: The lease comprises also other land			
2	18.12.1996 3	83 Hodge Clough Road	01.11.1996 999 years from 1.7.1995	GM739426
	NOTE: The lease comprises also other land			
3	20.01.1997 4	2 Mellodew Drive	12.12.1996 999 years from 1.7.1995	GM741515
4	20.01.1997 5	1 Mellodew Drive	29.11.1996 999 years from 1.7.1995	GM741519
	NOTE: Lease comprises also other land			
5	07.02.1997 6	4 Mellodew Drive	12.12.1996 999 years from 1.7.1995	GM743150
6	07.02.1997	50 Hodge Clough Road	19.12.1996 999 years from 1.7.1995	GM743172
7	10.02.1997 8	3 Mellodew Drive	11.12.1996 999 years from 1.7.1995	GM743312
	NOTE: Lease comprises also other land			



Title number LA43936

Schedule of notices of leases continued

8	24.02.1997 9	52 Hodge Clough Road	19.12.1996 999 years from 1.7.1995	GM744180
9	26.03.1997 10	56 Hodge Clough Road	17.01.1997 999 years from 1.7.1995	GM746329
10	27.03.1997 11	48 Hodge Clough Road	07.03.1997 999 years from 1.7.1995	GM746414
11	27.03.1997 12	54 Hodge Clough Road	05.02.1997 999 years from 1.7.1995	GM746421
12	11.04.1997 13	7 Mellodew Drive	24.02.1997 999 years from 1.7.1995	GM747499
13	15.04.1997 14	10 Mellodew Drive	21.03.1997 999 years from 1.7.1995	GM747704
14	06.05.1997 15	42 Hodge Clough Road	14.03.1997 999 years from 1.7.1995	GM749131
15	06.05.1997 16	8 Mellodew Drive	28.02.1997 999 years from 1.7.1995	GM749134
16	22.05.1997 17	6 Mellodew Drive	27.02.1997 999 years from 1.7.1995	GM750635
17	28.05.1997 18	5 Mellodew Drive	28.02.1997 999 years from 1.7.1995	GM750845
18	30.05.1997 19	11 Mellodew Drive	27.03.1997 999 years from 1.7.1995	GM751037
19	30.05.1997 20	12 Mellodew Drive	20.03.1997 999 years from 1.7.1995	GM751039
20	06.06.1997 21	23 Mellodew Drive	22.05.1997 999 years from 1.7.1995	GM751677
	NOTE: The Lease comprises also other land			
21	11.06.1997 22	46 Hodge Clough Road	25.04.1997 999 years from 1.7.1995	GM752032
22	16.06.1997 23	9 Mellodew Drive	27.03.1997 999 years from 1.7.1995	GM752278
23	28.07.1997 24	16 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755335
	NOTE: The lease comprises also other land			
24	11.08.1997 25	21 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM755216
	NOTE: The lease comprises also other land			
25	12.08.1997 28	25 Mellodew Drive	27.05.1997 999 years from 1.7.1995	GM756764
	NOTE: The lease comprises also other land			
26	22.09.1997	30 Hodge Clough Road	28.07.1997	GM761117

Title number LA43936

Schedule of notices of leases continued

	29		999 years from 1.7.1995	
		NOTE: The lease comprises also other land		
27	10.09.1997 27	14 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755799
		NOTE: The lease comprises also other land		
28	12.09.1997 26	15 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755615
		NOTE: The lease comprises also other land		
29	06.10.1997 30	Part of 32 Hodge Clough Road	15.08.1997 999 years from 1.7.1995	GM765736
		NOTE: The lease comprises also other land		
30	16.10.1997 31	26 Hodge Clough Road	29.08.1997 999 years from 1.7.1995	GM768486
31	22.10.1997 32	44 Hodge Clough Road	07.03.1997 999 years from 1.7.1995	GM768871
32	22.10.1997 34	Part of 28 Hodge Clough Road	29.08.1997 999 years from 1.7.1995	GM768878
		NOTE: The lease comprises also other land		
33	22.10.1997 33	22 Hodge Clough Road	26.09.1997 999 years from 1.7.1995	GM768883
34	29.10.1997 35	Part of 40 Hodge Clough Road	30.05.1997 999 years from 1.7.1995	GM769303
		NOTE: The lease comprises also other land		
35	03.11.1997 37	Part of 19 Mellodew Drive	03.11.1997 999 years from 1.7.1995	GM769544
		NOTE: The lease comprises also other land		
36	21.11.1997 36	Part of 5 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM771058
		NOTE: The lease comprises also other land		
37	08.12.1997 38	Part of 3 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM770802
		NOTE: The lease comprises also other land		
38	06.01.1998 39	24 Hodge Clough Road	14.11.1997 999 years from 1.7.1995	GM774742
39	13.02.1998 40	Part of 7 Leywell Drive	09.01.1998 999 years from 1.7.1995	GM778841
		NOTE: The lease comprises also other land		
40	14.05.1998 41	Part of 11 Leywell Drive	27.03.1998 999 years from 1.7.1995	GM784907
41	08.06.1998 42	15 Leywell Drive	23.04.1998 999 years from 1.7.1995	GM786221
42	09.06.1998 43	Part of 9 Leywell Drive	24.04.1998 999 years from 1.7.1995	GM786303

Title number LA43936

Schedule of notices of leases continued

	NOTE: The lease comprises also other land			
43	15.06.1998 44	Part of 17 Leywell Drive	12.05.1998 999 years from 1.7.1995	GM786662
	NOTE: The lease comprises also other land			
44	25.06.1998 45	Part of 30 Leywell Drive	29.05.1998 999 years from 1.7.1975	GM787374
	NOTE: The lease comprises also other land			
45	16.07.1998 47	17 Mellodew Drive	26.06.1998 999 years from 1.7.1995	GM788912
	NOTE: The lease comprises also other land			
46	14.07.1998 46	19 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788719
	NOTE: The lease comprises also other land			
47	24.07.1998 48	21 Leywell Drive	24.04.1998 999 years fromm 1.7.1995	GM789498
48	09.11.2011 49	Land lying to the south of Cop Road	30.09.2011 250 years from and including 30.9.2011	MAN184084
	NOTE: The lease comprises also other land.			

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 August 2018 shows the state of this title plan on 07 August 2018 at 15:53:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Fylde Office .

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Filed Plan of Title No. LA 43936

County - LANCASTHIRE  
O.S. Sheet SD 9407

Scale 1/2500

Boundary between Districts (shown) T.M.C.O. DIST.

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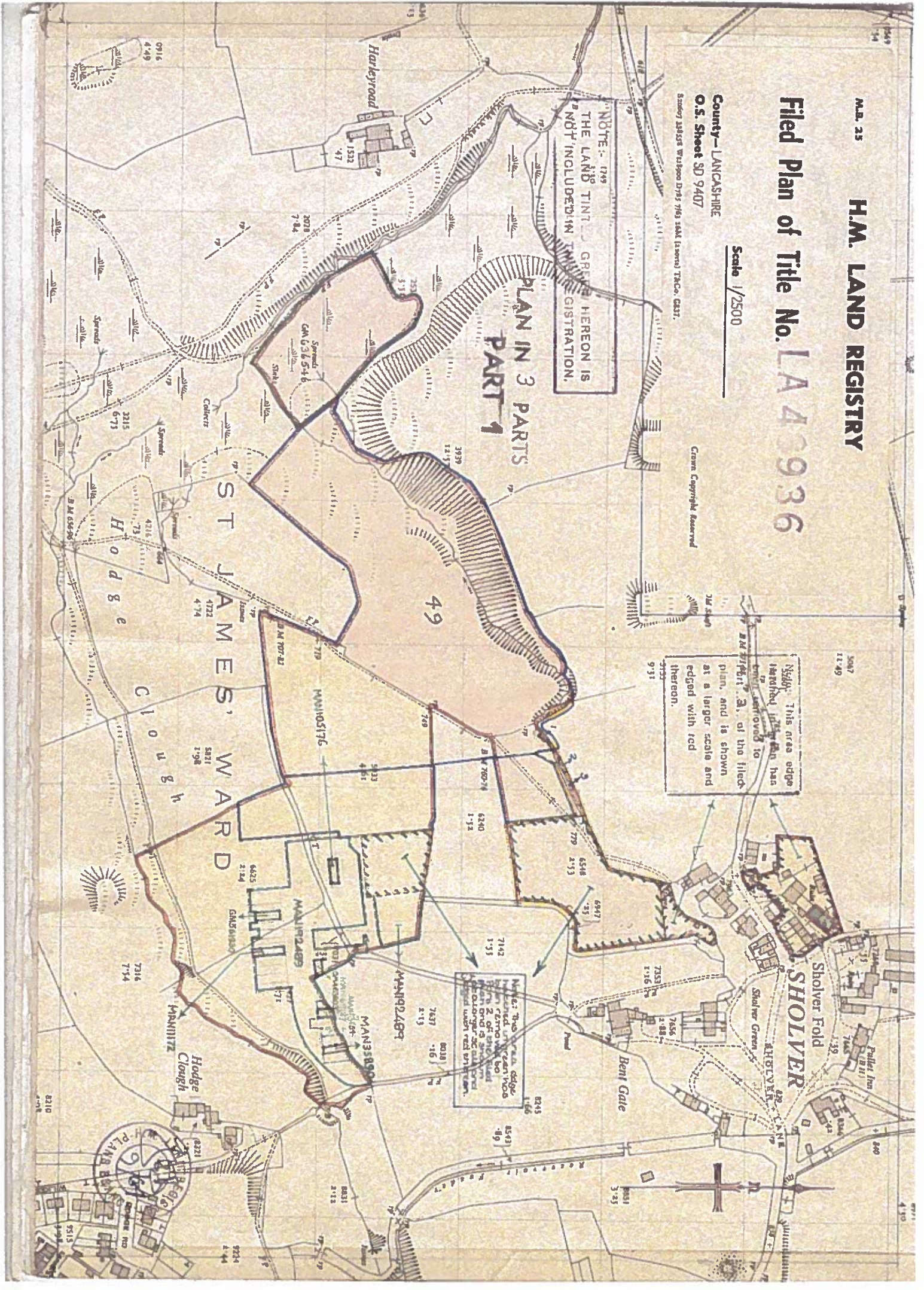
NOTE: - 1749  
THE LAND TINTED GREEN HEREON IS NOT INCLUDED IN THE REGISTRATION.

