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Title Number MS67157

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WE HEREBY CERTIFY that this is a true and correct copy of the original Conveyance of even date and made between the parties hereto DATED the 26th day of January 1978

*D. P. Roberts*

3 Hamilton Square  
Birkenhead.

THIS CONVEYANCE is made the *Twenty* day of *January* One thousand nine hundred and seventy-eight BETWEEN WIRRAL BOROUGH COUNCIL (hereinafter called

"the Council") of the one part and DAVID MAURICE HUMPHREYS and BETTY HUMPHREYS (his wife) both of 120 ORRETT'S MEADOW ROAD, WOODCHURCH, BIRKENHEAD

(hereinafter called "the Purchaser(s)") of the other part

WHEREAS

INLAND REVENUE  
PRODUCED  
24 JAN 1978  
FINANCE ACT 1931

(1) The Council is the successor in title under the Local Government Act 1972 to the Mayor Aldermen and Burgesses of the County Borough of Birkenhead

and is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter provided but otherwise free from incumbrances

(2) The Council in pursuance of its statutory powers and with the consent of the Secretary of State for the Environment (which consent was given generally on the 30th day of June 1970 in Circular 54/70 issued by the then Minister of Housing and Local Government subject to certain conditions which have been fully observed) has agreed to sell the said property for an estate in fee simple in possession subject as hereinafter stated but otherwise free from incumbrances at the price of £ 5400-00

NOW THIS DEED WITNESSETH as follows:-

- IN consideration of the sum of £5400-00 paid by the Purchaser(s) 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(s) 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 other persons entitled thereto) by and through the channels

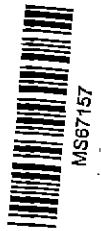


Photo  
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drains pipes and sewers in or under the neighbouring housing estate belonging to the Council AND TOGETHER ALSO with the rights and easements referred to in Clause 2 hereof EXCEPTING AND RESERVING unto the Council and its successors in title 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(s) and all others entitled thereto) of free passage and running 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(s) in fee simple (as beneficial joint tenants) SUBJECT to the covenants reservations stipulations and conditions hereinbefore and hereinafter referred to

2. THE following right and easement is included in the conveyance hereby made namely :

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(s) and their 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 licensees (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 said plan 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

3. 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. 118 Orretts Meadow Road Woodchurch aforesaid  
and its respective servants and licensees 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 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  
Orretts Meadow Road in Woodchurch

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

4. THE Purchaser(s) hereby [jointly and severally] covenant~~(s)~~  
with the Council that they or any of their successor(s)  
in title or any person deriving title under them or under such  
successor(s) will not during the period of five years from the  
date hereof:-

(a) Sell the property hereby conveyed at a price exceeding  
£ 5400-00 plus such additional sum in respect of any  
improvements to the property which may be made after the  
date hereof as may be agreed between the Purchaser(s) or  
such person as aforesaid and the Council or in default of  
agreement determined by the Secretary of State for the  
Environment on application made by either party within one  
month after the default

(b) Sell or grant any lease or tenancy of the property hereby  
conveyed or any part thereof unless the Purchaser(s) or  
such person as aforesaid has first notified the Council in  
writing of the proposed sale or grant of a lease or tenancy  
and offered to sell the said property to the Council in  
manner and on the terms following that is to say:

- (i) The offer shall be made in writing to the Council and  
shall remain open for acceptance for a period of one  
month from the date thereof (which date shall be deemed

to be the date of receipt thereof by the Director of Administration and Legal Services for the time being to the Council in accordance with the provisions of

paragraph (v) hereof) PROVIDED ALWAYS that such last mentioned period shall in no case exceed the time hereinbefore limited for the continuance of this option

(ii) If the Council shall before the expiration of the said period of one month accept such offer in writing under the hand of the said Director of Administration and Legal Services as its agent the Purchaser(s) or such person aforesaid shall resell the property to the Council on the terms hereinafter mentioned

(iii) Until the expiration of such period of one month the

be at liberty to

improvements to the property which may be made after the date hereof but less such sum in respect of any depreciation in the condition of the property which may take place after the date hereof as may be agreed between the Purchaser(s) or such person as aforesaid and the Council or in default of agreement as may be determined by the Secretary of State for the Environment on application made by either party within one month after the default

