

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.



# Official copy of register of title

Title number MS171141

Edition date 19.10.2020

- This official copy shows the entries on the register of title on 30 JUN 2023 at 10:59:01.
- 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 30 Jun 2023.
- 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, Birkenhead Office.

## A: Property Register

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

MERSEYSIDE : WIRRAL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north east side of St Peters Road, Wirral.
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer dated 20 August 1982 made between (1) Cammell Laird Shipbuilders Limited and (2) Bellway Builders Limited:-
 

"TOGETHER WITH the right (in common with the Transferor and all other persons entitled thereto) to the free passage and running of surface water and foul sewage through the drains to be constructed by the Transferee in a good and workmanlike manner to the satisfaction of the Transferor's surveyor in a position approximately indicated by the blue lines drawn on the plan

The said land is hereby transferred subject to all liberties privileges easements and quasi easements rights and advantages howsoever arising which are at the date hereof enjoyed over the property transferred by the Transferor the local authority or any other statutory authority or by the owners of any adjoining or adjacent property"

The right to the free passage and running of surface water and foul sewage through the drains to be constructed in a position shown by blue lines referred to is included in the registration only so far as such right is validated by the Perpetuities and Accumulations Act 1964.

*NOTE: Copy plan filed.*
- 3 The Transfer dated 20 December 1974 referred to in the Charges Register contains a declaration as to fences and rights of user.
- 4 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 Where the parts edged and numbered in green on the filed plan include

## A: Property Register continued

pathways or driveways rights of way are reserved thereover.

- 7 (15.03.2017) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 1 February 2017 made between (1) Bellway Homes Limited and (2) Seaton GR SPV5 Limited.

*NOTE: Copy filed under SH46358.*

- 8 (15.03.2017) The Transfer dated 1 February 2017 referred to above contains a provision as to light or air.
- 9 (15.03.2017) The Transfer dated 1 February 2017 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## 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 (15.03.2017) PROPRIETOR: ADRIATIC LAND 6 (GR1) LIMITED (Co. Regn. No. 08467539) of 6th Floor, 125 London Wall, London EC2Y 5AS and of legal@homegroundonline.com .
- 2 (15.03.2017) RESTRICTION: Until 1 February 2022 no disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraph 7 of the Second Schedule to the Transfer dated 1 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 3 (15.03.2017) RESTRICTION: Until 1 February 2027 no disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraph 8 of the Second Schedule to the Transfer dated 1 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (15.03.2017) RESTRICTION: Until 1 February 2027 no disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraph 2.1 of the Third Schedule to the Transfer dated 1 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.

## C: Charges Register

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

- 1 (09.12.1982) A Conveyance dated 23 July 1836 made between parties unknown contains restrictive covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (09.12.1982) A Deed dated 23 July 1836 affecting the land tinted yellow made between (1) Thomas Morecroft (2) Edward Langdale (3) Henry Jenkins and othes and (4) Christopher Bullin and Thomas Berry Horsfall contains restrictive covenants but neither the original deed nor a certified

## C: Charges Register continued

copy or examined abstract thereof was produced on first registration.

3 (09.12.1982) A Deed dated 21 February 1837 affecting the land tinted yellow on the filed plan made between (1) Henry Jenkins and others and (2) Christopher Bullin and Thomas Berry Horsfall contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (09.12.1982) The land tinted brown on the filed plan is with other land unknown subject to a perpetual yearly rentcharge of 15s.0d created by an Agreement dated 21 February 1837 made between parties unknown.

Neither the original agreement nor a certified copy or examined abstract thereof was produced on first registration.

By a Transfer of the land tinted brown on the filed plan dated 10 December 1974 made between (1) The County Council of Merseyside and (2) Cammell Laird Shipbuilders Limited this rentcharge was informally apportioned as to £0.37 to the land in this title.

NOTE: Original filed under MS8231.

5 (09.12.1982) The Agreement dated 21 February 1837 referred to above contains covenants.

6 (09.12.1982) The land tinted yellow on the filed plan is subject to a yearly rentcharge of 15s.0d created by a Deed dated 2 May 1838 made between unknown parties but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

7 (09.12.1982) A Deed dated 14 May 1845 affecting the land tinted pink on the filed plan made between (1) Richard Watson Barton and (2) John Walker and William Walker contains covenants details of which are set out in the schedule of restrictive covenants hereto.

No copy of the covenant to observe the said restrictive stipulations was supplied on first registration.

