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Title Number MS606986

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True copy of the original LAND REGISTRATION ACTS 1925 to 1966

Walswich ~~head~~
+ ~~Admission~~ County or County Borough : Merseyside
Solitary Title Number : MS100640
Limepool Property : 45 Gautby Road Birkenhead

THIS LEASE is made the 12th day of July 1979 between LIVER INVESTMENTS LIMITED registered office 62 Dale Street Liverpool (hereinafter called the Lessor which expression where the context so admits shall include its successors in title and those deriving title under it) of the one part and GWYNDAF MORRIS JONES of 34 Hullah Lane Holt Road Wrexham

(hereinafter called the Lessee which expression where the context so admits includes his successors in title) of the other part

WITNESSETH that in consideration of £6,500.00 paid to the Lessor by the Lessee (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed The Lessor hereby DEMISES ALL THAT property described in the first part of the First Schedule hereto Together with the easements rights and privileges set out in the second part of the said schedule EXCEPT AND RESERVING and subject as mentioned in the third part of the said schedule TO HOLD the said premises hereby demised unto the Lessee from the 1st day of September 1975 for the term of 999 years YIELDING AND PAYING therefor the yearly rent during the said term of one peppercorn.

1. The Lessee hereby covenants with the lessor as follows:-
 - (i) to pay the said rent at the times and in the manner aforesaid
 - (ii) to pay and discharge all rates taxes duties charges assessments impositions and outgoings now or at any time during the term payable in respect of the premises hereby demised or any part thereof or by the owner or occupier thereof except income tax payable by the Lessor in respect of rents and other payments arising under this lease
 - (iii) not to use the premises hereby demised nor suffer nor permit the same to be used for any purpose whatsoever other than a private dwellinghouse with a private garden appurtenant thereto in the occupation of one family only provided that this covenant shall not be broken by the erection of a suitable garden shed of sound construction
 - (iv) not to decorate the exterior of the premises hereby demised otherwise than in a manner agreed with the owner for the time being of 47 Gautby Road or (failing such agreement) in the colour and manner (as near as maybe) in which the same is now or was previously decorated
 - (v) to keep the premises hereby demised in good repair and condition and in particular so as to give support and protection to the upper maisonette

Photo Copy



- (vi) To maintain the gardens included in the demised premises in a neat and tidy condition
- (vii) Not to cut wain or remove any of the walls ceilings floors roofs girders or timbers of the premises hereby demised except for the purpose of making good defects
- (viii) With the object and intent of affording the Lessor a full and sufficient indemnity but not further or otherwise to observe and perform the covenants or provisions contained in a Conveyance dated the 4th day of October 1934 and made between (1) Clare George Vyner and (2) Melville Edward Curlender so far as the same relate to the demised premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect thereof
- (ix) to fully and effectually insure in the Royal Insurance Office and keep insured the premises hereby demised against loss or damage by fire in the full value thereof and whenever required produce to the Lessor the policy or policies of such insurance and the receipt for the last premium for the same and in the event of the premises hereby demised being damaged or destroyed by fire as soon as reasonably practical lay out the insurance moneys in the repair rebuilding or reinstatement of the premises hereby demised and make up any deficiency out of his own moneys

2. The lessors hereby covenants with the Lessee as follows:-

- (i) not to use the premises known and shortly described as ⁴⁵ Gautby Road nor suffer nor permit the same to be used for any purpose whatsoever other than a private dwellinghouse with a garden appurtenant thereto in the occupation of one family only
- (ii) not to decorate the exterior of the said premises ⁴⁵ Gautby Road otherwise than in a manner agreed with the Lessee or the owner for the time being of the premises hereby demised or (failing such agreement) in the colour and manner (as near as may be) in which the same is now or was previously decorated
- (iii) to keep the said premises ⁴⁵ Gautby Road in good repair and condition and in particular so as to give full support and protection to the upper maisonette
- (iv) to fully and effectually insure and keep insured the said premises ⁴⁵ Gautby Road against loss or damage by fire in the full value thereof in the names of the Lessor and Lessee and whenever required produce to the lessee the policy or policies of such insurance and the receipt for the same and in the event of the said premises ⁴⁵ Gautby Road being damaged or destroyed as soon as reasonably practical lay out the insurance moneys in the repair rebuilding or reinstatement of the said premises ⁴⁵ Gautby Road and make up any deficiency of our his own moneys