PLAN IN 3 PARTS  
PART 1


49

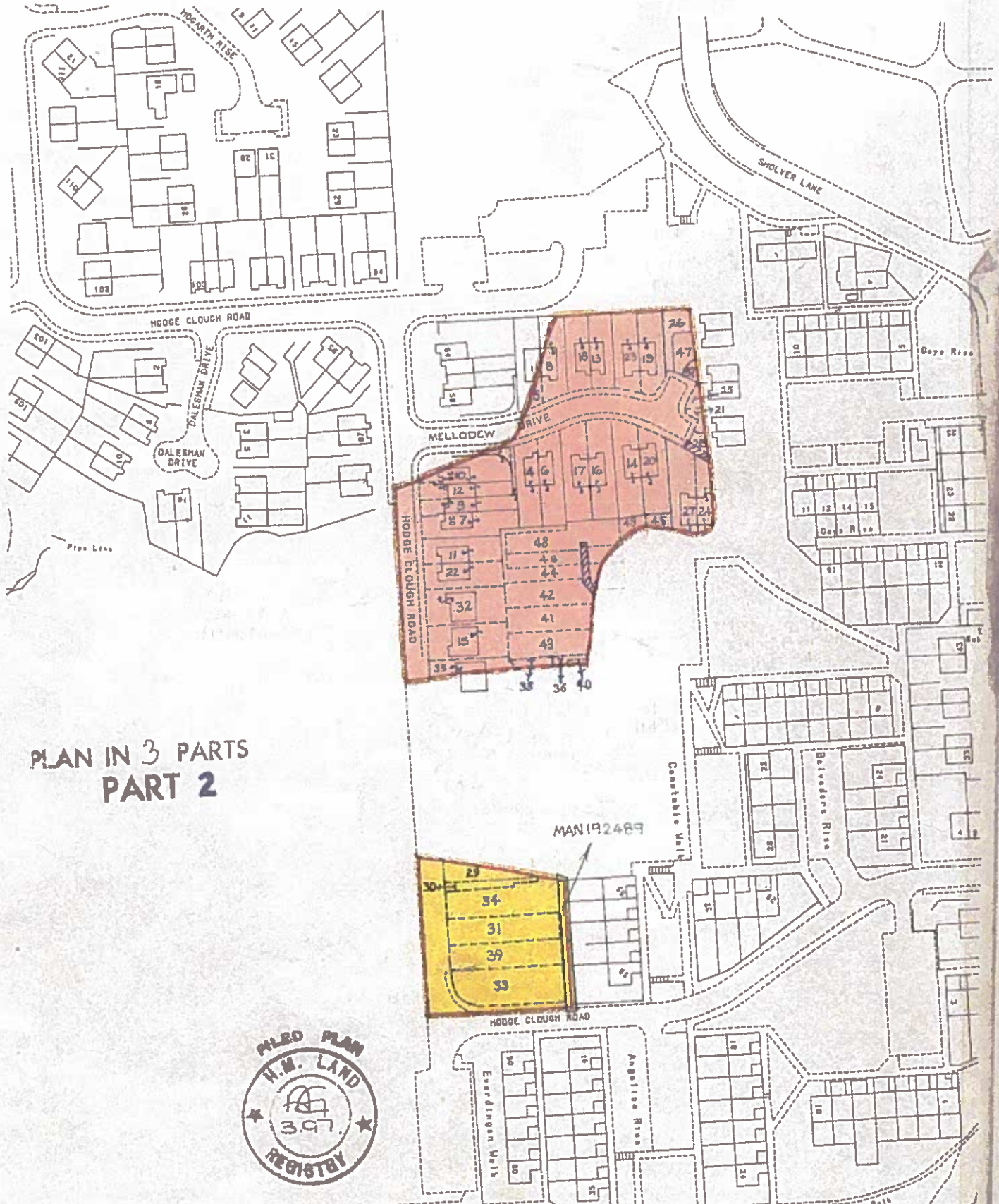
Note: This area edge hatched yellow has been removed to the plan, and is shown at a larger scale and edged with red thereon.

Note: This area edge hatched yellow has been removed to the plan, and is shown at a larger scale and edged with red thereon.





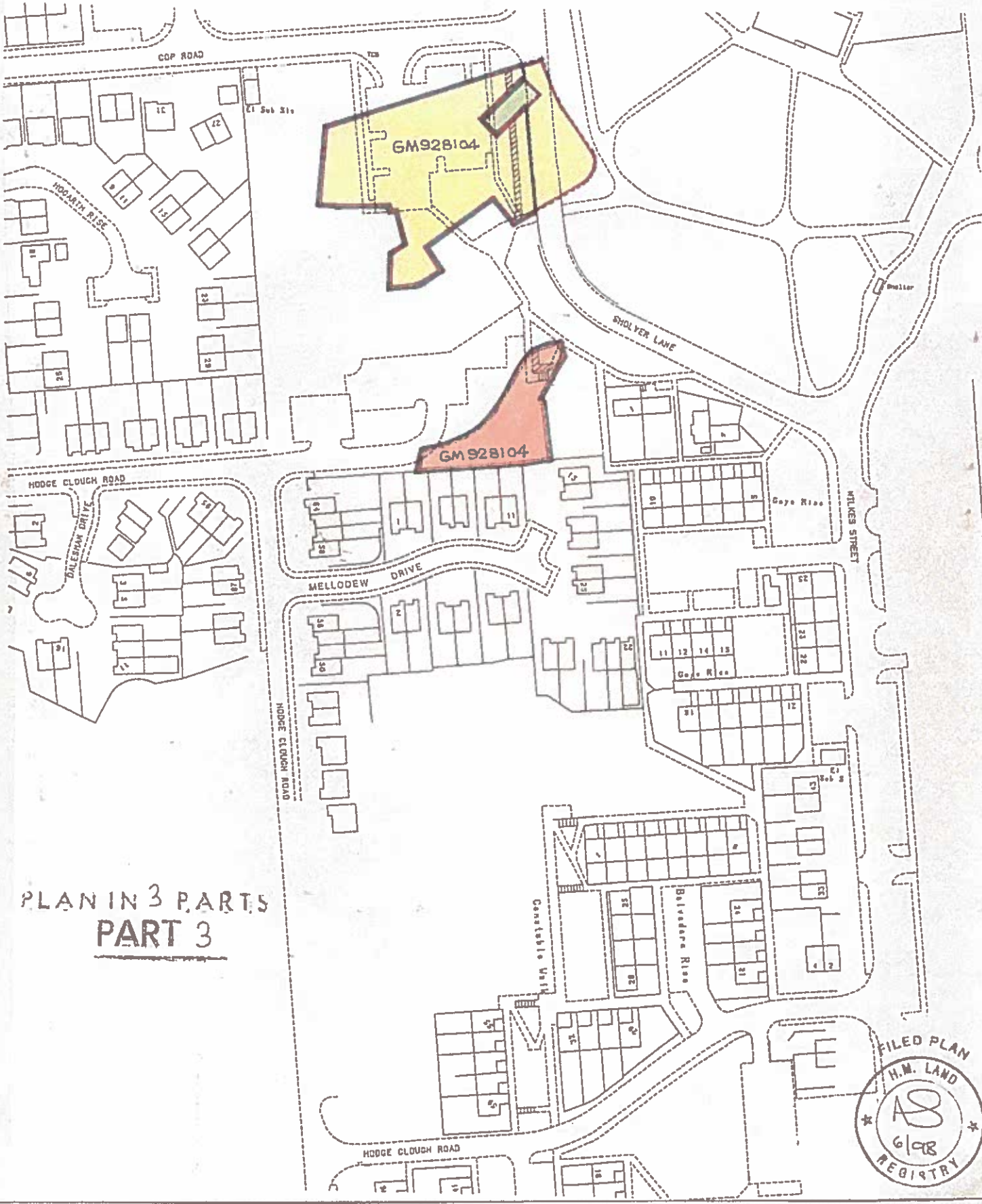
H.M. LAND REGISTRY		TITLE NUMBER		
		LA 43936		
ORDNANCE SURVEY PLAN REFERENCE	SD9407	SECTION	P	Scale 1/1250
ADMINISTRATIVE AREA GREATER MANCHESTER + OLDHAM				© Crown Copyright 1997



PLAN IN 3 PARTS  
PART 2



H.M. LAND REGISTRY		TITLE NUMBER	
		LA 43936	
ORDNANCE SURVEY PLAN REFERENCE	SD9407	SECTION	Scale 1/1250
COUNTY GREATER MANCHESTER		OLDHAM DISTRICT	
			© Crown Copyright 1997



PLAN IN 3 PARTS  
PART 3





**Removals/ Leases from Title**

Title No.	Date	Lease No. Ref	Remarks	Title No.	Date	Lease No. Ref	Remarks	Title No.	Date	Lease No. Ref	Remarks
EM732777	10.10.96	102	11 MELLOWEN DRIVE	GM769544	3.11.97	37	11 MELLOWEN DRIVE (PART OF)				
(LEASE INCLUDES ALSO OTHER LAND)			(LEASE INCLUDES ALSO OTHER LAND)								
GM739426	18.12.96	3	83 HODGE CLOUGH ROAD	GM770802	18.11.97	38	3 LEYWELL DRIVE (PART OF)				
(LEASE INCLUDES ALSO OTHER LAND)			(LEASE INCLUDES ALSO OTHER LAND)								
EM741515	20.1.97	4	5 MELLOWEN DRIVE	GM74742	6.1.98	39	24 HODGE CLOUGH ROAD				
EM741519	20.1.97	5	1 MELLOWEN DRIVE	GM778841	13.2.98	40	7 LEYWELL DRIVE				
(LEASE INCLUDES ALSO OTHER LAND)			(LEASE INCLUDES ALSO OTHER LAND)								
EM743150	7.2.97	6	4 MELLOWEN DRIVE	EM784907	14.5.98	41	11 LEYWELL DRIVE				
EM743172	7.2.97	7	50 HODGE CLOUGH ROAD	GM786221	9.6.98	42	15 LEYWELL DRIVE				
EM743312	10.2.97	8	3 MELLOWEN DRIVE	GM786308	9.6.98	43	9 LEYWELL DRIVE				
(LEASE INCLUDES ALSO OTHER LAND)			(LEASE INCLUDES ALSO OTHER LAND)								
EM744180	24.2.97	9	53 HODGE CLOUGH ROAD	GM787374	25.6.98	45	PART OF 17 LEYWELL DRIVE				
EM746329	26.3.97	10	56 HODGE CLOUGH ROAD	(LEASE INCLUDES ALSO OTHER LAND)							
(LEASE INCLUDES ALSO OTHER LAND)			GM788720 14.7.98 46 PART OF 19 LEYWELL DRIVE								
EM746414	27.3.97	11	48 HODGE CLOUGH ROAD	(LEASE INCLUDES ALSO OTHER LAND)							
EM746421	27.3.97	12	54 HODGE CLOUGH ROAD	GM788912	16.7.98	47	PART OF 17 MELLOWEN DRIVE				
GM747499	11.4.97	13	7 MELLOWEN DRIVE	(LEASE INCLUDES ALSO OTHER LAND)							
GM747704	15.4.97	14	10 MELLOWEN DRIVE	EM789498	24.7.98	48	21 LEYWELL DRIVE				
EM749131	6.5.97	15	43 HODGE CLOUGH ROAD	GM799763	7.12.98	49	PART OF 32 LEYWELL DRIVE				
EM749134	6.5.97	16	8 MELLOWEN DRIVE								
EM750635	22.5.97	17	6 MELLOWEN DRIVE								
EM750845	28.5.97	18	5 MELLOWEN DRIVE								
EM751037	30.5.97	19	11 MELLOWEN DRIVE								
EM751039	30.5.97	20	12 MELLOWEN DRIVE								
EM751677	6.6.97	21	23 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
EM752032	11.6.97	22	40 HODGE CLOUGH ROAD								
EM752275	16.6.97	23	9 MELLOWEN DRIVE								
GM755335	28.7.97	24	16 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
GM755216	25.7.97	25	21 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
GM755615	31.7.97	26	15 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
GM755799	1.8.97	27	14 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
GM756764	12.8.97	28	25 MELLOWEN DRIVE								
(LEASE INCLUDES ALSO OTHER LAND)											
GM761117	1.9.97	29	30 HODGE CLOUGH ROAD								
(LEASE INCLUDES ALSO OTHER LAND)											
GM765736	25.9.97	30	32 HODGE (PART CLOUGH ROAD OF)								
(LEASE INCLUDES ALSO OTHER LAND)											
GM768486	18.10.97	31	28 HODGE CLOUGH ROAD								
GM768871	22.10.97	32	41 HODGE CLOUGH ROAD								
EM768883	22.10.97	33	30 HODGE CLOUGH ROAD								
EM768878	22.10.97	34	28 HODGE (PART CLOUGH ROAD OF)								
(LEASE INCLUDES ALSO OTHER LAND)											
GM769303	29.10.97	35	40 HODGE CLOUGH ROAD (PART OF)								
(LEASE INCLUDES ALSO OTHER LAND)											
GM771058	31.11.97	36	5 LEYWELL DRIVE (PART OF)								
(LEASE INCLUDES ALSO OTHER LAND)											





The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMBC 2



# Official copy of register of title

Title number LA88157

Edition date 03.05.2011

This official copy shows the entries on the register of title on 07 AUG 2018 at 15:52:05.