8 (09.12.1982) A Deed dated 26 March 1866 affecting the land tinted blue on the filed plan made between (1) Richard Barton and (2) Thomas Simpson Paterson (Senior) contains restrictive stipulations details of which are set out in the schedule hereto.

No copy of the covenant to observe the said restrictive stipulations was supplied on first registration.

9 (09.12.1982) By a Deed dated 7 August 1908 the covenants referred to above were expressed to be modified details of which are set out in the schedule hereto.

The said Deed also contains covenants details of which are set out in the schedule hereto.

10 (27.05.1983) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered MS183306 in green on the filed plan dated 10 May 1983 made between (1) Bellway Builders Limited and (2) The Merseyside and North Wales electricity Board:-

"TOGETHER WITH the full right and liberty for the Board and their successors in title the owners and occupiers for the time being of the property hereby transferred or any part thereof and their respective servants agents and licensees and all persons authorised by them (in common with the Company and all others having the like right) with or without vehicles of any description machinery and apparatus from time to time to pass and repass over and along the adjoining land belonging to the Company coloured brown on the said plan and also over and along the site of a new road now laid out or intended to be laid out on the Company's development at St Peters Rock Ferry Birkenhead and also along all roads now laid out or intended to be laid out within a period of eighty years from the date hereof on the said development for the purpose of gaining access to and egress from the piece of land hereby transferred from and to the public highway AND TOGETHER ALSO with the right for the Board to lay and maintain electric cables and conduits or

## C: Charges Register continued

pipes for containing the same where necessary within and under such estate roads AND TOGETHER ALSO with the right for the Board to lay maintain electric cables and conduits or pipes for containing the same where necessary with and under the said land coloured brown and in the position approximately indicated by a green line on the said plan and to break up the respective surfaces thereof as far as may be necessary from time to time for the purpose of laying relaying repairing and maintaining the said electric cables and conduits or pipes doing as little damage as possible and restoring the respective surfaces as soon as may be AND TOGETHER ALSO with the right for the Board and all persons authorised by them to enter and be upon the land of the Company shown coloured blue on the said plan bound up within for the purpose of erecting and thereafter from time to time for the purpose of inspecting and repairing the substation building intended to be erected on the land hereby transferred."

NOTE: The land coloured brown blue and the green line referred to have been hatched brown, hatched blue and shown by a blue broken line respectively on the filed plan.

- 11 (08.07.1983) The roads and passages are subject to rights of way.
- 12 (08.07.1983) The land is subject to the rights to use the sewers drains watercourses wires cables gutters and other services and ancillary rights of entry.
- 13 (08.07.1983) The parts of the land respectively affected thereby wick adjoin the parts edged and numbered in green on the filed plan are subject to rights of entry for the purpose of maintaining and repairing any boundary structures or building erected on the parts so edged and numbered.
- 14 (08.07.1983) The pathways or driveways included in the title are subject to rights of way.
- 15 (22.01.1990) By a Transfer of the land edged and numbered MS298735 in green on the filed plan dated 9 January 1990 made between (1) Bellway (Builders) Limited and (2) Wirral Borough council the two rentcharges of 15s.0d from the Deeds dated 21 February 1837 and 2 May 1838 referred to above became payable exclusively out of the land retained by the transferor in informal exoneration of the land transferred.

NOTE: Transfer filed under MS298735.

- 16 (27.06.2016) 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.
- 17 (15.03.2017) Option to re-purchase in favour of Bellway Homes Limited contained in the Transfer dated 1 February 2017 referred to in the Property Register which will subsist until 31 January 2027.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 21 February 1837 referred to in the Charges Register:-

each of them, the said several persons parties hereto or the first part, doth hereby for himself, his heirs, executors, administrators and assigns covenant, promise and agree with and to the others and other of them and their and his heirs, executors administrators and assigns, and also with and to the said Christopher Bullin and Thomas Berry Horsfall, and the survivor of them, their and his heirs, executors, administrators and assigns and also with and to the persons or person who from time to time shall be the acting trustees or trustee under any and every appointment which shall be made by virtue of the power in that behalf hereinafter contained, their and his heirs, executors administrators and assigns, as trustees for each of the said persons parties hereto of the first part, and their respective heirs and assigns, that each of the said several persons parties of the several parcels of land allotted and conveyed or intended to be conveyed to each of them, the said persons parties hereto of the first part, and so far as each of them, and his respective heirs, executors,

## Schedule of restrictive covenants continued

administrators and assigns respectively, is, are or shall be interested in the parcels of land and hereditaments which remain unallotted and vested in the said trustees as aforesaid, observe, perform fulfil and keep the several stipulations, regulations and agreements hereinafter contained, (that is to say)

.....  
..