3. The Lessor and the Lessee hereby further covenant each with the other of them that it will prior to the transfer or assignment of

other of them and will not execute any such transfer assignment or lease unless contemporaneously therewith the transferee assignee or lessee shall enter into a covenant with the lessor or lessee (as the case may be) in the terms of a deed set forth in the Second Schedule hereto and in the case of a transfer assignment or lease by the lessor or the lessee shall thereupon release the lessor or lessee from his obligations hereunder (but without prejudice to any remedy in respect of any antecedent breach of any of the covenants hereunder) and enter into a covenant with the transferee assignee or lessee under such lease in the terms of the said deed

4. PROVIDED ALWAYS and it is hereby agreed and declared that if any covenant on the part of the lessee herein contained shall not be performed or observed then it shall be lawful for the lessor at any time thereafter to re enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy by the lessor in respect of any antecedent breach of any of the lessees' covenants or the conditions hereby contained

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or 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

THE FIRST SCHEDULE
The first part

ALL THAT piece of land shown on the plan annexed hereto and thereon coloured blue and being the lower maisonette and garden known as 45 Gaultby Road Birkenhead Merseyside TOGETHER with the ceiling of the said lower maisonette and external walls below the level of such ceiling but EXCEPT AND RESERVING the upper half of the floor dividing the maisonette hereby demised from the upper maisonette known as Gaultby Road aforesaid the floor joists of the said floor being hereby declared to be party joists severed medially

The Second part

Easements included in the Lease

1. The right to the shelter and protection of the premises hereby demised from the said upper maisonette
2. The right to maintain the water tanks if any in the roof of the said upper maisonette which gives supply to the premises hereby demised and the free and uninterrupted passage and running of water from and to the said water tanks through service and other pipes in or passing through the said upper maisonette
3. The free and uninterrupted passage and running of soil gas and electricity from and to the premises hereby demised through the sewers drains and watercourse cables pipes and wires (including wires and cables for telephones) in under or passing through the said upper maisonette or the garden thereof
4. The right of the lessee with servants workmen and others at

for the purpose of repairing maintaining renewing altering rebuilding or cleaning the premises hereby demised or any part of the said lower maisonette giving shelter or protection to the premises hereby demised and the said water tank and such services and other sewers drains pipes and wires as aforesaid causing as little damage as possible and making good any damage caused

5. Full and free right and liberty at all times and for all purposes connected with the existing use of the said lower maisonette but on foot only to go pass and repass along the passage-way, coloured yellow on the said plan not included in the property hereby demised to the garden at the rear

The third part

Exceptions and reservations

1. The right to support of the said upper maisonette from the premises hereby demised
2. The free and uninterrupted passage and running of water soil gas and electricity from and to the said upper maisonette through the sewers drains and watercourse cables pipes and wires (including wires and cables for telephones) in or under or passing through the premises hereby demised
3. The right of the lessor and the owner of the said upper maisonette with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into the premises hereby demised for the purpose of maintaining repairing renewing altering rebuilding or cleaning the said upper maisonette or any part of the premises hereby demised giving support to the said upper maisonette or any such sewers drains watercourse cables pipes and wires as aforesaid and laying down any new sewers drains pipes or wires in their place causing as little damage as possible and making good any damage caused

Other incumbrances

1. The Agreement and declaration contained in a Conveyance dated the 23rd day of June 1971 and made between (1) Cilcen Estates Limited and (2) the Lessor
2. The exception and reservation contained and as mentioned in the said Conveyance dated the 23rd day of June 1971
3. The covenants and provisions contained in a Conveyance dated the 4th day of October 1934 and made between (1) Clare George Vyner and (2) Mcville Edward Curlender
4. All (if any) overriding interest

