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INLAND REVENUE

THIS CONVEYANCE is made the *Tenth* day of
December 1973 BETWEEN CILCEN ESTATES LIMITED in
 liquidation (hereinafter called the Company) acting by BRIAN MARTIN
HOMES of "Trusslers Green" Cranley Road Guildford Surrey the
 Liquidator of the Company (hereinafter called the Liquidator) of
 the first part the Liquidator of the second part JOHN LEYLAND CARPENTER
 of 45 Gauty Road Bidston, Birkenhead in the County of Chester
 (hereinafter called the Purchaser) of the third part and BERNARD
McGUINNESS of 33A Waterloo Road Southport in the County of Lancaster
 (hereinafter called the Sub-Purchaser) of the fourth part

WHEREAS :-

- a) By a Conveyance made in or about the month of November 1934 between Melville Edward Curlender of the one part and the Company of the other part the property hereby conveyed was with other land conveyed to the Company in fee simple subject to the restrictive covenants contained in a Conveyance dated the 4th day of October 1934 and made between Clare George Vyner of the one part and the said Melville Edward Curlender of the other part but otherwise free from incumbrances
- b) By a Special Resolution duly passed at an Extraordinary General Meeting of the Company held on the 11th day of August 1971 it was resolved that it was advisable to wind up the Company that accordingly the Company be wound up voluntarily and that the Liquidator be and he was thereby appointed Liquidator for the purposes of such winding up
- c) Before the date on which the notices of the said Meeting were sent out a Statutory Declaration of Solvency had been duly



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made and delivered to the Registrar of Companies pursuant to Section 283 of the Companies Act 1948

d) Notice of the said Resolution of the Company and of the appointment of the Liquidator were duly published in the London Gazette on the 12th day of August 1971

e) The Company has agreed with the Purchaser for the sale to him for the sum of ONE THOUSAND TWO HUNDRED AND SEVENTY FIVE POUNDS of the fee simple of the property hereby conveyed

f) The Purchaser has agreed with the Sub-Purchaser for the resale thereof to the Sub-Purchaser for the sum of FOUR THOUSAND FOUR HUNDRED POUNDS

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreements and in consideration of the sum of ONE THOUSAND TWO HUNDRED AND SEVENTY FIVE POUNDS to the Liquidator and of THREE THOUSAND ONE HUNDRED AND TWENTY FIVE POUNDS to the Purchaser respectively paid by the Sub-Purchaser (the receipt of which respective sums the Liquidator and the Purchaser hereby respectively acknowledge) the Company as Trustee acting by the Liquidator at the request of the Purchaser hereby conveys and the Purchaser as Beneficial Owner hereby conveys and confirms unto the Sub-Purchaser ALL THAT the property more particularly described in the First Schedule hereto TO HOLD the same unto the Sub-Purchaser in fee simple subject to but with the benefit of and together with as in the said Schedule more particularly mentioned and subject also as hereinafter agreed and declared

2. IT IS HEREBY AGREED AND DECLARED (with the intent that this Clause in addition to binding the parties hereto and the properties

hereby conveyed and retained by the Company and the Purchaser respectively shall enure so far as appropriate for the benefit of the owners and occupiers for the time being of the properties in Gautby Road Bidston Birkenhead Cheshire of which the Company was formerly seised or possessed) that the walls and fences separating the property hereby conveyed from the adjoining properties now or formerly belonging to the Company are party walls and fences and shall at all times be used and maintained and repaired as such and all rights of support shelter and any other easements quasi-easements rights and benefits of a similar nature existing as between the said properties respectively under the present or former common ownership thereof shall continue and be enforceable by and as between the respective owners thereof but as easements

3. SO as to provide the Company and the Liquidator with a sufficient indemnity but not further or otherwise the Sub-Purchaser hereby covenants with the Company and the Liquidator to observe and perform the said covenants agreements and declarations and other provisions so far as herein mentioned and to indemnify the Company and the Liquidator in respect thereof so far as aforesaid

4. THE Liquidator hereby covenants with the Sub-Purchaser that he has not done or knowingly suffered or been party or privy to any act or thing whereby the Company is prevented from conveying the property hereinbefore conveyed in manner aforesaid

5. THE Company acting by the Liquidator hereby acknowledges the right of the Sub-Purchaser to the production of the documents mentioned in the Second Schedule hereto (the possession of which is retained by the Liquidator) and to delivery of copies thereof

6.