THAT the several roads and drives shewn in the plan drawn upon these presents shall be made, and for ever hereafter be kept open and maintained as private roads and drives for the exclusive use and enjoyment in common of the several parties hereto of the first part, and their respective heirs and assigns, agents and servants, lessees tenants and occupiers for the time being of the said lands, now called the Rock Park, but the same shall be used as carriage drives or walks only, and no carts, wains or waggons shall be permitted to use or pass over the same, save when bringing materials for the erection of any buildings on any of the said parcels of land, or when bringing any articles for the use of any dwelling house on the said lands. And that the said roads and drives, and also the said bridge or culvert, and also the said sewers, together with all such gates, doors, rails, chains, walls, fences, inclosures, locks, and fastenings as are now or shall from time to time hereafter be set up, erected made or placed in or upon the said roads and drives for the purpose of excluding the public therefrom, shall from time to time and at all times hereafter be kept repaired and amended in a proper, substantial and workmanlike manner, and the expenses thereof be defrayed out of the fund to arise and be formed from the said yearly rents of 15s and the other rents hereinafter mentioned and made applicable thereto, and if the same rents should at any time be insufficient for such purposes, the deficiency shall be contributed and paid by the said parties hereto of the first part, and their respective heirs and assigns in the shares and proportions in which they are or from time to time may be interested in the said several allotments, and that each of the said parties hereto of the first part, and their respective heirs and assigns shall and will from time to time contribute and pay to the said Christopher Bullin and Thomas Berry Horsfall or the survivor of them or the trustees or trustee for the time being appointed as hereinafter provided, in the shares and proportions last aforesaid, the money so from time to time required for the purposes in this clause and the said second clause respectively mentioned. And also that each of the said parties hereto of the first part, and his heirs and assigns and his and their agents and servants, lessees, tenants and occupiers for the time being, using the said roads and drives, or any of them shall and will from time to time, and at all times, immediately after he or they shall have used and passed through any of the said gates or doors, shut and fasten the same.

THAT no bricks shall be either wholly or partially made or burnt upon any part of the said hereditaments and premises hereinbefore described

THAT no more than one dwellinghouse with suitable outbuildings and conveniences for domestic use, stables and outbuildings belonging thereto, shall be erected upon each 1000 superficial square yards of the said land, except on the lots marked on the said plan 1a. to 12a in the said plan, and no more than one dwellinghouse with such outbuildings and conveniences and stables as aforesaid, shall be erected upon each 650 superficial square yards, on the said lots marked 1a to 12a and if two dwelling houses be built on any of such last mentioned lots containing 1300 or more superficial square yards therein, and in every such case each two dwelling houses shall be built adjoining each other so as to form in appearance one dwellinghouse but in no case shall more than two dwellinghouses adjoin each other, so that there may not be any continuous line of more than two houses adjoining each other.

THAT no house or other building shall be erected nearer than 20 yards from the said esplanade, except in the lot nearest the hotel, which lot is denoted on the said plan as No. 12b. and no house or other building shall be erected within 10 yards of any carriage road or drive, whether such carriage road or drive be or be not shown in on the said plan, except on the lot at the north-west part of the said hereditaments and

## Schedule of restrictive covenants continued

premises, which last mentioned lot is also denoted on the said plan as being No. 12a.

THAT no dwellinghouse, outhouse, or other building shall be erected higher than two stories above ground, including the ground floor, but exclusive of attics, to be lighted from the roof, and each dwellinghouse shall be built of stone, or be cemented, stuccoed or rough cast.

THAT no house or building shall be erected on any part of the said hereditaments and premises, or let for any other purpose than private and domestic use, and no trade, profession or business, whatsoever, other than the learned professions, the profession of a surgeon, the business of a schoolmistress, for young ladies, or of a teacher or master for the education of not more than six pupils, and the business of a lodging, house keeper, shall at any time be carried on, in or upon any such house or building when erected, or in or upon any part of the said hereditaments and premises, without the consent in writing of the owners for the time of all the said lands called the Rock Park, and that if such consent should be given in any one instance, the same shall not operate or be considered as an implied consent in any other instance.