THE SECOND SCHEDULE

This Deed of Covenant is made the 12th day of July 1979 between The Lessee of (hereinafter called the Lower Owner) of the one part and the Lessor of (hereinafter called the Upper Owner) of the other part WHEREAS the lower owner is the lessee for the term of

owner is the lessee for the term of 99 years from the 1st day of September 1975 of the land coloured blue on the plan annexed hereto and marked 'Plan No. 2' being an upper maisonette and garden known as 47 Gaudy Road

NOW THIS DEED WITNESSETH as follows:-

1. The Lower Owner hereby covenants with the Upper Owner at all times hereafter:-

(1) To maintain and keep in good order and condition (and in particular so far as to give support to the upper maisonette) the foundations of the building the main structure of the lower maisonette (including any party walls) and all gas water and waste pipes gutters drains

drain pipes cables and wires in or passing through the lower maisonette and the garden thereof and the water tank serving the lower maisonette and the service and other pipes appurtenant thereto

(2) to paint the brickwork of the lower from time to time as may be necessary and to paint such parts of the exterior thereof as are usually or ought to be painted and with two coats of best quality paint in the same colours as previously painted or such other colours as shall be agreed with the Upper Owner in the year 19... and each succeeding fourth year

(3) to maintain the garden appurtenant to the lower maisonette in good order and condition and properly cultivated as a garden and keep the fences thereof in repair

(4) to contribute and pay to the upper owner on demand one half of any expenses properly and reasonably incurred by him complying with his obligations under clause 2(i) hereof

(5) to permit the upper owner with servants workmen or others at all reasonable times on notice to enter upon and into the lower maisonette and the said garden for the purpose of inspecting the state and condition thereof and (in the event of any default of the lower owner of any of his obligations under sub paragraphs (1) (2) (3) of this clause) of making good any such default

(6) not to cut maim or remove any of the walls ceilings floors roofs girders or timbers of the said lower maisonette (except for the purpose of making good defects)

(7) to insure and keep insured the lower maisonette to the full reinstatement value thereof in the Royal Insurance office or such other insurance office as may be agreed with the upper owner against loss or damage by fire and to cause all sums received in respect of such insurance to be forthwith laid out in rebuilding repairing or otherwise reinstating the lower maisonette and to make up any deficiency out of his own moneys and to permit the interest of the upper owner to be noted on the policy

2. The Upper Owner hereby covenants at all times herewith

(i) to maintain repair and keep in good order and condition (and in particular so as to give shelter and protection to the lower Maisonette) the roof and chimney stacks of the building and main

... force or assigne in the terms of this deed (at his
... (at his) but without prejudice to any remedy in respect of
... antecedent breach of any of the covenants hereunder

4. IT IS HEREBY DECLARED

(i) that if either the lower or the upper owner shall acquire any
interest in the lower or upper maisonette and the gardens appurtenant
thereto (as the case may be) greater than his present leasehold
interest the benefit of the burden of the covenants herein contained
shall not cease but shall continue to be binding as though there
were no merger of his present lease in such greater interest AND
(ii) if the present lease of the lower or upper owner shall expire
by effluxion of time or be forfeited this deed shall cease to
have effect but without prejudice to any remedy in respect of any
antecedent breach of any covenants hereunder

5. IN this deed

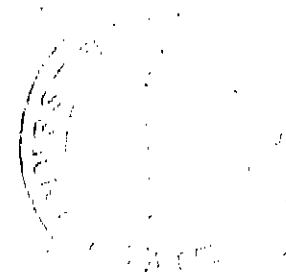
- (i) repairs - includes the rectification or making good any
defect in the foundations or structure notwithstanding it is
inherent or due to the original design of the building
- (ii) Building - means the building comprising the upper and
lower maisonette
- (iii) Any reference to the lower or upper owner shall where the
context admits include his successors in title and the persons
deriving title under him but without any way restricting the effect
of Sections 78 and 79 of the Law of Property Act 1925
- (iv) words importing the singular number include the plural
(and vice versa) and words importing any gender include the
other genders.

