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Title Number MS161597

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MW 283

HES 25/1177

HES/CG/3245

INLAND REVENUE

Produced Pursuant to the 1982 day

RR File
MS 161597

This Conveyance is made the **11th** day **of July** One thousand nine hundred and eighty two
BETWEEN WIRRAL BOROUGH COUNCIL (hereinafter called "the Council") of the one part and **DORIS PATRICIA HUSTON** of P
12 Mackenzie Road Moreton

Wirral Merseyside
(hereinafter called "the Purchaser") of the other part

Whereas

The Council is seized of the property hereinafter described for an estate in fee simple in possession subject as hereinafter provided but otherwise free from incumbrances and in pursuance of its statutory powers has agreed to sell the said property to the Purchaser for an estate in fee simple in possession subject as hereinafter stated but otherwise free from incumbrances at the price of £6,375.00

Now This Deed Witnesseth as follows:-

(1)

Conveyance

In consideration of the sum of £6,375.00 paid by the Purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council as beneficial owner in exercise of its statutory powers and of every other power enabling it hereby conveys unto the Purchaser ALL THAT property described in the first Schedule hereto TOGETHER with the right of free passage and running of water and soil (in common with the Council and all persons entitled thereto) by and through the channels drains pipes and sewers in or under the neighbouring housing estate belonging to the Council AND TOGETHER ALSO with the rights and easements referred to in Clause 2 hereof EXCEPTING AND RESERVING unto the Council and its successors in title the owners and occupiers for the time being of the Council's said housing estate or any part thereof the right (in common with the Purchaser and all others entitled thereto) of free passage and running of water and soil by and through the channels drains pipes and sewers in through or under the property hereby conveyed and EXCEPTING AND RESERVING ALSO the rights and reservations referred to in Clause 3 hereof TO HOLD the same unto the Purchaser in fee simple SUBJECT to the Covenants exceptions reservations stipulations and conditions hereinbefore and hereinafter referred to

(-)

Easement(s) granted (as to right(s) of way)

~~The following rights and easements are included in the Conveyance hereby made namely:-~~

(a) A right of way from time to time and at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the property hereby conveyed but not for any other purpose whatsoever for the Purchaser and his successors in title the owners and occupiers for the time being of the property hereby conveyed or any part thereof and his or their respective servants and licencees (in common with the Council and all other persons having the like right) with or without vehicles and with or without animals to and from the property hereby conveyed or any part thereof and all or any buildings thereon over and along the pathway shown coloured brown on the plan hereto annexed between the points marked A and B thereon subject to the payment of a fair proportion of the expense of maintaining and keeping such pathway in repair

(As to overhangs)

(b)

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Easements reserved

(As to right(s) of way)

There is excepted and reserved in fee simple to the Council and its successors in title the owners and occupiers for the time being of all or any part of the Council's adjoining property known as No. aforesaid and its respective servants and licencees

(a) a right of way at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the said property but not for any other purpose whatsoever with or without vehicles and with or without animals from and to the public highway called

aforesaid over and across the pathway coloured green on the said plan subject to the payment of a fair proportion of the expense of maintaining and keeping the pathway in repair

(As to overhangs)

(b)

(2)

Pursuant to ~~Section 104B of the Housing Act 1957~~ the Purchaser for ~~Section 8 of the Housing Act 1980~~ himself and his successors in title hereby covenants to pay to the Council on demand the amount specified in Clause (3) below if within a period of 5 years from the date hereof there is a disposal falling within ~~Sub-Section (4) of the said Section 104B-~~ Sub-Section (3) of the said Section 8 but if there is more than one such disposal then only on the first of them.

(3)

The amount payable under Clause (2) hereof shall be Six thousand three hundred and seventy five pounds (£6,375.00) but reduced by 20% of that sum for each complete year which elapses after the date hereof and before the disposal.

(4)

Generally as to existing rights and easements

It Is Hereby Agreed And Declared as follows:-

- (a) As between the property hereby conveyed and any adjoining or neighbouring property or properties belonging to and retained by the Council all ways lights passages of air water soil or drainage and other amenities in the nature of easements shall henceforth subsist and continue to be exercisable or enjoyable as easements in like manner and to the like extent as heretofore under one ownership ~~SAVE AND EXCEPT that nothing contained in this clause shall affect the provisions contained in Clause(s) 2 and 3 hereof~~
- (b) The Purchaser and his successors in title shall not by virtue of this deed acquire any right of light or air or otherwise which would prejudice the free use and enjoyment of any adjoining or neighbouring land belonging to the Council for building or for any other purpose and any enjoyment of light or air or otherwise had by the Purchaser or his successors in title from or over any adjoining or neighbouring land belonging to the Council shall be deemed to be had by the consent (hereby given) of the Council