6. 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 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 for rights of way contained in Clauses 2 and 3 hereof
- (b) The Purchaser(s) and their 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(s) or their successors in title from or over any adjoining or neighbouring land belonging to the Council shall be deemed to had by the consent (hereby given) of the Council

7. THE Purchaser(s) so as to bind so far as may be the property hereby conveyed into whosoever 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(s) 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 they shall have parted with all interest therein hereby [jointly and severally] covenant(s) with the Council that they and those deriving title under them will at all times hereafter observe and perform the restrictions and stipulations following

(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 parts 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

(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

- (c) Not without the previous consent in writing of the Council to erect boundary walls fences or hedges upon the property hereby conveyed or any part thereof and to maintain to the reasonable satisfaction of the Council's Director of Development the boundary hedges walls or fences now erected or to be erected upon the property hereby conveyed or any part thereof
- (d) No advertisement shall be displayed or permitted to be displayed and no shed or house advertisement board or hoarding or any other structure of any kind whether temporary or permanent shall be erected on the premises or any part thereof nor shall any structural or elevational alterations in or additions to the premises be made without the previous consent in writing of the Council (as covenantee) and if any such consent be obtained the Purchaser(s) will do all subsequent work to the satisfaction of the said Director of Development

8. THE Purchaser(s) (with the object of affording to the Council a full indemnity in respect of any breach of any of the restrictive covenants and conditions referred to in the Second schedule hereto but not further or otherwise) hereby [jointly and severally] covenant(s) with the Council that the Purchaser(s) and the persons deriving title under them ~~will do all subsequent work to the satisfaction of the said Director of Development~~ ~~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

9. THE Council hereby acknowledges the right of the Purchaser(s) to production of the document(s) mentioned in the Third schedule hereto (the possession of which is retained by the Council) and to delivery of copies thereof and hereby undertakes with the Purchaser(s)



for the safe custody of the same

10.

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 £15,000-00

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto affixed and the Purchaser(s) has/have hereunto set their hand(s) and seal(s) the day and year first before written

F I R S T S C H E D U L E

ALL THAT the property situate and known as 120 Orretts Meadow Road Woodchurch Birkenhead Merseyside which is more particularly delineated on the plan annexed hereto and thereon edged red.

S E C O N D   S C H E D U L E

As contained mentioned or referred to in a Conveyance dated 27th  
November 1926 and made between Ernest Bland Royden (1) and the Mayor  
Aldermen and Burgesses of the County Borough of Birkenhead (2)

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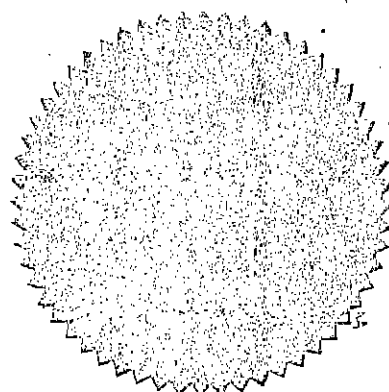
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**THIRD SCHEDULE**

The Conveyance dated 27th November 1926 more particularly described in the Second Schedule hereto.

27  
1926

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



*Alkildred*  
\_\_\_\_\_  
Mayor

*J. Wells*  
\_\_\_\_\_  
Director of Administration  
and Legal Services

3751

SIGNED SEALED AND DELIVERED  
by the said DAVID MAURICE  
HUMPHREYS  
in the presence of:-

*D. M. Humphreys*

Name: *Mr. A. E. BLAIR*  
Address: *165 ORRETS MEADOW RD.,  
WOODCHURCH,  
WIRRAL*  
Occupation: *Costs & Accounts Clerk*