THAT no boundary division, or party wall, or fence between distinct properties shall be built or put on the said lands, hereditaments and premises in the Rock Park, or any part thereof, higher than tree feet from the ground exclusive of the railing or hedge on the top thereof, and no close boarding shall be used to prevent persons seeing through any railings or fences, except along the esplanade, and all dwelling houses, buildings, walls and other erections, railings, fences and gates, which now are or shall from time to time hereafter be erected made, placed, or put up, in or upon the lots so conveyed to each of the said parties hereto his heirs and assigns in severalty, or hereafter to be sold and conveyed, shall for ever be maintained and kept in good and sufficient repair and condition by and at the expense of the person or persons for the time being owning the same respectively.

THAT the several other persons parties hereto of the first part, and their respective heirs and assigns, and tenants, shall have the free use and enjoyment in common with the said William Dowson, his heirs and assigns, of the pump and well formed and made or intended to be formed and made in the allotment marked 9a. in the said plan and conveyed to the said William Dowson, the same being kept in repair out of the said rents, or by the parties hereto, their respective heirs or assigns, as herein mentioned.

THAT the allotment marked 9c. in the said plan, and containing 2304 superficial square yards of land and the buildings called the Baths, shall remain vested in the said Christopher Bullin and Thomas Berry Horsfall their heirs and assigns, upon the trusts contained in the above in part recited indenture of the 23rd day of July 1836, but the said strand or shore of the river Mersey in front of the said lands forming the Rock Park and also the building called the Lodge and the pump shall remain vested in the said Christopher Bullin and Thomas Berry Horsfall, their heirs and assigns freed from the trusts contained in the said indenture of 23rd July 1836, but, nevertheless, in trust for the said several persons parties hereto of the first part respectively, as tenants in common, according to their respective undivided shares mentioned in the same indenture, and for their respective heirs and assigns, as real estate, and that the said shore or strand shall not be used for any purpose, but such as may be agreed upon by a majority of the proprietors for the time being of the parcels of land fronting the esplanade.

THAT the said buildings called the Baths on the said plan, shall be let and occupied in cottages or dwelling houses until a majority of the parties hereto, their executors, administrators or assigns shall determine that the same be sold or otherwise appropriated.

NOTE 1: No copies of the plans referred to were produced on first registration

NOTE 2: The said Indenture dated 23 July 1836 is that one referred to

## Schedule of restrictive covenants continued

in the Charges Register.

- 2 The following are particulars of the stipulations contained in the Deed dated 14 May 1845 referred to in the Charges Register

Not to erect, build or finish upon the said plot of land or some part thereof one or more but not exceeding four substantial messuages, or Dwellinghouses, Messuages or Dwellinghouses

And that in case four messuages or dwellinghouses should be built upon the said plot of land they should be erected in two piles of two in each pile so that each pile should have the appearance of but one large house and that in case three houses should be erected upon the said plot of land then two of such houses should be built in a pile as before mentioned And the other of such houses should be detached and that the entrances to the houses respectively and also the site and arrangement of the said houses and the plans and the elevations thereof and of the stables outhouses and outbuildings be attached thereto and the intended arrangement of the same should be previously submitted to Richard Watson Barton or his Architects for his approval before the commencing of the erection of the same respectively

AND FURTHER that all messuages or dwellinghouses which should be erected upon the said plot or any part thereof shall be of a respectable appearance and not more than two stories high And that no message or dwellinghouse should be erected And should be of the rental value than £40 to be let to a tenant or tenants and that no message or dwellinghouse or other erection or building should be built upon the said plot of land within ten yards of the boundary of the said plot of land adjoining to the said road called the Church Road nor within five yards of the boundary of the said plot of land adjoining to the said road called the Middle Road and also should not nor would at any time hereafter erect or build upon the said plot of land any stable, outhouse or other outbuilding to face front or open into the said roads respectively and that such stables outhouses or outbuildings so to be erected should open into a yard or yards to be formed at the back of the said dwellinghouse or dwellinghouses and that such yard or yards should be properly enclosed and separated from the said roads by a wall to be approved of by the said Richard Watson Barton or his Architect or asforesaid to that the same stables outhouses and outbuildings should not be a nuisance or inconvenience to the adjoining land of the said Richard Watson Barton or the dwellinghouses to be erected thereon and would forever leave open and unbuilt upon one half of the said roads called Church Road and Middle Road respectively so far as the same respectively be opposite adjoining to and co-extensive with the said plot of land in order to form part of the same roads respectively and also should and would at all times thereafter when requested by the said Richard Watson Barton his heirs or assigns with good and proper materials well and effectually make and complete and keep in good repair and condition all main soughs or drains which it may be necessary to construct from the said plot of land or the messuages or building to be erected thereon to the main sewer or drain so to be made by the said Richard Watson Barton as thereafter mentioned But that no main drain or sewer should be opened for the purpose of turning into it any drain or sewer to be made by the said John Walker and William Walker their heirs or assigns or for any other purpose whatsoever without the previous notice in writing to be given to the Owner of the land immediately opposite to the place where such drains or sewer was intended to be opened by the party so requiring such opening ten days at least before the commencement of the same in order that the owner of the opposite land might have an opportunity of inspecting the work and that it is performed in an effective and workmanlike manner And also should and would after the said Richard Watson Barton his heirs or assigns his or their solicitor or agent should give Notice to the said John Walker and William Walker that the said intended new road called the Church Road and Middle Road and the said main sewer or drain have been formed and completed by the said Richard Watson Barton his heirs or assigns as thereafter mentioned should and would forever maintain and keep one half of the same road respectively in good repair and condition so far as they respectively lie opposite adjoining to and co-extensive with the said plot of land and also should and would when required by the said Richard Watson Barton his heirs and assigns pay one half of the expense in keeping in good repair and the main sewer or