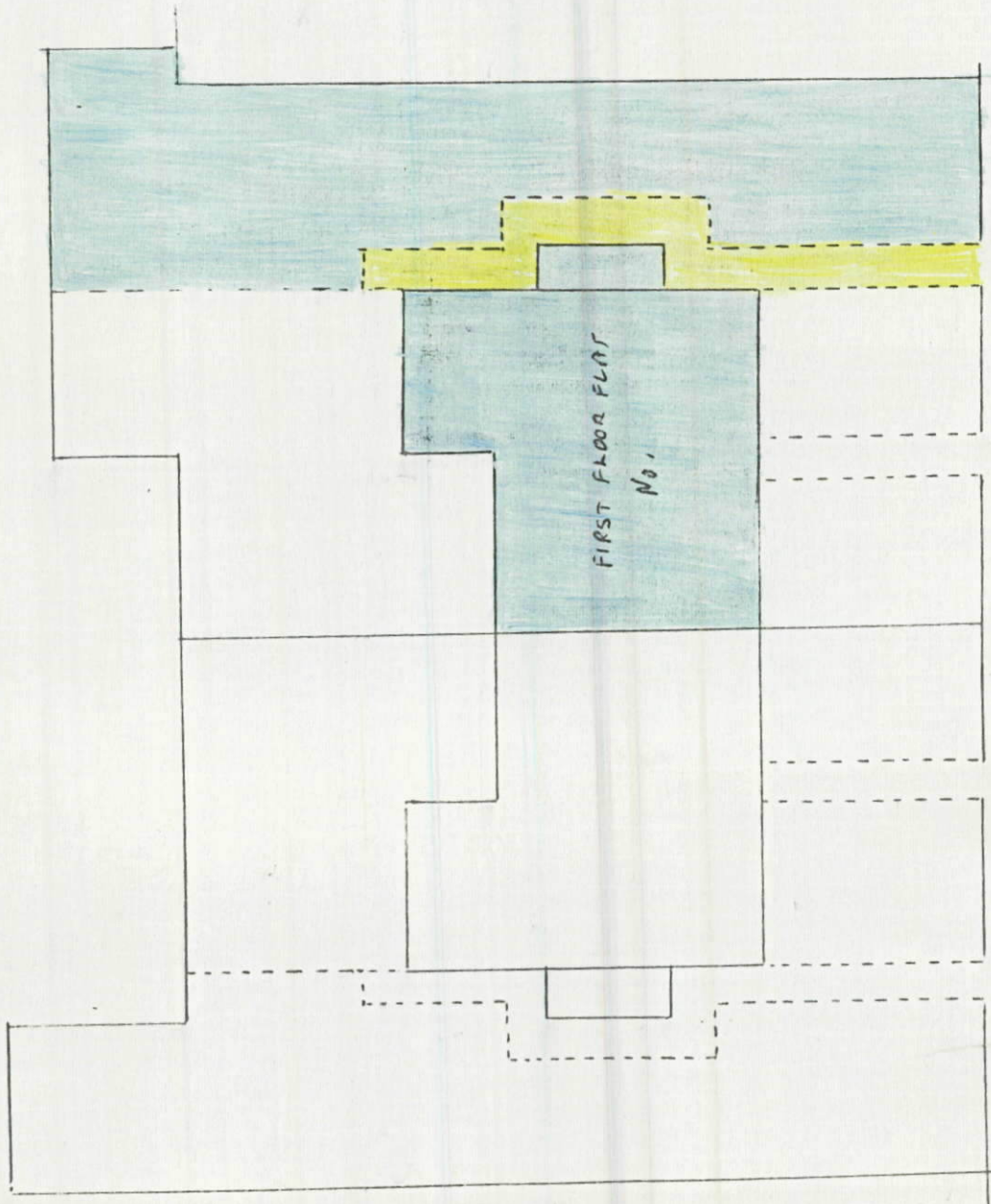
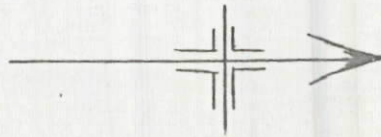
SIGNED SEALED AND DELIVERED)
by the said BERNARD McGUINNESS)
in the presence of:)

The Common Seal of Liver Investments)
Limited was hereunto affixed in the)
presence of:)