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 07 Aug 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

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

GREATER MANCHESTER : OLDHAM

- 1 (11.07.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bent Gate Farm, Sholver Lane, Oldham.
- 2 The mines and minerals are **excepted**.
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 5 (03.05.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (04.05.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 7 February 2011 referred to in the Charges Register.

## 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 PROPRIETOR: OLDHAM BOROUGH COUNCIL of PO Box 33, Civic Centre, West Street, Oldham OL1 1UL.

## C: Charges Register

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

- 1 The land is subject to rights of drainage rights in respect of water,

## C: Charges Register continued

soil, gas and electricity supply services and ancillary rights of entry.

- 2 The paths and passages are subject to rights of way.
- 3 (15.11.1993) A Building Agreement and Licence dated 5 January 1993 made between (1) The Oldham Borough Council (2) John Maunders Group PLC relates to the building and development of the land in this title and other land.

-NOTE: Copy filed under GM216307.

- 4 (24.10.1995) An Agreement dated 6 June 1995 affecting the land tinted blue on the title plan and other land made between (1) Oldham Borough Council and (2) Lovell Partnerships (Northern) Limited relates to planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

The said Agreement also contains covenants.

-NOTE: Copy filed under GM216307.

- 5 (29.01.1996) A Licence Agreement dated 11 January 1996 affecting the land tinted pink and yellow on the title plan and other land made between (1) The Oldham Borough Council and (2) Barratt Homes Limited relates to building development and planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

-NOTE: Copy filed under GM619490.

- 6 (06.06.1997) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

- 7 (20.01.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 5 January 1998 made between (1) The Oldham Borough Council (Grantor) and (2) Norweb Plc (Grantee):-

"IN pursuance of the said agreement the Grantor hereby grants will full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement Land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system

2. THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affect the sme

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

(c) That if the Grantee carries out any excavations in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor with intent to bind the Easement Land and (so far as the



## C: Charges Register continued

same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agents upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines.

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

NOTE: The Easement Land referred to above is tinted yellow on the title plan so far as it affects the land in this title.

8 (07.05.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 23 April 1998 made between (1) The Oldham Borough Council (The Grantor) and (2) Norweb PLC (The Grantee):-

"The Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system.

THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

(c) That if the Grantee carries out any excavation in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

(a) in this clause the expression:

(1) "Develop" includes redevelop

(2) "Property" means all that freehold land comprised in title numbers LA88157 LA43936 GM216307 GM619490 LA115192 and OL6770

## C: Charges Register continued

(3) "Alternative Route(s)" means a route or routes within the Property as near as possible to the Easement Land as shall be approved by the Grantee as a suitable alternative for the Grantee's purpose

(b) If the Grantor shall desire to Develop the Property and it is necessary for such development to include the Easement Land or any part thereof and shall have obtained Planning Permission for such development the Grantee will release to the Grantor such of the rights and liberties hereby granted as require to be released subject to the following terms and conditions:

4.1 The Grantor shall give to the Grantee not less than twelve month's notice in writing of its desire to implement this clause

4.2 On or before the expiration of the said notice the Grantor shall (subject to investigation and approval of title by the Grantee's Solicitor) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Grantor) and without payment of any consideration by the Grantee grant in fee simple easements to the Grantee in respect of alternative route(s) for the laying of the underground electric lines such grant to be in the like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

4.3 Subject to all necessary labour and materials being available but as soon as practicable after completion of the grant of easements in respect of the alternative route(s) the Grantee shall (in the following order of events):-

(i) complete the laying of the underground electric lines along the alternative route(s) and the bringing into use thereof

(ii) remove so far as necessary the underground electric lines installed pursuant to such of the rights and liberties hereby granted as are required to be released or render dead such underground electric lines

(iii) surrender such of the rights and liberties hereby granted as are required to be released

PROVIDED THAT:

(a) if the Grantee or its contractors are prevented from complying with sub-clause 4.3 by reason of outbreak of war or civil insurrection or fire tempest frost inclement weather or other inevitable cause or accident or strike or lock out of workmen or the failure of the Grantee to obtain satisfactory supplies materials or labour or by reason of accident to the works or force majeure or by reason of the Grantee either having to redeploy the workforce assigned to carry out the works in order to carry out emergency work or repairs to its electricity plant and electric lines or by reason of any unavoidable cause for which the Grantee is not responsible in each such case the Grantee shall be allowed such extensions of time as are reasonable in the circumstances

(b) notwithstanding any provision of this sub-clause 4.3 the Grantee shall not under any circumstances be liable to the Grantor for any special indirect or consequential loss or damage arising under contract or otherwise including negligence and breach of statutory duty The term "consequential loss" shall include but is not limited to costs claims damages or expenses calculated by reference to loss or reduction of revenue or profit or loss of contracts (provided that nothing in this sub-clause shall be construed as an attempt to exclude or limit the liability of the Grantee in negligence for death of or injury to any person)

4.4.1 The Grantor shall (to which effect the Grantor hereby covenants) be liable for and pay to the Grantee the costs charges and expenses incurred or sustained by the Grantee in or arising out of:

(i) the laying of the underground electric lines along the alternative route(s)

## C: Charges Register continued

(ii) the removal as aforesaid of the underground electric lines from the land the subject of the rights and liberties hereby granted required to be released as aforesaid

(iii) the preparation and completion of the documentation required in respect of easements for the alternative route(s) and the surrender of such of the rights and liberties hereby granted as are required to be released as aforesaid including stamp duty and (if appropriate) all Land Registry fees for noting thereof on the Register of the Title relating thereto

4.4.2 The Grantor and the Grantee shall take into account betterment and/or deferment of renewal in calculating the said costs charges and expenses incurred or sustained by the Grantee referred to in clause 4.4.1. hereof in that the cost of diverting the underground electric lines due to development only relates to the underground electric lines installed pursuant to such of the rights and liberties hereby granted or equivalent replacement underground electric lines and not the cost of any additional or higher voltage underground electric lines which the Grantee may wish to lay along the alternative route(s)

AND without prejudice to the foregoing if required by the Grantee so to do shall as a condition precedent to the completion of such grant make a payment to the Grantee of the estimated amount of such costs charges and expenses and the Grantee will (as it hereby covenants so to do) repay to the Grantor the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses

4.5.1 That if the Grantor shall at any time during which this Deed remains effective consider that the Grantee has ceased to make any substantive use of the Easement land for the exercise of the rights and liberties hereby granted for a continuous period of not less than one year then:

(a) the Grantor may at any time thereafter serve written notice on the Grantee requesting the Grantee to provide reasonable evidence that in the Grantee's reasonable opinion the Grantee does have a bona fide present or future requirement to use the Easement Land

(b) the Grantee shall within a reasonable period (but in any event not exceeding three months) of the receipt of the said written notice supply to the Grantor such evidence as is mentioned in sub-clause (a) above

4.5.2 In the event that the parties agree that the Grantee is unable to provide satisfactory evidence as aforesaid the Grantee shall surrender this Deed without any consideration and the Grantor shall (a) accept the surrender and (b) release the Grantee from its covenants and other obligations under this Deed

4.5.3 Prior to any surrender of this Deed pursuant to this Clause 4 the Grantee shall at its own expense ensure that the Electric Cables are disconnected and made safe the Grantee making good any damage caused to the Easement Land or the said adjoining property of the Grantor to the reasonable satisfaction of the Grantor

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

The said Deed also contains the following covenants by the Grantor.

"THE Grantor with intent to bind the Easement land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter

## C: Charges Register continued

observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agent upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines."

NOTE: The Easement Land referred to has been shown hatched brown on the title plan so far as it affects the land in this title.

- 9 (04.05.2012) A Transfer which included the land edged and numbered MAN192482 in green on the title plan and other land dated 7 February 2011 made between (1) Oldham Borough Council and (2) First Choice Homes Oldham Limited contains restrictive covenants by the vendor.

-NOTE: Copy filed under MAN149279.

## Schedule of notices of leases

1	06.06.1997 edged and numbered 2 in blue NOTE: The Lease comprises also other land	part of 23 Mellodew Drive	22.05.1997 999 years from 1.7.1995	GM751677
2	10.07.1997 edged and numbered 3 in blue	22 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM754002
3	25.07.1997 edged and numbered 8 in blue NOTE: The lease comprises also other land	part of 21 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM755216
4	28.07.1997 edged and numbered 4 and 5 in blue	20 Mellodew Drive and parking space	10.06.1997 999 years from 1.7.1995	GM755313
5	28.07.1997 edged and numbered 6 in blue NOTE: The lease comprises also other land	part of 16 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755335
6	30.07.1997 edged and numbered 7 in blue	18 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755485
7	31.07.1997 edged and numbered 9 in blue NOTE: The lease comprises also other land	part of 15 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755615
8	01.08.1997 edged and numbered 10 in blue NOTE: The lease comprises also other land	part of 14 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755799
9	01.08.1997 edged and numbered 11 in blue	36 Hodge Clough Road	27.06.1997 999 years from 1.7.1995	GM755800



Title number LA88157

Schedule of notices of leases continued

10	15.09.1997 edged and numbered 12 in blue NOTE: The lease	part of 25 Mellowdew Drive	27.05.1997 999 years from 1.7.1995	GM756764
11	22.09.1997 edged and numbered 13 in blue NOTE: The lease	part of 30 Hodge Clough Road	28.07.1997 999 years from 1.7.1995	GM761117
12	25.09.1997 edged and numbered 14 in blue	34 Hodge Clough Road	25.07.1997 999 years from 1.7.1995	GM765712
13	25.09.1997 edged and numbered 15 and 16 in blue NOTE: The lease	part of 32 Hodge Clough Road	15.08.1997 999 years from 1.7.1995	GM765736
14	22.10.1997 edged and numbered 17 in blue NOTE: The lease	part of 28 Hodge Clough Road	29.08.1997 999 years from 1.7.1995	GM768878
15	29.10.1997 edged and numbered 18 in blue NOTE: The lease	part of 40 Hodge Clough Road	30.05.1997 999 years from 1.7.1995	GM769303
16	11.11.1997 edged and numbered 19 in blue	38 Hodge Clough Road	26.06.1997 999 years from 1.7.1995	GM770213
17	18.11.1997 edged and numbered 23 in blue NOTE: The lease	part of 3 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM770802
18	21.11.1997 edged and numbered 20 and 21 in blue NOTE: The lease	part of 5 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM771058
19	01.12.1997 edged and numbered 22 in blue NOTE: The lease	part of 19 Mellowdew Drive	29.08.1997 999 years from 1.7.1995	GM769544
20	10.12.1997 edged and numbered 24 in blue	4 Leywell Drive	21.11.1997 999 years from 1.7.1995	GM772943
21	06.01.1998 edged and numbered 25 in blue	2 Leywell Drive	21.11.1997 999 years from 1.7.1995	GM774745
22	16.01.1998 edged and numbered 26 in blue	1 Leywell Drive	20.11.1997 999 years from 1.7.1995	GM775815
23	20.01.1998 edged and numbered 27	6 Leywell Drive	20.01.1998 999 years from 1.7.1995	GM776040