## Schedule of restrictive covenants continued

drain then made or thereafter to be made through or under the said new intended roads or either of them so far as such sewer or drain is co-extensive with the said plot of land And also should and would at all times thereafter permit and suffer the said Richard Watson Barton his heirs or assigns to take all proper steps to inspect the state and conditions of the said main sewer and drain and also that they the said John Walker and William Walker their heirs or assigns or the heirs or assigns for the time being of any messuage or dwellinghouse that should be erected or built upon the said plot of land or any part thereof should not at any time or times thereafter turn or permit or suffer to be turned into the said soughs or drains so to be made by the said John Walker and William Walker their heirs or assigns or into the said main Soughs and drains to be made by the said Richard Watson Barton as aforesaid any foul water or the emptyings of any water closets or privies or anything that could be deemed a nuisance or inconvenience to the adjoining or other properties of the messuages or dwellinghouse erected thereon AND ALSO that the said John Walker and William Walker their heirs or assigns should not nor would any of them nor should nor would his or their or any of their tenant or tenants or occupiers for the time being of the said premises make any bricks nor use follow or exercise or carry on or permit or suffer to be used followed exercised or carried on in or upon the said plot of land or any part thereof any manufactory of Vitriol Glass Copper Brass Iron or any other mineral or any alkali or any chemical operation or chemical work which should produce any smoke or disagreeable smell or the trade or business of a melter of fat fustian dresser Pipe maker tallow Chandler Innkeeper beer shop keeper butcher retail shop keeper or any other trade or business manufactory or employment whatsoever which then was could should or might be deemed a public or private nuisance or any inconvenience to the neighbourhood and should not nor would erect build or make or permit or suffer to be erected built or made upon the said plot of land any iron or brass forge or foundry or any furnace or fire Engine or steam engine.

3 The following are details of the covenants contained in the Deed dated 26 March 1866 referred to in the Charges Register:-

Not nor would erect or build upon the said piece of land any messuage or dwellinghouse which shall not be of a respectable appearance or more than two stories high and that not more than two messuages or dwellinghouses shall at any time be erected upon the said piece of land and that no messuage or dwellinghouse or any stable or any outbuilding shall be built within ten yards of any of the Streets or Roads adjoining to the said piece of land and that no messuage or dwellinghouse or buildings which shall be built upon the said piece of land shall be of a less yearly value than sixty pounds to be let to a tenant or tenants and should not at any time thereafter erect or build upon the said piece of land any outhouse or outbuilding to face front or open into any of the said streets or roads and that no doors or windows of any such stables outhouses and outbuildings so to be erected or of any yard to be attached thereto shall open into the said Road but into a properly enclosed yard or yards to be formed at the side or back of the messuages or Dwellinghouses and that such yards shall be properly enclosed from the Road by a Wall so that the same shall not be reasonably considered a nuisance or inconvenience to the adjoining land of the said Richard Barton or the Dwellinghouse to be erected thereon PROVIDED NEVERTHELESS that the said Thomas Simpson Paterson his heirs and assigns shall be at liberty at any time to erect a Stable and Coachhouse and also a Porters Lodge upon the land to be used along with his present residence so that the same shall not be built within 10 yards of any of the Streets or Roads adjoining the said plot of land and that the said Thomas Simpson Paterson his heirs and assigns shall and will on demand pay to the said Richard Barton his heirs or assigns one half of the expense of repairing and maintaining coextensively with the said piece of land all main sewers already made or hereafter to be made by the said Richard Barton his heirs or assigns in or through any of the said Streets and the said Thomas Simpson Paterson his heirs or assigns shall be at liberty but in a proper and workmanlike manner in all respects to put into all or any of such main sewers any sewer or drain from the houses or buildings to be erected on the said piece of land but so that ten days notice in writing at the least of the intention of the said Thomas Simpson Paterson his heirs or assigns to put such drain or sewer into any such main sewer be given to the said