Jim Guinness

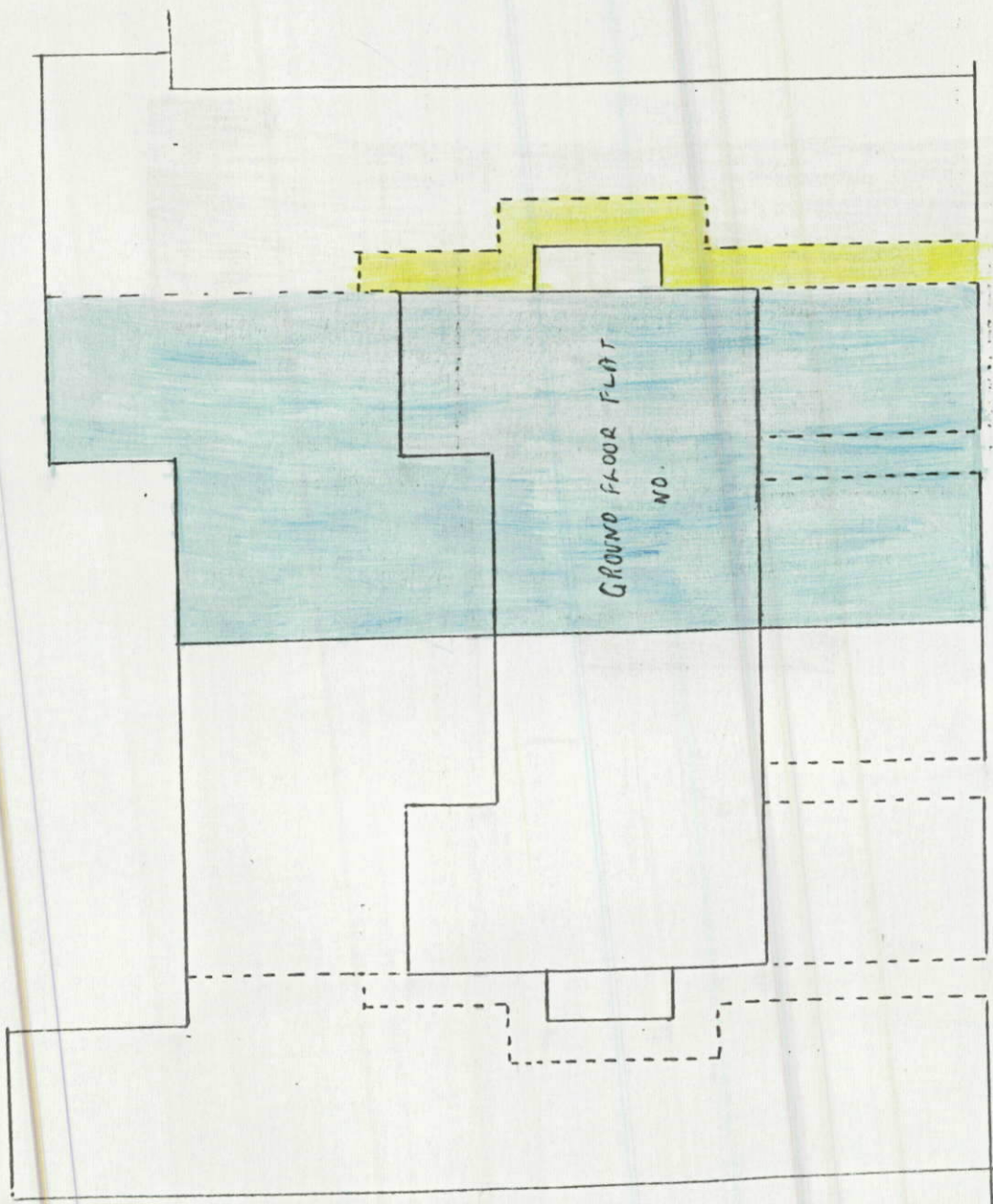
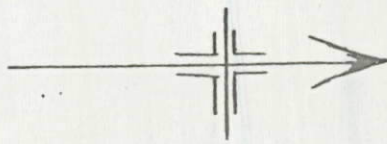
J Mc Guinness





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the case may be) or the grant of a Lease thereof for a term of not