Title number LA88157

Schedule of notices of leases continued

24	13.02.1998 edged and numbered 28 in blue NOTE: The lease	part of 7 Leywell Drive	09.01.1998 999 years from 1.7.1995	GM778841
25	10.03.1998 edged and numbered 29 in blue	14 Leywell Drive	06.02.1998 999 years from 1.7.1995	GM780666
26	14.05.1998 edged and numbered 30 in blue	16 Leywell Drive	27.03.1998 999 years from 1.7.1995	GM784930
27	29.05.1998 edged and numbered 31 in blue	22 Leywell Drive	24.03.1998 999 years from 1.7.1995	GM785745
28	09.06.1998 edged and numbered 32 in blue NOTE: The lease	part of 9 Leywell Drive	24.04.1998 999 years from 1.7.1995	GM786303
29	15.06.1998 edged and numbered 33 in blue NOTE: The lease	part of 17 Leywell Drive	12.05.1998 999 years from 1.7.1995	GM786662
30	25.06.1998 edged and numbered 34 in blue NOTE: The Lease	part of 30 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM787374
31	03.07.1998 edged and numbered 35 in blue	10 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM787913
32	07.07.1998 edged and numbered 36 in blue	20 Leywell Drive	05.06.1998 999 years from 1.7.1995	GM788224
33	14.07.1998 edged and numbered 37 in blue	28 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788719
34	14.07.1998 edged and numbered 38 in blue NOTE: The lease	part of 19 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788720
35	14.07.1998 edged and numbered 39 in blue NOTE: The lease	part of 17 Mellodew Drive	26.06.1998 999 years from 1.7.1995	GM788912
36	28.07.1998 edged and numbered 40 in blue	24 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM789649
37	04.08.1998 edged and numbered 41 in blue	24 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM790083

Title number LA88157

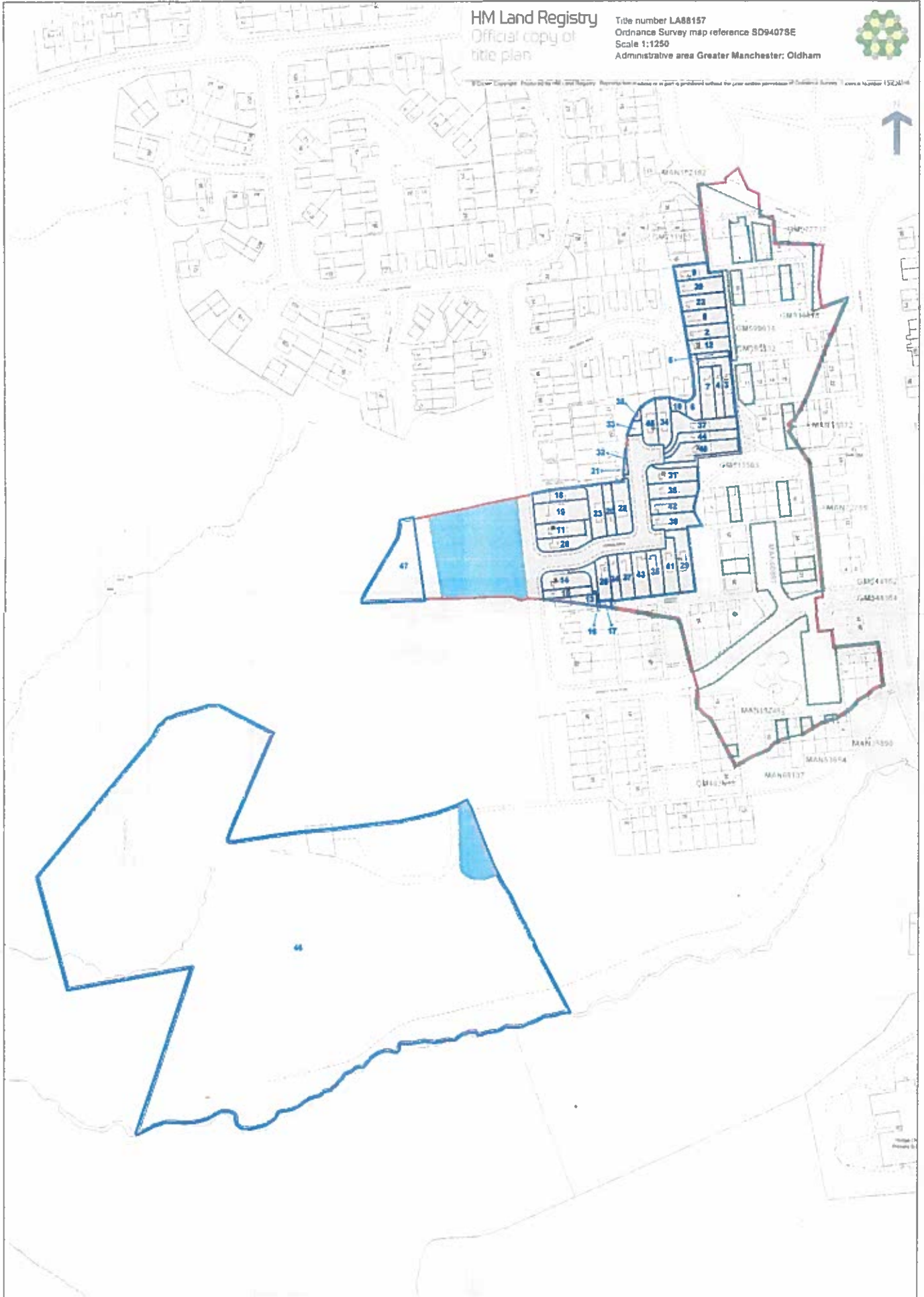
### Schedule of notices of leases continued

38	04.09.1998 edged and numbered 42 in blue	18 Leywell Drive	15.07.1998 999 years from 1.7.1995	GM792337
39	17.09.1998 edged and numbered 43 in blue	8 Leywell Drive	27.02.1998 999 years from 1.7.1995	GM793360
40	22.09.1998 edged and numbered 44 in blue	26 Leywell Drive	31.07.1998 999 years from 1.7.1995	GM793568
41	07.12.1998 edged and numbered 45 in blue NOTE: The lease comprises also other land	part of 32 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM799763
42	09.11.2011 edged and numbered 46 and 47 in blue NOTE: The lease comprises also other land.	Land lying to the south of Cop Road	30.09.2011 250 years from and including 30.9.2011	MAN184084

End of register



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This official copy issued on 7 August 2018 shows the state of this title plan on 7 August 2018 at 15:52:26.  
It is admissible in evidence to the same extent as the original (s. 67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.

46  
28

DATED 19<sup>th</sup> May 1964.

THE TRUSTEES OF THE CHARITY  
OF EDWARD MAYES AND OTHERS

- to -

THE MAYOR ALDERMEN AND BURGESSES  
OF THE COUNTY BOROUGH OF OLDHAM

CONVEYANCE

of land at Sholver subject to a  
lease for 5,000 years.

Edward Haines, LL.M.,  
Town Clerk,  
Oldham.

**E R**  
H.M. LAND REGISTRY,  
LYTHAM - ST. ANNES.  
FREEHOLD TITLE REGISTERED  
TITLE NUMBER LA 43936

The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMCB 3"





THIS CONVEYANCE is made the nineteenth day of May One thousand nine hundred and sixty-four BETWEEN THE OFFICIAL CUSTODIAN FOR CHARITIES of the first part CHARLES COLLIER JOHNSTON of Narrow Lane House "Wards End" Adlington near Macclesfield in the County of Chester Gentleman IRIS GOODLER HAWORTH of "High Hedges" Sugar Pit Lane Knutsford in the said County Widow and JAMES FREDERICK SIMPSON of "the Hermitage" Holmes Chapel in the said County Merchant (hereinafter called "the trustees") of the second part and THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF OLDHAM (hereinafter called "the Corporation") of the third part

WHEREAS:-

1. By a Lease dated the Seventh day of June One thousand six hundred and eighty-nine and made between Francis Cartwright and John Heywood of the one part and John Mellor of the other part (hereinafter called "the Lease") the lands described in the schedule hereto were demised to the said John Mellor for a term of Five thousand years from the Seventh day of June One thousand six hundred and eighty-nine subject (after the first three years of the said term) to a yearly rent of Ten pounds and to the terms and conditions contained in the Lease
2. The lands described in the schedule hereto are vested in the Official Custodian for Charities in fee simple subject to but with the benefit of the Lease in trust for the Charity of Edward Mayes and others
3. This Conveyance is executed by three of the Trustees of the said Charity under an authority given in pursuance of Section 34 of the

Charities Act, 1960

4. By an Order dated the Seventh day of February One thousand nine hundred and sixty-four the Charity Commissioners for England and Wales consented to the sale of the said lands for not less than One hundred and forty pounds and the Corporation have agreed to purchase the same for One hundred and forty pounds pursuant to Part V of the Housing Act, 1957

NOW THIS DEED WITNESSETH as follows:-

IN consideration of the sum of ONE HUNDRED AND FORTY POUNDS now paid by the Corporation to the trustees (the receipt whereof the trustees hereby acknowledge) the trustees in the name and on behalf of the Official Custodian for Charities convey and as trustees convey and confirm unto the purchaser ALL THOSE the lands described in the schedule hereto TO HOLD the same unto the Corporation in fee simple SUBJECT to but with the benefit of the Lease

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

- THE SCHEDULE -

ALL THAT messuage and tenements land and hereditaments with other and every of their appurtenances situate lying and being in Sholver aforesaid in the said County of Lancaster commonly called or known by the several or other name or names of the Great Meadow and the land thereunto adjoining or belonging the ley and

the land thereunto belonging the Over Starring the Lower Starring the Little Field and the land thereunto belonging the Great Bank the Little Bank the Broad Hollin the Over Wood the Middle Wood the Little Meadow the Great Thawley Wood the Little Thawley Wood the Great Meadow High Field the Little Owland Road Little Owland Wood Little Owland and the Lower Mough Meadow or by what other name or names the said closes of the lands before mentioned and every or any of them then or theretofore having been or thereafter or might be called or known and containing Twenty acres of land or ground or thereabouts whether the same more or less then or late in the several or other holdings or occupations of the said Thomas Mellor and John Mellor or the one of them or the one of their assigns or under tenants Together with all and singular the houses outoffices buildings barns and other dwellinghouses upon the said closes or any of them then situate erected or standing on the said gardens crofts fields meadows together with the waters watercourses paths common of pasture liberties quarries private commodities advantages emoluments whatsoever unto the said messuage tenement land and hereditaments lying being and in any way therewith or thereto or with the same or any part thereof with their appurtenances

IN WITNESS whereof the said Charles Collier Johnston Iris Goodier Haworth and James Frederick Simpson \_\_\_\_\_ in pursuance of Section 34 of the Charities Act, 1960 and in the name and on behalf of the Official Custodian for Charities and also of the trustees have hereunto set their respective hands and seals

SIGNED SEALED AND DELIVERED by the }  
said CHARLES COLLIER JOHNSTON }  
in the presence of:-

C.C. Johnston

H.W. [Signature]

7 St. James' Square  
Manchester 2  
Charity Secretary

SIGNED SEALED AND DELIVERED by the }  
said IRIS GOODLER HAWORTH }  
in the presence of:-

Iris Haworth

H.W. [Signature]

SIGNED SEALED AND DELIVERED by the }  
said JAMES FREDERICK SIMPSON }  
in the presence of:-

J.F. Simpson

H.W. [Signature]

The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMBC 4"

Property Land at S. Millers

Committee Planning

Vendor Council of the Borough of Oldham Mayor etc

Date Property acquired 19<sup>th</sup> May 1966 Consideration £100

Freehold/Leasehold. Term of years Freehold subject to the usual covenants and restrictions

Date of Commencement of Term

Chief or Ground Rent Payable £

Dates Payable

Receivable Rent(s)

Title No. LA 417936 Parcel Number 41278

Remarks



Property Bent Gate Farm, Sobers.