## Schedule of restrictive covenants continued

Richard Barton his heirs or assigns who may at any time do all acts necessary for the due construction maintenance repair or inspection of any such main sewer That so soon as the said Richard Barton his heirs or assigns should have made the roads opposite or adjoining to the said piece of land the main sewers under the same the said Thomas Simpson Paterson his heirs or assigns should at his own expense and with good and proper material make and complete in a good and substantial manner the foot paths with curb stones on the said of the same roads which adjoin to and are co-extensive with the said piece of land and also that the said Thomas Simpson Paterson his heirs and assigns should maintain and keep one half of the said roads or streets and the footpath co-extensive with the said piece of land in good repair and condition until the said roads or streets shall have been adopted by the Local Board of health for Higher Bebington that no noisome or offensive trade occupation or proceeding or anything that can or may be deemed a public or private nuisance annoyance or inconvenience shall be carried on upon the said land or any part thereof and particularly there shall not be carried on upon the said piece of land or any part thereof any manufactory of Vitriol glass copper brass or iron or any other chemical operation or chemical work or any school or the trade or business of a brick maker melter of fat fustian dresser pipe maker butcher tallow chandler Inn keeper beershop keeper retailer of beer wine or spirits nor shall there be erected upon the said plot of land any iron or brass forge or foundry or any furnace fire engine or steam engine or any brewery blubber house resin works smithy tan yard or slaughter house or any shop for the sale of any article or commodity whatsoever.

- 4 The following are particulars of the items of modification contained in the Deed dated 7 August 1908 referred to in the Charges Register.

WHEREAS by an Indenture dated the fourteenth day of May One thousand eight hundred and forty five and made between Richard Watson Barton of the one part and John Walker and William Walker of the other part (hereinafter called the Conveyance of One thousand eight hundred and forty five) All that plot piece or parcel of land or ground situate lying and being at Derby House within Higher Bebington in the County of Chester and containing Four thousand square yards or thereabouts and therein more particularly described was conveyed by the said Richard Watson Barton unto the said John Walker and William Walker their heirs and assigns for ever and the said Indenture contained amongst other covenants the covenant by the said John Walker and William Walker a copy of which is contained in part one of the Schedule hereto AND WHEREAS by a Indenture dated the twenty sixth day of March One thousand eight hundred and sixty six and made between Richard Barton of the one part and Thomas Simpson Paterson of the other part (hereinafter called the Conveyance of One thousand eight hundred and sixty six) All that piece or parcel of Land situate lying and being at Derby House within Higher Bebington in the county of Chester containing Five thousand three hundred and forty two square yards or thereabouts and therein more particularly described was conveyed to the said Thomas Simpson Paterson his heirs and assigns for ever and the said Indenture contained amongst other covenants the covenants by the said Thomas Simpson Paterson a copy of which is contained in part two of the said Schedule thereto

AND WHEREAS the said Henry John Hope Barton has agreed at the request of the Company to release the Company so far as he lawfully can from such of the said covenants as are set out in the Schedule hereto in consideration of the Company entering into the covenants hereinafter contained and in addition covenanting with the said Henry John Hope Barton to observe and perform such of the covenants contained in the Conveyance of One thousand eight hundred and forty five and One thousand eight hundred and sixty six respectively as are not set out in the said Schedule hereto

THE SCHEDULE ABOVE REFERRED TO

Part 1

AND the said John Walker and William Walker do hereby for themselves jointly and severally and for their joint and several and respective heirs executors and administrators covenant promise and agree to and