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 TEN THOUSAND POUNDS (£10,000)

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the other parties hereto have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE before referred to

ALL THAT flat (hereinafter called "the said flat") on the ground floor of a block of flats situate in Gautby Road Bidston Birkenhead in the County of Chester (hereinafter called "the said Building") and numbered 45 Gautby Road Bidston aforesaid TOGETHER with the right in common with all others having the like right to use for the purpose of access and egress from the said flat and for the purpose of repairing the said building cleaning the windows therein and the delivery of fuel and the removal of rubbish from the passage to the said Building leading from Gautby Road aforesaid AND TOGETHER with the right of passage and running of gas electricity water and soil from and to the said flat through the pipes wires and drains in or upon the said Building AND TOGETHER with the use in common with all others entitled thereto of the garden of the said building EXCEPTING AND RESERVING to the Liquidator and the owners for the time being of the other flats in the said Building the right of access to the said flat for the purpose of maintaining repairing and renewing the roof gutters pipes and other things for conveying rain water from the said building and the chimney stacks thereof the gas and water pipes drains and electric wires and other gas and electric installations in under or upon the said Building and the main structure of the said Building SUBJECT to the restrictive covenants

contained in the said Conveyance dated the 4th day of October 1934
AND SUBJECT also to the covenants contained in the Third Schedule
 hereto

THE SECOND SCHEDULE before referred to

<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
18th and 19th April 1946	Statutory Declaration of Frank Hiscocks and George Rope Cook relating to the title of Nos.25 to 31 (odd numbers inclusive) Gautby Road aforesaid together with a Vacating Receipt dated the 20th October 1966 endorsed on a reconstructed Legal Charge dated the 9th November 1934 exhibited thereto	
7th October 1959	the above mentioned contract	
13th September 1963	the above mentioned contract	
11th September 1968	Statutory Declaration of Dennis Robertson Green relating to the title of nos.49 to 55 (odd numbers inclusive) Gautby Road aforesaid	Dennis Robertson Green
12th September 1968	Deed of Release relating to the title to nos.49 to 55 (odd numbers inclusive) Gautby Road aforesaid	D.R.Green and another (1) the Company(2)

THE THIRD SCHEDULE before referred to

1. To pay one quarter of the expense of maintaining repairing and renewing the roof timbers tiling etc., gutters pipes and other things for conveying rain water from the said building and the chimney stacks thereof the gas and water pipes and drains and electric wires and other gas water and electric installations in under or upon the said building and the main structure of the said building including the front garden wall
2. To paint the outside of the said flat at the same time as

the outside of the first floor flat is painted and with the same colour

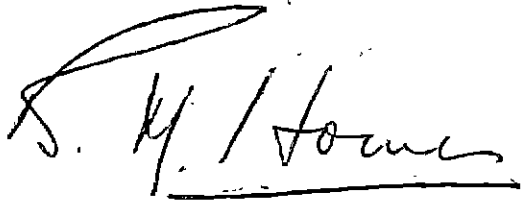
3. To use the said flat as a private dwellinghouse only and not to carry on any business trade or profession there

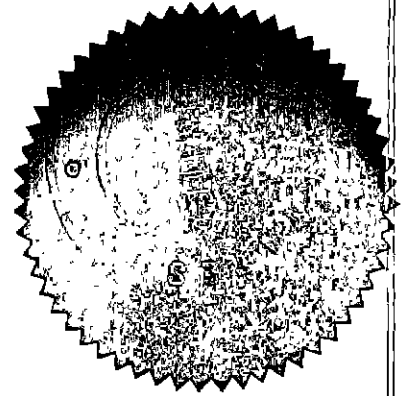
4. Not to permit or suffer anything upon the said flat or any part thereof which may be or become a nuisance annoyance damage or inconvenience to the owners or occupiers of the first floor flat or adjoining flats.

5. In conjunction with the other occupiers of the building to keep the garden tidy and cultivated and to pay one quarter of the cost of repairing or renewing party fences

6. No aerials or other attachments to be fixed to the exterior of the said property

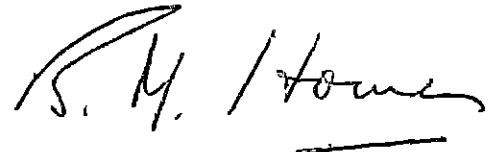
THE COMMON SEAL of CILCEN ESTATES LIMITED)
was hereunto affixed in the presence of:-)


Liquidator



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

Witness
Name E. Jean Atkey
Address 185 Old Brompton Rd,
S W 5
Occupation Secretary



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

J. H. Carpenter

Witness

Name *Victor J. Northouse*
Address *97 Pooltown Road*
Ellesmere Port
Occupation *Legal Executive*

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

B. McGuinness
X

Witness

Name *Miss K. Sandman*
Address *7 Reedale Court*
LIVERPOOL 18
Occupation *Shopman / Typist*

DATED

10th December 1973

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CILCEN ESTATES LIMITED

(In liquidation)

-and-

JOHN LEYLAND CARPENTER



- t o -

BERNARD McGUINNESS

C O N V E Y A N C E relating to Number
45 Gauthy Road Bidston Birkenhead in
the County of Chester

E.M. MANNHEIM
SOLICITOR
LIVERPOOL. 2.

YJ
PR/SP

/IJM