Committee Planning

Vendor Ernie Board

Date Property acquired 29th June 1966 Consideration £6400

Freehold/Leasehold: Term-of-years \_\_\_\_\_

Date of Commencement of Term \_\_\_\_\_

Chief or Ground Rent Payable £ \_\_\_\_\_

Dates Payable \_\_\_\_\_

Receivable Rent(s) \_\_\_\_\_

Title No. LA88157 Parcel Number 4988

Remarks \_\_\_\_\_

This exhibit referred to  
in a previous statement  
dated 28/10/66  
and numbered 200/66. P. 11.

The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMBC 5

1. Objector
2. Deborah Anne Taylor
3. 1<sup>st</sup> Statement
4. Dated: September  
2018

**IN THE MATTER OF AN APPLICATION TO  
REGISTER A TOWN OR VILLAGE GREEN**

**B E T W E E N:**

**MR FRED WILKINSON**

**Applicant**

**and**

**OLDHAM METROPOLITAN BOROUGH COUNCIL**

**Objector**

---

**WITNESS STATEMENT OF DEBORAH ANNE TAYLOR**

---

I Deborah Anne Taylor state as follows:

1. I confirm that the facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

2. I have been employed by Oldham Council within the Legal Department for over 25 years, primarily working within the legal team responsible for property/corporate matters.

3. Prior to computerised records of the Council's property deeds, records were kept using a card system containing information relating to each individual deed packet. The Deed Record Cards documented when the property was acquired, whom it was acquired from, the committee whose portfolio the land would belong in and any other relevant information relating to the acquisition of the property.

4. Exhibit 'DT1' shows the Deed Record Card for deed packet D4158 (registered at HM Land Registry as LA43936) and shows that the property fell within the portfolio of the Housing Committee when acquired on 19<sup>th</sup> May 1964. Exhibit 'DT2' shows the Deed Record Card for deed packet D4988 (registered at HM Land Registry as LA88157) and shows that the property fell within the portfolio of the Housing Committee when acquired on 29<sup>th</sup> June 1966.

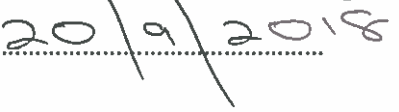
5. Deed packets which contained land under the portfolio of the Housing Committee or land that was specified as land for housing, were specifically recorded with a distinctive red mark which took the form of a red rectangle on the cover of the deed packet.

6. Exhibit 'DT3' shows the deed packet cover for D4988. The red marking indicating that land within the deed packet contains land for housing, can be seen to the top centre of the deed packet, as well as the word 'Housing' to the left of it. Exhibit 'DT4' shows the deed packet cover for D4158'. The red mark indicating that land within the deed packet contains land for housing can be clearly seen to the top centre of the deed packet and also in the middle of the deed packet.

I believe that the facts stated in this witness statement are true.

Signed .....  .....

DEBORAH ANNE TAYLOR

Date .....  .....

The exhibit referred to  
in a witness statement  
dated 22/01/18  
and marked "Exhibit.DT1"

Property Land at SHALVA

Committee Remaining

Vendor Members of the Society of Edward May 1964

Date Property acquired 19<sup>th</sup> May 1964 Consideration £ 140

Freehold/Leasehold. Term of years Freehold subject to rent with the benefit of a lease

Date of Commencement of Term \_\_\_\_\_

Chief or Ground Rent Payable £ \_\_\_\_\_

Dates Payable \_\_\_\_\_

Receivable Rent(s) \_\_\_\_\_

Title No. KA 43936 Parcel Number 41258

Remarks \_\_\_\_\_

Property Bent Gate Farm, Solmes.

Committee Homeing

Vendor Emma Howard

Date Property acquired 29th June 1966. Consideration £6400

Freehold/Leasehold: Term-of-years \_\_\_\_\_

Date of Commencement of Term \_\_\_\_\_

Chief or Ground Rent Payable £ \_\_\_\_\_

Dates Payable \_\_\_\_\_

Receivable Rent(s) \_\_\_\_\_

Title No. L A 88157 Parcel Number 4988

Remarks \_\_\_\_\_

The exhibit referred to  
in a witness statement  
dated 20/05/13  
and marked "Exhibit...DTA..."



Housing

MA 2/19/89  
MA 2/19/89  
MA 2/19/89  
MA 2/19/89

DL 988

22 29TH JUNE 1966 S

EMMA HOWARD  
To

THE COLLOCATION

LAND CERTIFICATE RELATING TO  
BENT GATE FARM, SHOLVER.

on Deposit  
N° 542640D

~~Deposit No. 456675D~~

~~Sub for deposit 15196 Lm~~

TRANS NO.  
2870

~~1A 88167~~

~~Land Certificate sent to  
HMLR 22/03/89  
Deposit 456675D~~

The exhibit referred to  
in a witness statement  
dated 20/9/18  
and marked "Exhibit DT3" .....

158

MAN 192489-F

4158

Trustee of the County of Essex Mayors No

(B54)

Corporate

Conveyance of public land situate at Stover

Woodside Ashham

Termination L. 140.

→ sent to date

T. NO.

~~2369~~  
2369

Dep No. 456688D

ON DEPOSIT

Nº 542-644D

ON DEPOSIT NUMBER:

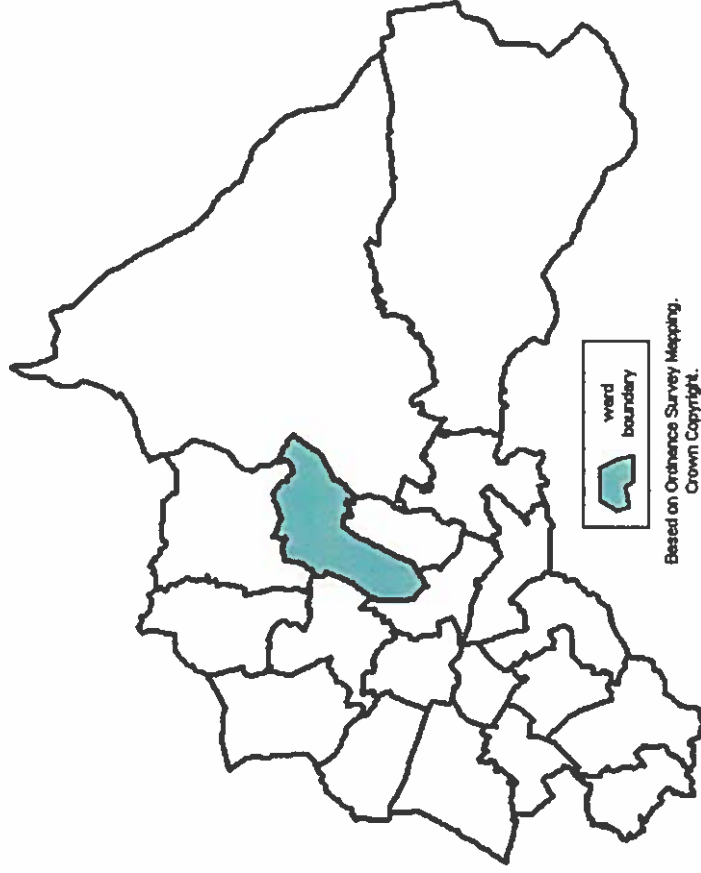
4158

ON DEPOSIT AT 24/11/18

The exhibit referred to in a witness statement dated... and marked "Exhibit.....".



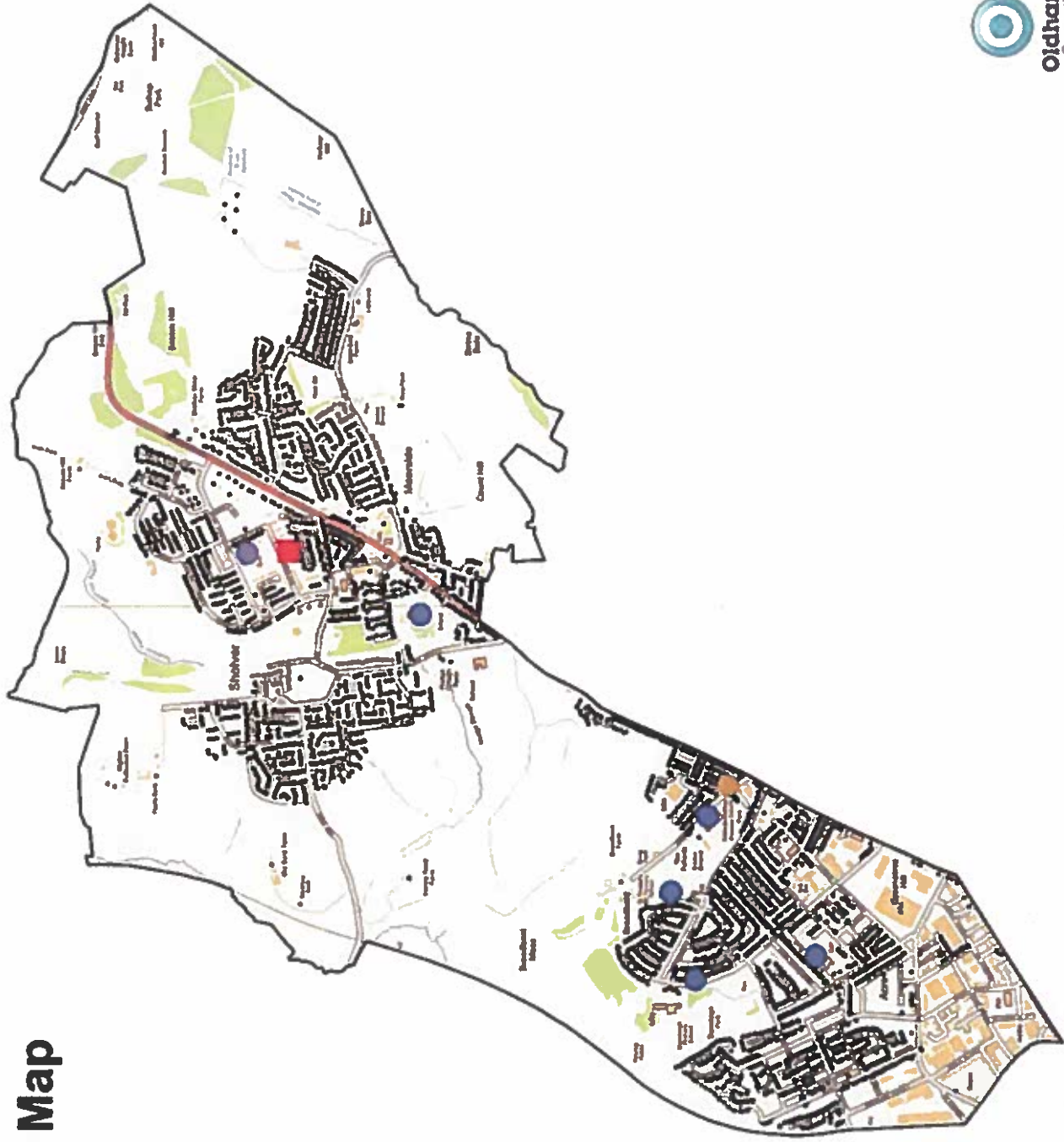
# Ward Profile 2016: St James'



