Title Number MS74001

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## SUPPLEMENTAL

## Abstract of the Title

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A Piece of Freehold Land, situate in

Road.

## Wallasey, in the County of Chester.

14th June, 1915. Stamps {£15 10 0 P.D.S. BY INDENTURE of this date made between the said E. R. Taylor (thereinafter called the Vendor) of the one part and William Thomas of 12 Ormiston Road New Brighton in the County of Chester Builder (thereinafter called the Purchaser) of the other part

**RECITING** seisin and agreement for sale

Examined with Original at our Office, NIELD & MILLIGAN.

IT WAS WITNESSED that in pursuance of recited Agreement and in consideration of £1,506 12s. 8d. on or before execution thereof paid &c. (the receipt &c.) the Vendor as beneficial owner did thereby grant unto Purchaser and his heirs

ALL THOSE pieces or parcels of land situate in Parish and Borough of Wallasey in County of Chester particularly delineated and described and coloured red blue and yellow in plan drawn thereon

TOGETHER with free use and enjoyment in common with Vendor his heirs executors administrators and assigns and all other persons entitled to like privilege of so much of the roads called Rugby Road Loretto Road and Harrow Road shown on said plan as were not comprised in hereditaments thereby assured but excepting and reserving unto Vendor his heirs executors administrators and assigns and all other persons entitled thereto the free use and enjoyment in common with the Purchaser his heirs and assigns of so much of same roads as form part of hereditaments thereby assured

TO HOLD unto and to use of Purchaser his heirs and assigns

SUBJECT to the obligations and restrictions thereinafter expressed and imposed on Purchaser his heirs and assigns

COVENANT by Purchaser for himself his heirs executors administrators and assigns with Vendor his heirs executors administrators and assigns

THAT neither land thereby assured nor any building structure or erection then being or thereafter to be built placed or erected thereon should be used for any offensive noisy or dangerous trade business calling pursuit or occupation or any purpose which should or might be or grow to be in any way a nuisance damage grievance or annoyance to Vendor his heirs or assigns or his or their tenants or to the owners or tenants of any of the adjoining property or to the neighbourhood or which might tend to depreciate or lessen the value of the adjoining lands of the Vendor or any part thereof as a residential property

THAT every dwellinghouse (with the necessary outbuildings and offices thereto) then in course of erection or which should thereafter be erected or built on the land thereby assured should be at time of completion thereof of not less yearly value for letting or occupation than £24 tenant paying all rates and taxes and that no building erection or structure then in course of erection or which should be thereafter erected built or placed on the land thereby assured should be used as flats or a tenement house

PROVISO AGREEMENT AND DECLARATION that nothing in that covenant contained should operate to prevent Purchaser his beirs or assigns from erecting five shops on the piece of land lying between Wallasey Road Rugby Road Loretto Road and the 9 feet common passage shown on said plan

COVENANT by Vendor with Purchaser his heirs and assigns

THAT the Vendor his heirs executors or administrators would at his or their own expense before 31st October then next and if and so far as such work had not then already be done excavate pitch and channel sewer macadamise and complete the carriage ways of Loretto Road Rugby Road and Harrow Road according to the requirements of and fit for adoption by the Local Authority

Photo Copy

Pa Cadaras

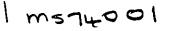


COVENANT by Purchaser with Vendor

THAT he Purchaser his heirs executors or assigns would at his or their own expense before said 31st October then next excavate fill in form flag and complete the footwalks (including all necessary sidewalks crossings) of Loretto Road Rugby Road and Harrow Road aforesaid so far as the sites of such footwalks were included in hereditaments thereby assured in accordance with the requirements of and fit for adoption by the Local Authority.

PROVISO AGREEMENT AND DECLARATION that Vendor his heirs or assigns should not be in any way restricted as to mode of laying out building upon user and enjoyment of any adjoining or other lands then or thereafter belonging to him or the scheme of roads thereon or the covenants to be imposed thereon and that neither those presents nor anything therein contained should operate to grant to Purchaser his heirs executors administrators or assigns by way of implication or otherwise any right of light air way water or other casement not thereby expressly granted over any adjoining land then or thereafter belonging to Vendor

ACKNOWLEDGMENT by Vendor of right of Purchaser to production and delivery of copies of documents of title mentioned in Schedule and undertaking for safe custody



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SCHEDULE above referred to.

25th March 1847. INDENTURF of this date made between said Earl of Balcarres first part said Harold Littledale second part and Christopher Leyland third 15th May 1849. INDENTURE of this date made between Harold Littledale of the one part and Right Honourable James Earl of Balcarres of other part

30th June 1874. INDENTURE of this date made between said Harold Littledale one part and John Bolton Littledale other part

1st December 1890. INDENTURE of this date made between Richard Christopher Naylor first part William Pickford Thomas Alfred Royds Littledale and John Bolton Littledale second part and Frederic North third part

27th June 1910. AGREEMENT of this date made between Margaret North George Harley and Brnest Shepley Wilcox one part and Vendor other part 3/ free 19/9 EXECUTED by both parties and attested.

BY HIS WILL of this date the said William Thomas devised and bequeathed all his estate and effects whatsoever and wheresoever both real and personal unto and to the use of his wife Mary Jane Thomas her heirs executors and administrators respectively absolutely and appointed her sole executrix of that his Will 13th May, 1914.

16th July, 1918. THE said William Thomas died

THE said Will of the said William Thomas was proved in the District Probate Registry at Chester by the said Mary Jane Thomas. 26th September, 1918.

Compared with Probate in our

possession.

N. & M.