## Schedule of restrictive covenants continued

with the said Richard Watson Barton his heirs and assigns that they the said John Walker and William Walker their heirs or assigns shall and will erect build and finish upon the said plot of land hereby released or some part thereof one or more but not exceeding four substantial messuages or dwellinghouses shall be built on the said plot of land they shall be erected in two piles of two houses in each pile so that each pile shall have the appearance of but one large house and that in case but three houses shall be erected upon the said plot of land then two of such houses shall be built in a pile as before mentioned and the other of such houses shall be detached and that the entrances to the same respectively and also the site and arrangement of the said houses and the plans and elevations thereof and of the stables outhouses and outbuildings to be attached thereto and the intended arrangement of the same shall be previously submitted to the said Richard Watson Barton or his Architect for his approval before the commencement of the erection of the same respectively and further that all messuages or dwellinghouses which shall be erected upon the said plot or any part thereof shall be of a respectable appearance and not more than two storeys high and that no messuage or dwellinghouse so to be erected shall be of a less yearly value than Forty Pounds to be let to a tenant or tenants and that no messuage or dwellinghouse or other erection or building shall be built upon the said plot of land adjoining to the said road called the Church Road nor within five yards of the boundary of the said plot of land adjoining to the said road called the Middle Road and also that they the said John Walker and William Walker their heirs or assigns shall not nor will at any time hereafter erect or build upon the said plot of land hereby released any stable outhouse or other outbuilding to face front or open into the said roads respectively and that such stables outhouses or outbuildings so to be erected shall open into a yard or yards to be formed at the back of the said dwellinghouse or dwellinghouses and that such yard or yards shall be properly enclosed and separated from the said roads by a wall to be approved of by the said Richard Watson Barton or his Architect as aforesaid so that the same stables outhouses and outbuildings shall not be a nuisance or inconvenience to the adjoining land of the said Richard Watson Barton or the dwellinghouses to be erected thereon

AND the said Thomas Simpson Paterson doth hereby for himself his heirs executors administrators and assigns covenant with the said Richard Barton his heirs and assigns that he the said Thomas Simpson Paterson his heirs or assigns shall not nor will erect or build upon the said piece of land any messuage or dwellinghouse which shall not be of a respectable appearance or more two storeys high and that not more than two messuages or dwellinghouses shall at any time be erected upon the said piece of land and that no messuage or dwellinghouse or stable or outbuilding shall be built within ten yards of any of the streets or roads adjoining to the said piece of land as shewn on the said plan and that no messuage or dwellinghouse or building which shall be built upon the said piece of land shall be of a less yearly value than Sixty Pounds to be let to a tenant or tenants And that the said Thomas Simpson Paterson his heirs or assigns shall not at any time hereafter erect or build upon the said piece of land any outhouse or outbuilding to face front or open into any of the said streets or roads as shewn on the said plan and that no doors or windows of any such stables outhouses or outbuildings so to be erected or of any yard to be attached thereto shall open into the said road but into a properly enclosed yard or yards to be formed at the side or back of the messuages or dwellinghouses and that such yards shall be properly enclosed from the road by a wall so that the same shall not be reasonably considered a nuisance or inconvenience to the adjoining land of the said Richard Barton or the dwellinghouses to be erected thereon PROVIDED NEVERTHELESS that the said Thomas Simpson Paterson his heirs and assigns shall be at liberty at any time to erect a stable and coachhouse and also a Porters Lodge upon the land to be used along with his present residence so that the same shall not be built within ten yards of any of the streets or roads adjoining the said plot of land

NOTE: No copy of the plan referred to was supplied on first registration.

5 The following are particulars of the covenants contained in the Deed dated 7 August 1908 referred to in the Charges Register.