The exhibit referred to in the  
Objections above on behalf of  
Oldham Borough Council  
and marked "Exhibit OMBC 6



# St James' Ward Map



- Housing
- Primary Schools
- Pupil Referral Unit
- Childrens Centres

# Population

**11,862** ↑

**St James' population** (0.0% since 2001)  
(Oldham population + 5.3% since 2001)

**48.4%** ↑

**Male population 5,739**  
(Oldham male population 49%)

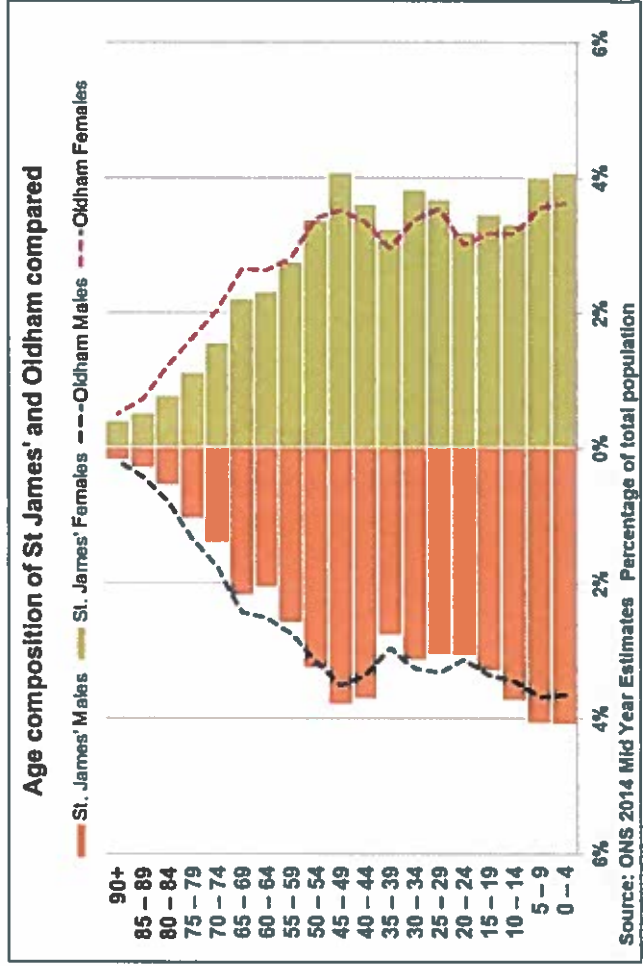
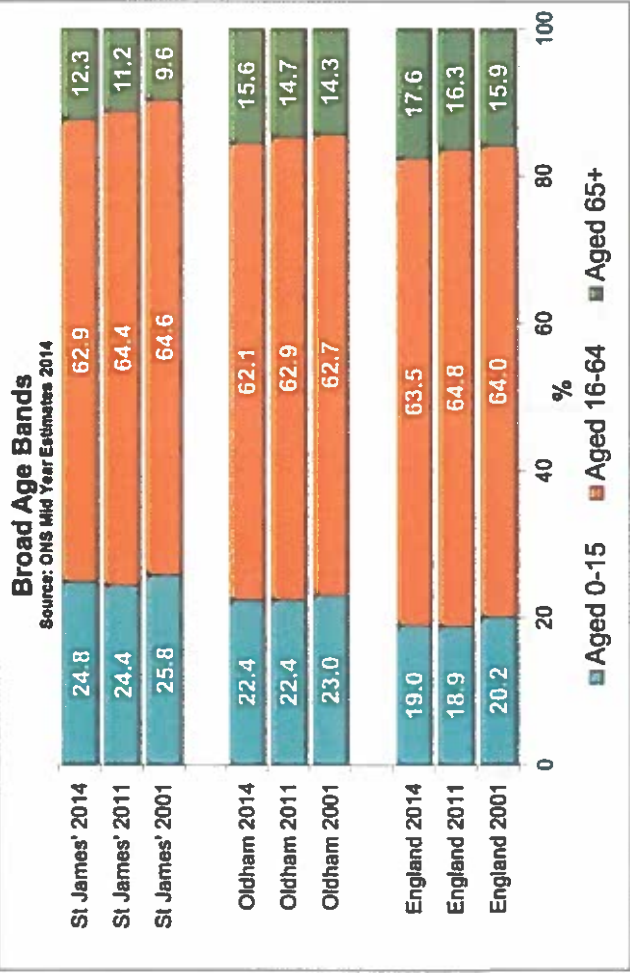
**51.6%** ↑

**Female population 6,123**  
(Oldham female population 51%)

This ward is split into a more prosperous area of housing to the east of the Ripponden Road, and more deprived areas to the west and south. Figures are therefore likely to conceal localised issues. This is a young ward, with a strong middle-aged population peak that will begin to retire in about 10 years. Ethnic minority proportions are very low also.

\*Population figures reflect 2014 ONS mid-year estimates: *Business Intelligence Service analysis indicates these are likely to be underestimates, and new projection systems are being developed to allow more accurate estimation.*

Ethnic Composition - Source: ONS Census 2011				
	% White 2011 (2001)	% Pakistani 2011 (2001)	% Bangladeshi 2011 (2001)	% Other non-white 2011 (2001)
<b>St James'</b>	94.4 (95.3)	0.5 (0.9)	0.3 (0.9)	4.7 (2.9)
<b>Oldham</b>	79.5 (87.1)	9.1 (5.9)	6.6 (4.1)	4.9 (2.9)
<b>England</b>	85.4 (90.9)	2.1 (1.4)	0.8 (0.6)	11.7 (7.1)





# Economy and Income

**£24,315**



Median Household Income

(Oldham average = £23,920)

**62.3%** ↑

Employment Rate

(Oldham average = 58.2%)

**14.4%** ↓

Out-of-work benefit claimants

(Oldham average = 13.1%)

Average income in St. James' (£24,315) is slightly than the Oldham average (£23,920) However, previous work shows that there is significant variation across the ward. A high proportion of residents are employed (62.3%), especially full-time. However, there are above average proportions of residents claiming out-of-work benefits (14.4%).

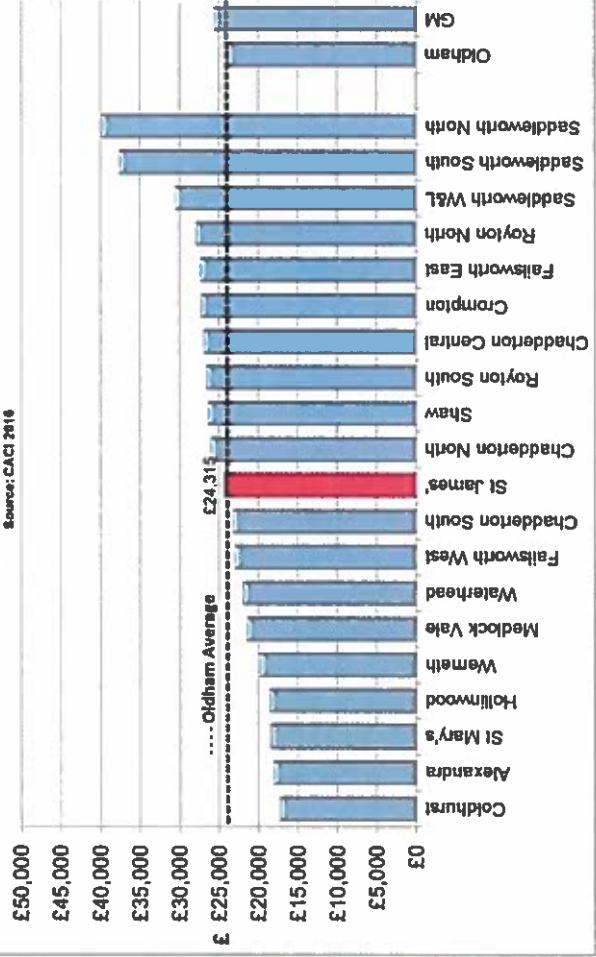
Economic Status (aged 16-74) - Source ONS Census 2011				
	St James'	St James' %	Oldham %	England %
<b>Employed</b>	5,085	62.3	58.2	62.1
<b>Part-time</b>	1,109	13.6	13.9	13.7
<b>Full-time</b>	3,369	41.3	36.6	38.6
<b>Self employed</b>	607	7.4	7.8	9.8

## Out of work benefit claimants (aged 16-64) - Source: DWP 2015

	St James' (number)	St James' %	Oldham %	England %
<b>Unemployment</b>	218	2.9	1.7	3.4
<b>Employment Support Allowance (ESA)</b>	638	8.6	8.4	5.9
<b>Lone Parents (claiming Income Support)</b>	205	2.7	1.7	1.3
<b>Other</b>	15	0.2	0.4	0.4
<b>Total out of work benefit claimants</b>	1076	14.4	13.1	10.9

## Median Household Income

Source: CACI 2016



# Housing

**4988** 

Number of Households

**9.2%**



Households in Fuel Poverty

(Oldham average = 10.7%)

**£115,285**



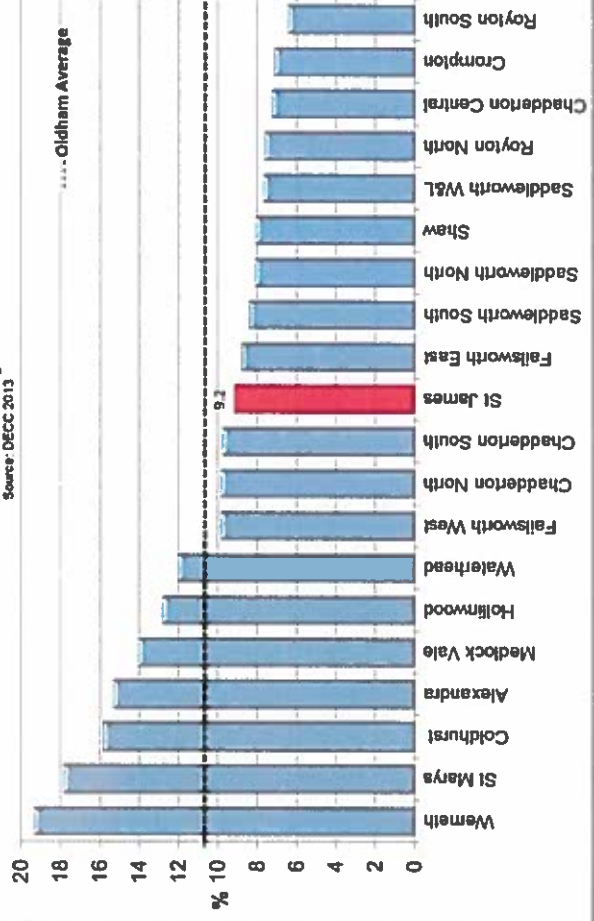
Average Sold House Price

(Oldham average = £129,268)

Housing in this ward is predominantly owner-occupied (60.4%), but less so than average, and 27.2% of housing is social rented, with two relatively large estates. Private rented accommodation has grown since 2001 (7.0% to 12.1%), and is in line with the Oldham average. Other housing indicators are broadly in line with Oldham norms, although there is a high proportion of residents (32%) with pre-pay energy meters.