(5)

Covenants by Purchaser

The Purchaser so as to bind so far as may be the property hereby conveyed into whatsoever hands the same may come and so that this covenant shall be for the benefit and protection of the adjoining housing estate of the Council and every part thereof but so that the Purchaser shall not be personally liable for a breach of this covenant occurring on or in respect of the property or any part or parts thereof after he shall have parted with all interest therein hereby covenants with the Council that he and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations following

As to common services

- (a) To pay a reasonable proportion of the expense of maintaining and repairing all sewers pipes drains watercourses spouts gutters downspouts, soakaways gas and water pipes electric cables and wires flues chimneys roofs walls fences and hedges and easements or rights in the nature of easements or part of the same respectively which provide common benefit or service for the property hereby conveyed and adjoining or neighbouring premises or used or to be used in common by the occupiers of the property hereby conveyed or the occupiers of any adjoining premises or neighbouring premises separating the property hereby conveyed from any adjoining or neighbouring premises of the Council as the case may be and such proportion in the case of dispute or difference shall be determined by the Council's Director of Development for the time being whose decision shall be final and binding upon all parties and to allow the Council with or without workmen at all reasonable times of the day to enter upon the property hereby conveyed for the purpose of such repair or maintenance as aforesaid

Against trade or business

- (b) Not to carry on or permit to be carried on upon the property hereby conveyed any trade or business nor to use or permit the property hereby conveyed to be used for any illegal or immoral purpose or for the sale of intoxicating liquors or otherwise than as a private dwellinghouse nor to do or suffer to be done thereon any act or thing whatsoever which may be or become or be deemed by the Council to be a nuisance damage disturbance or annoyance to the Council its lessees or tenants in the neighbourhood

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Indemnity in relation to restrictive covenants

~~The Purchaser (with the object of affording to the Council a full indemnity in respect of any breach of any of the restrictive covenants and conditions contained or referred to in the Document(s) mentioned in the Second Schedule hereto but not further or otherwise) hereby covenants with the Council that the Purchaser and the persons deriving title under him will at all times hereafter perform and observe such restrictive covenants and conditions and will keep the Council indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced~~

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Acknowledgment for production

~~The Council hereby acknowledges the right of the Purchaser to production of the said document(s) mentioned in the Second Schedule hereto (the possession of which is retained by the Council) and to delivery of copies thereof and hereby undertakes with the Purchaser for the safe custody of the same~~

(6)

Interpretation

In this deed (where the context so admits)

- (a) Words importing the masculine gender shall be deemed and taken to include females and the singular to include the plural unless the contrary as to number is expressed
- (b) Where the word "Purchaser" shall include more than one person then all covenants entered into by "the Purchaser" shall be deemed to be joint and several covenants and there shall be deemed to be included in this deed the following clause, namely:
"The persons included in the phrase "the Purchaser" shall hold the property hereby conveyed upon the statutory trusts for sale and otherwise contained in Section 35 of the Law of Property Act 1925 for the benefit of themselves as joint tenants in equity"

(7)

Certificate of value

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 £ 25,000.00

In Witness whereof the Council has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written

FIRST SCHEDULE

All That piece of land on the westerly side of Mackenzie Road Moreton aforesaid the situation whereof is more particularly delineated and described in the plan hereto annexed and thereon edged in red TOGETHER with the messuage or dwellinghouse (and garage) thereon erected known as Number 12 Mackenzie Road. aforesaid that part of which shown coloured/hatched on the said plan is included in the Conveyance hereby made only as to the first floor level and above and that part of which coloured/hatched on the said plan is excluded from the Conveyance hereby made as to the first floor level and above (as mentioned in Clause 2 and 3 hereof)

The said property is subject to the exceptions and reservations contained or referred to in the Conveyance of the 22nd March, 1928 more particularly specified in the Second Schedule hereto

SECOND SCHEDULE

22nd March, 1928

CONVEYANCE of this date made between Mary Evelyn Compton Vyner (1) John Cullimore The Hon. Lovel William Coke and Walter Percy Norton (2) and Wallasey Corporation (3)

THE COMMON SEAL of WIRRAL
BOROUGH COUNCIL was hereunto
affixed in the presence of:-



Mayor

Robert M. Lennell
Authorised Officer

SIGNED SEALED AND DELIVERED)
by the said DORIS PATRICIA)
HUSTON)
in the presence of:-)

D. P. Huston

witness

Name: *S. W. Colton*

Address: *6, Circular Rd,
Barberhead*

Occupation: *bleck*

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:-)