## Schedule of restrictive covenants continued

THE Company do hereby for themselves their successors and assigns covenant with the said Henry John Hope Barton his heirs and assigns the owner or owners for the time being of the said Derby House Estate that the Company shall not nor will erect upon the said pieces of land respectively comprised in the Conveyances of One thousand eight hundred and forty five and One thousand eight hundred and sixty six any messuage or dwellinghouse which shall be of a less yearly value than Twenty five pounds to let to a tenant or tenants And shall not nor will erect any messuage or dwellinghouse on the said pieces of land as aforesaid until the position plans and elevations of any such messuage or dwellinghouse shall have been submitted to the Agent or Surveyor for the time being of the said Henry John Hope Barton for approval and approved by him And shall not nor will at any time hereafter erect or build any stables or other accommodation for horses upon the said pieces of land and premises or any part thereof And further that the Company their successors and assigns will at all times hereafter observe and perform all the covenants on the part of the said John Walker and William Walker and the said Thomas Simpson Paterson contained in the Conveyance of One thousand eight hundred and forty five and One thousand eight hundred and sixty six respectively with the exception of the said covenants which are set out in the said Schedule hereto so far as such first mentioned Covenants remain to be performed and observed.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.06.1983 1 (part of) : 2 : 3	18 St Peters Mews (lower floor flat) : garden ground: parking space	16.05.1983 999 years from 5.4.1981	MS184252
2	08.09.1983 1 (part of) : 7	16 St Peters Mews (upper floor flat) : garden ground	12.08.1983 999 years from 15.10.1981	MS189928
3	22.09.1983 8 (part of) : 9 : 13	Plot 51 St Peters Mews (first floor flat) : parking space : garden ground	22.09.1983 999 years from 5.4.1981	MS190669
4	11.10.1983 11 (part of) : 12	4 St Peters Mews (first floor flat) : garden	27.07.1983 999 years from 15.10.1981	MS191490
5	25.10.1983 8 (part of) : 10 : 14	Plot 50 St Peters Mews (ground floor flat) : garden : parking space	26.07.1983 999 years from 15.10.1981	MS192334
6	02.12.1983 15	29 St Peters Road	09.09.1983 999 years from 15.10.1981	MS194427
7	26.01.1984 16 (part of) : 17 : 18	23 St Peters Mews (ground floor flat) : garden ground : parking space	09.12.1983 999 years from 15.10.1981	MS197582
8	05.03.1984 30 (part of) : 31 : 52	17 St Peters Mews (Upper floor flat) : garden ground: parking space	12.09.1983 999 years from 15.10.1981	MS199535
9	12.03.1984 19 (part of) : 20 : 21	Plot 10 St Peters Mews (lower flat) : garden ground : parking space	04.10.1983 999 years from 15.10.1981	MS200104
10	10.04.1984 22 (part of) : 23	9 St Peters Mews (upper flat) : garden ground	30.03.1984 999 years from 15.10.1981	MS201503
11	08.05.1984 24 (part of) :	7 St Peters Mews (Upper flat) : garden ground :	23.03.1984 999 years from	MS202668

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	25 : 26	parking space	15.10.1981	
12	31.08.1984 19 (part of) : 27	22 St Peters Mews (Upper flat) : garden ground	13.04.1984 999 years from 15.10.1981	MS208230
13	17.10.1984 28	27 St Peters Mews	20.01.1984 999 years from 15.10.1981	MS210490
14	19.10.1984 16 (part of) : 28 : 29	23 St Peters Mews : garden ground : parking space	28.09.1984 999 years from 15.10.1981	MS210586
15	01.02.1985 4 (part of) : 5 : 6	1 St Peters Mews (ground floor flat) : garden ground : parking space	29.07.1983 999 years from 5.10.1981	MS219284
16	21.11.1985 32 (part of) : 33 : 34	Ground floor flat : garden : parking space	08.11.1985 999 years from 15.10.1981	MS231685
17	09.12.1985 35	39 St Peters Mews	01.08.1985 999 years from 15.10.1981	MS232302
18	06.12.1985 22 (part of) : 36 : 37	9 St Peters Mews (ground floor flat) : parking space : garden	02.08.1985 999 years from 2.8.1985	MS232644
19	07.01.1986 11 (part of) : 38 : 39	2 St Peters Mews (ground floor flat) : garden : parking space	07.08.1985 999 years from 7.8.1985	MS232557
20	17.01.1986 40 (part of) : 41 : 42	35 St Peters Mews (ground floor flat) : garden : parking space	30.08.1985 999 years from 15.10.1981	MS233902
21	11.02.1986 32 (part of) : 44 : 45	Flat 43 St Peters Mews (first floor flat) : garden ground: parking space	31.01.1986 999 years from 15.10.1981	MS235104
22	24.02.1986 24 (part of) : 46 : 47	Plot 55 St Peters Mews (first floor flat) : garden ground : parking space	04.02.1986 999 years from 15.10.1981	MS235612
23	30.09.1986 66 (part of) : 77	Flat 37 St Peters Mews: parking space : garden ground	23.09.1986 999 years from 15.10.1981	MS244681
24	30.09.1986 4 (part of) 48 : 49 : 50	3 St Peters Mews : parking space : garden ground	23.09.1986 999 years from 15.10.1981	MS244695
25	15.05.1987 39 (part of) : 53	18 St Peters Mews (ground floor) : garden Ground	12.02.1987 999 years from 15.10.1981	MS253677

End of register