	Housing Tenure: Source ONS Census 2011					
	2011			2001		
	% Owner occupied	% Social rented	% Private rented	% Owner occupied	% Social rented	% Private rented
St James'	60.0	27.2	12.1	60.4	29.4	7.0
Oldham	65.3	21.1	12.2	68.4	22.9	5.5
England	64.1	17.7	16.8	68.7	19.3	8.8

**Fuel Poverty**  
Source: DECC 2013



Housing - Source: Oldham Council 2016 You and Your Community Survey 2013		
	St James' %	Oldham %
Vacant properties	2.3	3.4
Claiming Council Tax Reduction and/or Housing Benefit	29.4	28.0
Can afford to keep house in decent state of repair	52	54
Pre-pay energy meters	32	20



# Household Composition

**28.6%** 

Single person households  
(Oldham average = 30.3%)

**18.3%** 

Lone Parent households  
(Oldham average = 13.1%)

**6.4%** 

Overcrowded households  
(Oldham average = 7.5%)



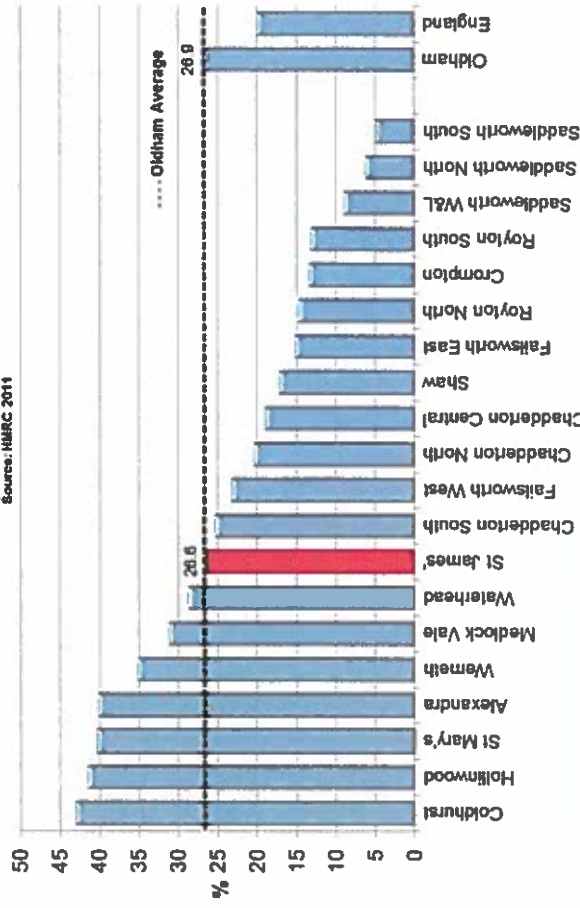
St. James' has some interesting patterns of household composition. There are high proportions of households with one adult of working age, excluding those over 65 (37.9%, compared to 30.2% for Oldham) and many of these are lone parents with dependent children (13.9%). Child poverty is average, which is to say over a quarter (26.6%) of children are living in low income families.

Number of Children Source: ONS Census 2011/HMRC 2015		
Households with:	St James' %	Oldham %
<b>No Children</b>	57.7	60.7
<b>Three or more Children</b>	6.8	7.4

Household Composition - Source ONS Census 2011			
	St James' %	Oldham	England
Single person households aged under 65	19.6	17.1	17.9
Single person households aged 65 and over	9.0	12.8	12.4
Married couples	34.9	39.7	41.3
Cohabiting couples	13.7	10.2	9.9
Lone parents (with dependent children)	13.9	9.1	7.1
Lone parents (without dependent children)	4.4	4.0	3.5
Other	4.5	7.1	8.0

Children living in low income families

Source: HMRC 2011



# Education and Skills

**55.7%** 

**Early Years Good development**  
(Oldham average = 57.3%)

**29.2%**

**Adults with no Qualifications**  
(Oldham average = 29.6%)

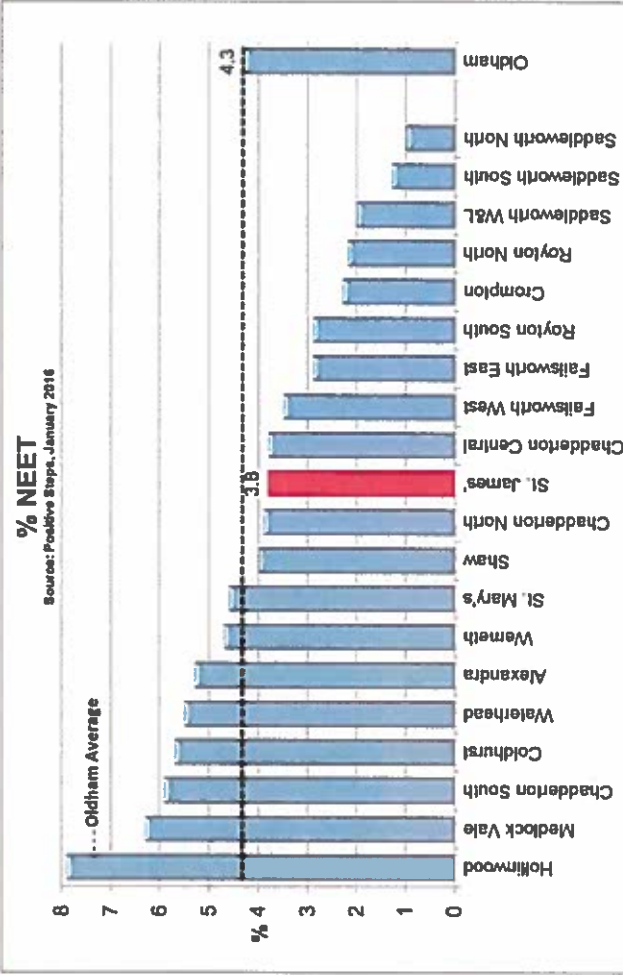
**15.7%** 

**Adults with Degree**  
(Oldham average = 18.6%)

Education and skill levels in this ward are somewhat mixed. Few adults have degrees (15.7%), and the proportion with no qualifications (29.2%) is in line with the Oldham average. The proportion of school leavers with no GCSEs (1.3%) is below average, while just below the expected proportion (47%) gain 5 GCSEs including English and Maths. Foundation Stage outcomes are mixed, Boys being higher than the Oldham average and Girls being lower. The percentage of NEETs (Not in Employment Education or Training) is marginally below the Oldham average at 3.8%.

Early Years Foundation Stage 2014/15 - Source DfE		
Good level of development:	St James' %	Oldham %
<b>All</b>	55.7	57.3
<b>Boys</b>	52.9	49.7
<b>Girls</b>	58.3	64.9

GCSE Results 2014/15 - Source: DfE			
	St James' %	Oldham %	England %
<b>5 GCSEs at grade A*-C</b>	51.0	60.2	64.9
<b>5 GCSEs at grade A*-C inc English and Maths</b>	47.0	50.5	53.8
<b>No GCSEs</b>	1.3	2.2	2.2





# Health

**17.0%** ♿

**Long-term health problems**  
(Oldham, average 16.3%)

**74.4** ♂

**Male Life Expectancy**  
(Oldham average = 76.4%)

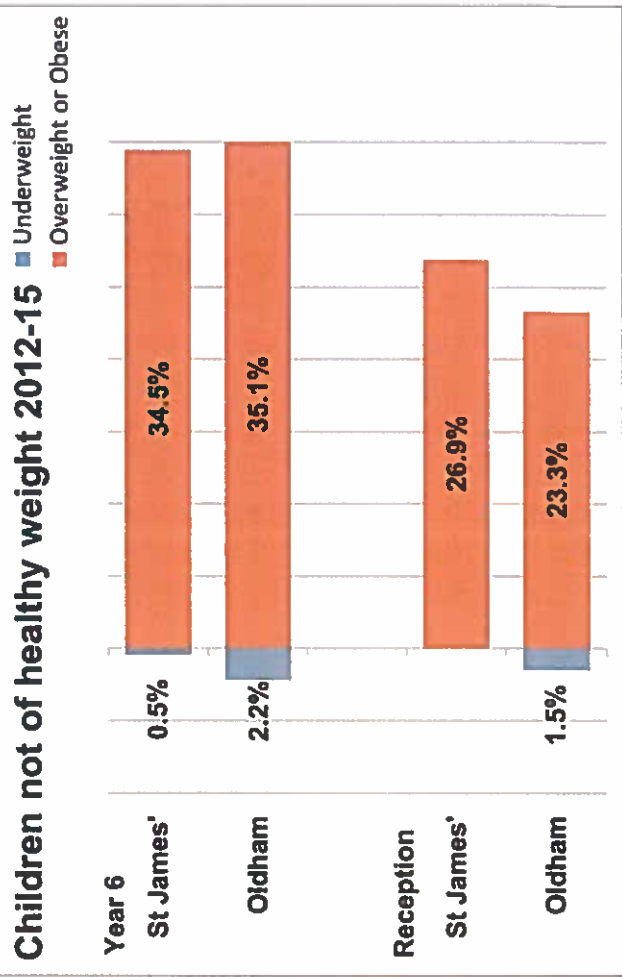
**79.3** ♀

**Female Life Expectancy**  
(Oldham average = 80.7%)

Health in St. James' is broadly in line with Oldham norms, in terms of long term health problems and poor health. Percentage of children underweight is the lowest in Oldham, however, smoking rates (29.2%) are much higher than the Oldham average (24.7%). The proportion of under 75 deaths are slightly above the average. Both male and female life expectancy is the 6th lowest in Oldham, with both below the Oldham average.