O P H L E N

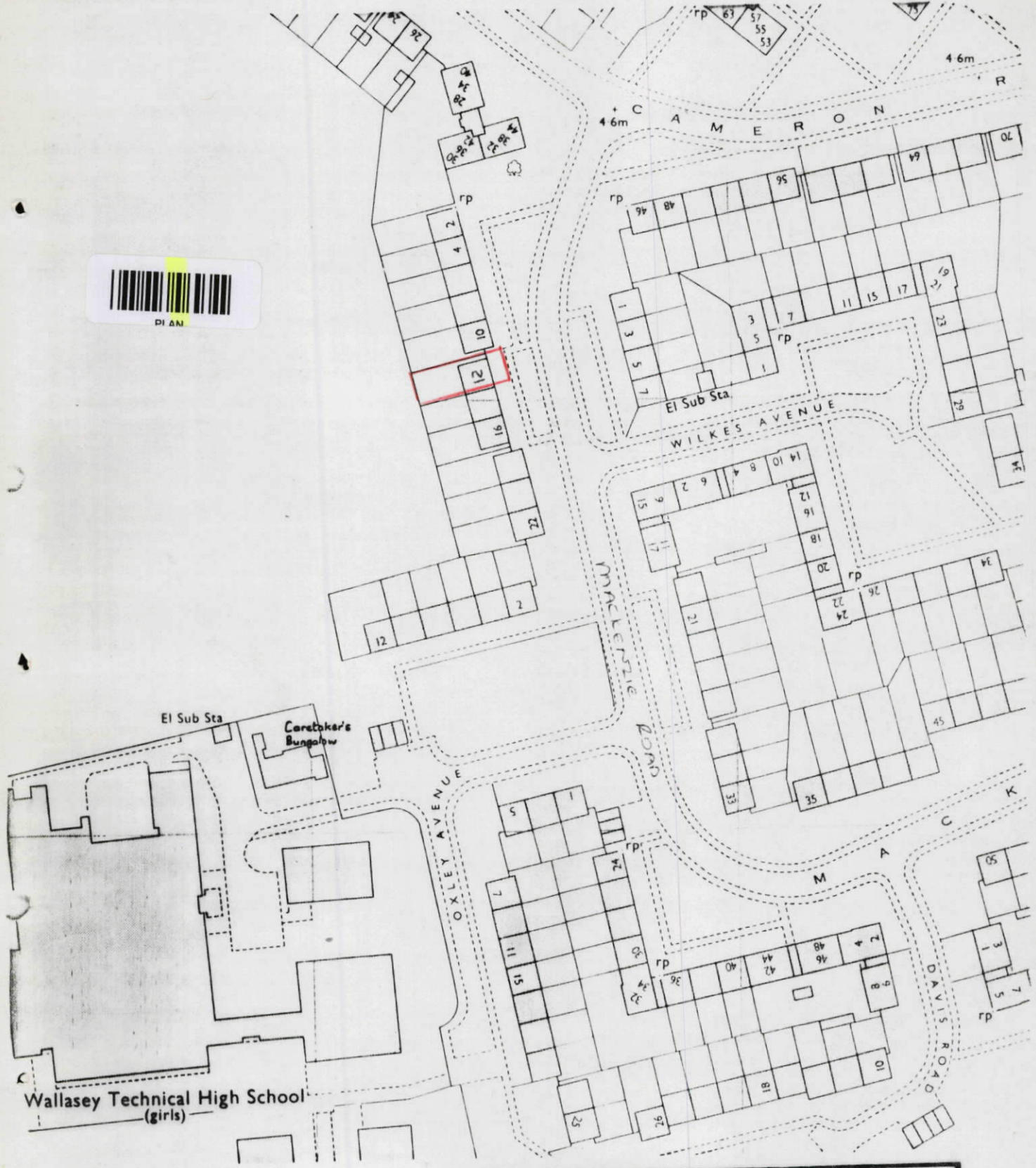
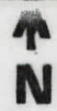
Name: *V. R. Thompson*

Address: *1, Frobisher Rd, Moreton,
Marseyside*


Occupation: *GARDENER*

NUMBER IN SEAL BOOK *A771*

Plan Referred To



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 ordnance survey map
 with the sanction
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 Metropolitan Borough of Wirral Department of Development <i>Estates & Valuation Division</i>			
Roger E Shaw ARIBA AMBIM <i>Director of Development</i> Municipal Offices, Brighton Street, Wallasey, Merseyside, L44 8ED telephone 051-638 7070			
Title 12 MACKENZIE ROAD LEASOWE			
Drawn LAM	Date 6.10.81	Scale 1:1250	Drawing No 9122/81 RFA 4319