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

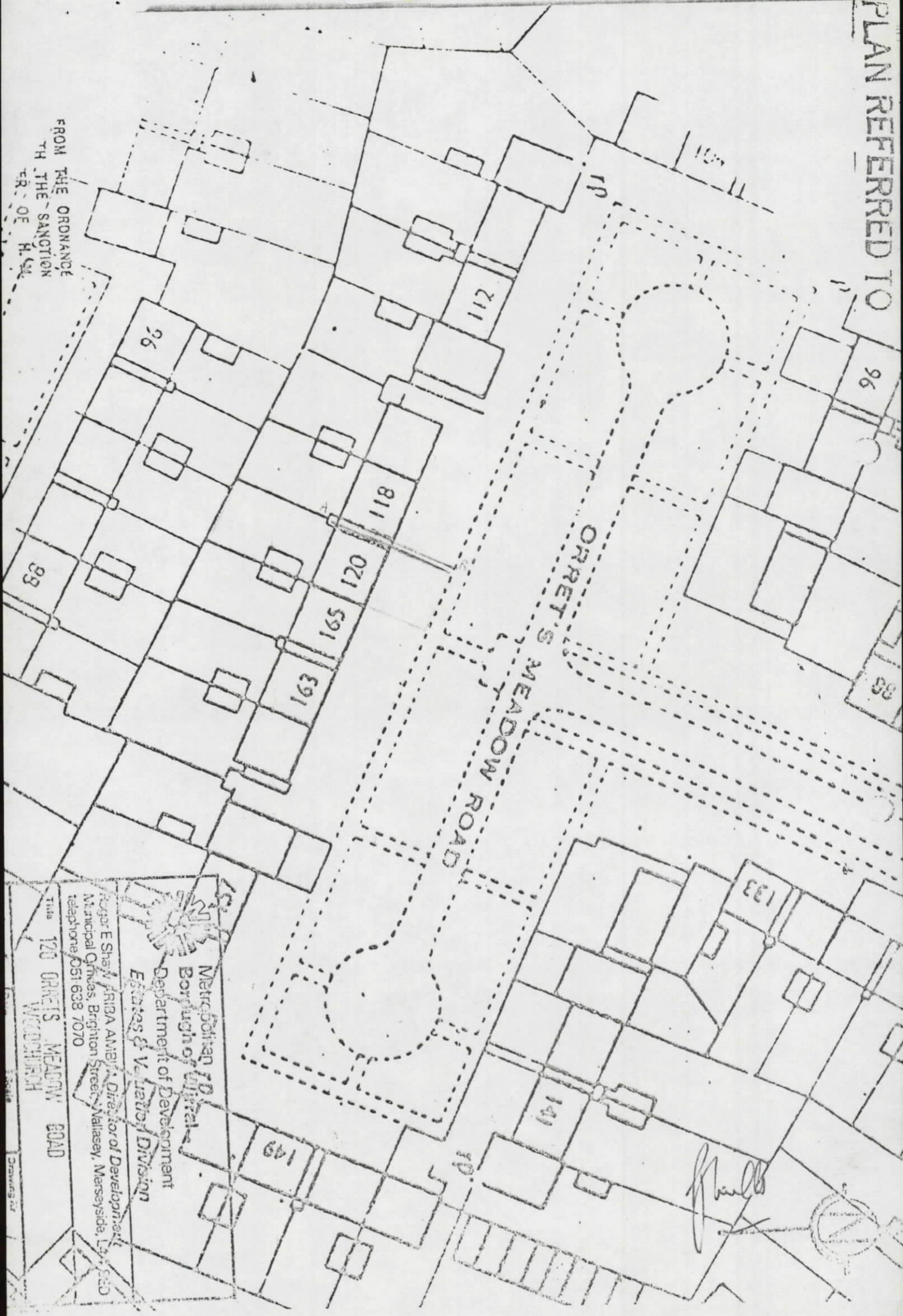
*B. Humphreys*

Name: *Mr. A. E. BLAIR*  
Address: *165, ORRETS MEADOW RD.  
WOODCHURCH, WIRRAL*  
Occupation: *Costs & Accounts Clerk*



PLAN REFERRED TO

FROM THE ORDINANCE  
TH THE SANCTION  
FR OF H. 54



Metropolitan  
Borough of  
Department of Development  
Estates & Vegetation Division

Director E. Shanahan  
Municipal Offices, Brighton Street, Malesay, Merseyside, L21 5ED  
Telephone 051 638 7070

Title 120 ORRET'S MEADOW ROAD  
WOODSHIRE

*Paul*