Health Behaviours		
Pennine Care 2016 / Acorn 2015 / Hospital Episode Statistics 2008-13		
	St James'	Oldham
<b>Mothers breastfeeding at 6-8 weeks %</b>	27.9	37.5
<b>Smoking %</b>	29.2	24.7
<b>Hospital stays for alcohol related harm (ratio)</b>	126.9	123.1

Health Outcomes		
Hospital Episode Statistics 2008-13 / Public Health England 2008-12		
	St James'	Oldham
<b>Emergency hospital admissions -all causes (ratio)</b>	133.6	128.8
<b>Emergency hospital admissions -CHD (ratio)</b>	111.1	129.1
<b>A&amp;E attendances in under 5's (ratio)</b>	527.9	523.9
<b>Under 75 deaths all causes (ratio)</b>	140.5	133.7
<b>Under 75 deaths for cancer (ratio)</b>	134.5	123.7





# Crime

**904** ↑

**Total number of crimes**

(+10.9% since 2014, Oldham average +19.3%)

**45** ↑

**Burglary Dwellings**

(36.4% since 2014, Oldham average +15.9%)

**687** ↓

**Anti-Social Behaviour**

(-3.8% since 2014, Oldham Average 2.2%)

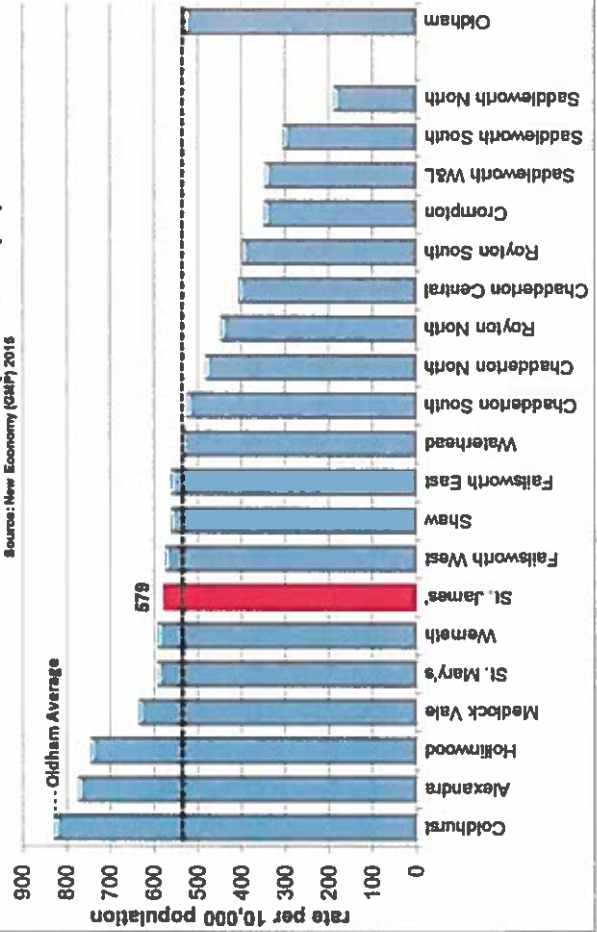
The crime rate in St. James' increased by over 10% between 2014 and 2015, but remains slightly below the Oldham average. The overall increase in crime is due to increases in Assaults, Vehicle Crimes, ABH and Burglary Dwelling.

St. James' saw a 3.8% decrease in the number Anti-Social Behaviour incidents between 2014 and 2015. However, the ASB rate still remains just above the Oldham average.

Crime statistics (rates per 10,000 population) - Source: GMP				
	St James' 2014	St James' 2015	Oldham 2014	Oldham 2015
<b>Theft</b>	109	99	132	130
<b>Burglary Dwelling</b>	28	38	59	68
<b>Burglary other</b>	50	46	53	49
<b>Criminal Damage</b>	148	164	108	143
<b>Assault</b>	96	108	61	81
<b>Vehicle Crime</b>	55	76	88	102
<b>Actual Bodily Harm</b>	66	79	58	71
<b>Total crime</b>	704	762	684	802

**2015 Anti-Social Behaviour rate per 10,000 population**

Source: New Economy (GMP) 2015



## Top 5 crimes 2015 - St James'

- Criminal Damage 194
- Affray/Common Assault 128
- Theft 118
- Violence without injury 99
- Actually bodily harm 94

# Co-operation and Community

**62%** 

**Satisfaction with local area**  
(Oldham average = 71%)

**26.8%** 

**% Turnout**  
(Oldham average = 36.0%)

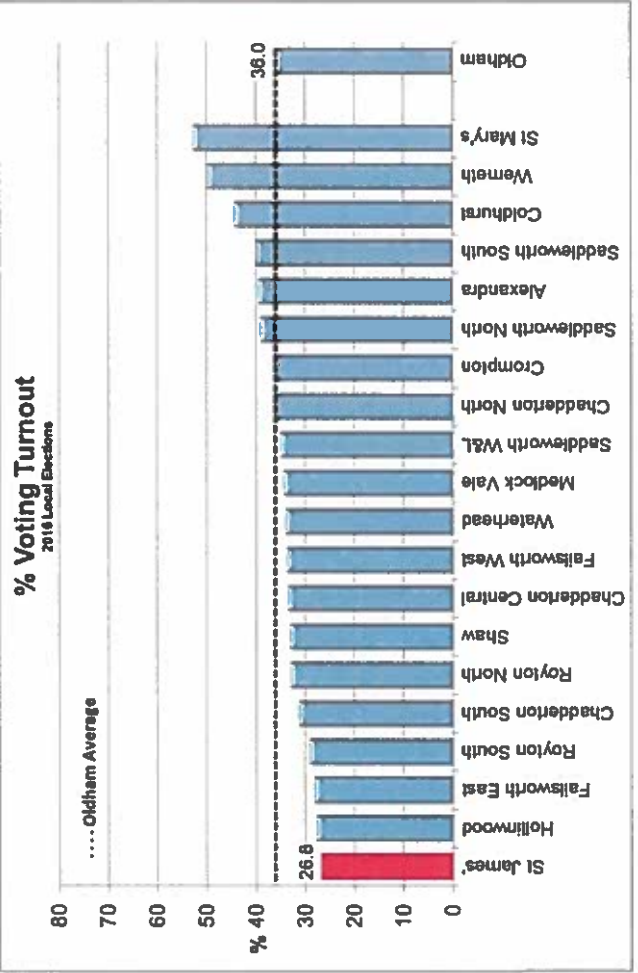
**33%**

**% Volunteered in last 12 months**  
(Oldham average = 38%)

Turnout levels for the 2016 local elections in St. James' (26.8%) were the lowest across the borough and well below the average.

Perceptions of community involvement, volunteering levels and satisfaction with the local area are all below the Oldham averages.

Co-operation and cohesion : You and Your Community Survey 2013		
	St James'%	Oldham %
Satisfied with local area as place to live	62	71
Dissatisfied with local area as place to live	14	15
Neighbourhood has improved in last two years	9	11
Neighbourhood has got worse in last two years	28	27
Feel very involved/fairly involved in your local community	23	26
Have volunteered in last 12 months	33	38
Neighbourhood is a place where people from different ethnic backgrounds get on well together	24	30



Factors which are important in making somewhere a good place to live?

- Clean streets 57%
- Low levels of crime 51%
- Good access to health services 40%

Source: You and Your Community Survey 2013

Local Intelligence

Later in the year we will release pilot updates to the ward profiles, which will include feedback from local residents, providing a further level of depth to this analysis.

# Sources

## Population:

Office for National Statistics (ONS) Census 2011,  
Office for National Statistics (ONS) Mid Year estimates 2014.

## Economy and Income:

Department for Work and Pensions (DWP) Data 2015, Office for National Statistics (ONS) Census 2011,  
CACI Paycheck data 2016.

## Housing:

Office of National Statistics (ONS) Census 2011, Land Registry 2016, You and Your Community  
Survey, September 2013, Ipsos MORI, Oldham Council Benefits data 2016, Department for Energy  
and Climate Change (DECC) 2013.

## Household Composition:

HM Revenue and Customs 2015, Office for National Statistics (ONS) Census 2011.

## Education:

Department for Education (DfE) 2014/15, Office for National Statistics (ONS) Census 2011,  
Positive Steps 2016.

## Health:

Office for National Statistics (ONS) 2008-12, Acorn 2015, Public Health England 2008-12,  
Hospital Episodes 2008-13, Pennine Care 2016, NCMP 2012-15.

## Crime:

New Economy (GMP) 2015

## Cooperation and Community:

You and Your Community Survey, September 2013, Ipsos MORI, Oldham Council Elections Data 2016

## Further Information

For further information on the 2016 Ward Profiles, please contact the Business Intelligence Service on: [business.intelligence@oldham.gov.uk](mailto:business.intelligence@oldham.gov.uk)

To download the full dataset used for the 2016 ward profiles please use the link below and click on ward profile data. Each individual profile can also be downloaded from the neighbourhood pages.

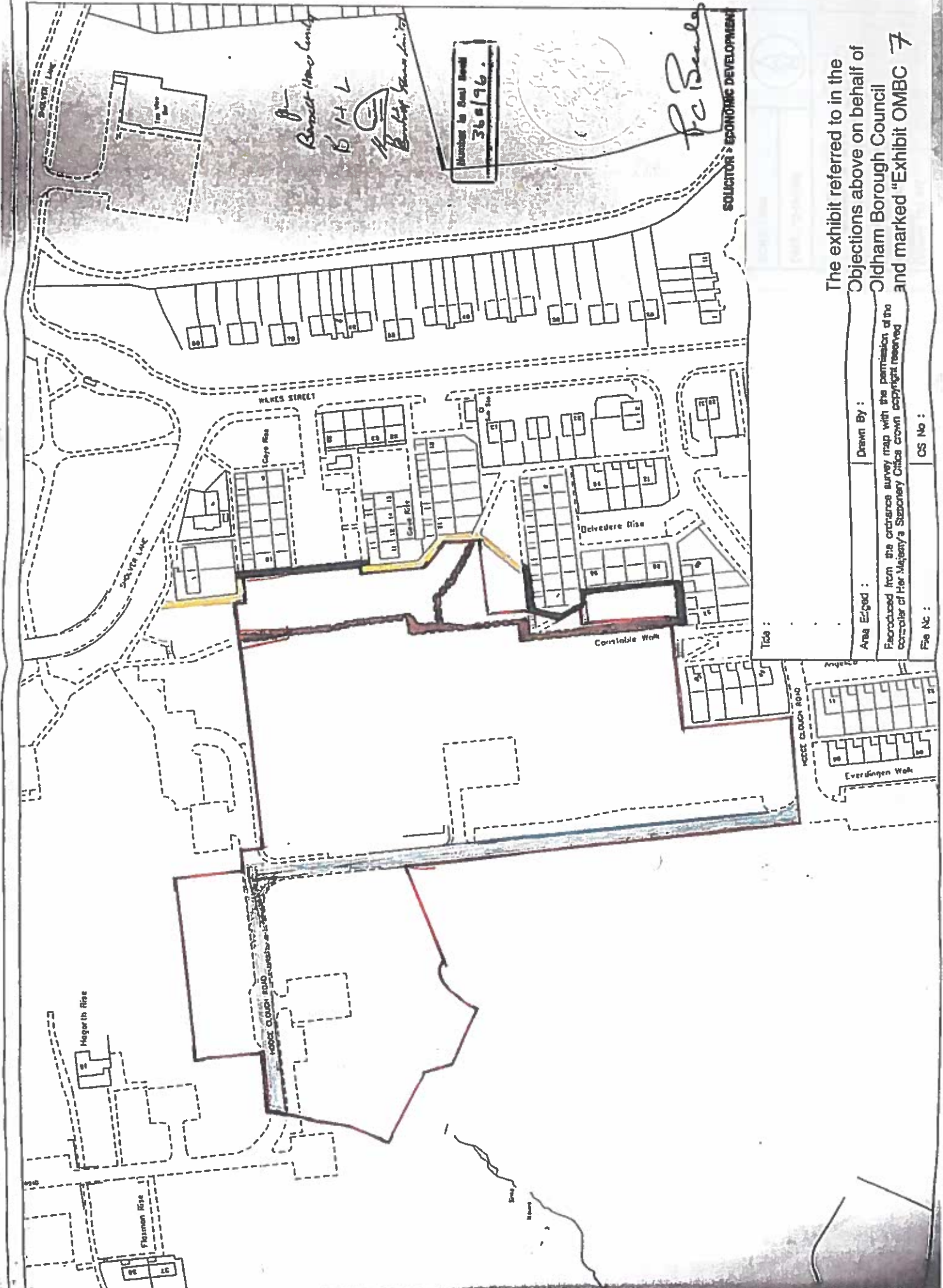
[Research and statistics about Oldham](#)

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The exhibit referred to in the  
 Objections above on behalf of  
 Oldham Borough Council  
 and marked "Exhibit OMBC 7"

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 OS No :