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ISSUED BY
THE LYTHAM DISTRICT LAND REGISTRY

4th April
1900

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Examined with
original produced by
Messrs. Haer & Co.,
Solicitors, Liverpool

Haer & Co.

Solicitors, Liverpool

28th February 1955

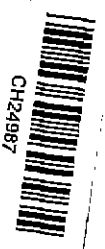
THIS INDENTURE made the Fourth day of April
One thousand nine hundred BETWEEN BILL GRAHAM WILLIAMS
and EDWARD FRANCIS WIRGMAN both of 40 North John Street
in the City of Liverpool, Surveyors (hereinafter called
the Vendors) of the one part and CLIMENSON YELVERTON
CHARLES DAWBARN of the said City Gentleman (hereinafter
called the Purchaser) of the other part

WHEREAS the Vendors being seized of and in the
land messuages and hereditaments hereinafter described for
an estate of inheritance in fee simple in possession free
from incumbrances hath agreed with the purchaser for the
creation and sale to him of a perpetual yearly rent
charge of Fifty two pounds ten shillings to be henceforth
for ever hereafter yearly issuing and payable out of the
said lands messuages and hereditaments for the price of
One thousand two hundred and thirty three pounds fifteen
shillings

NOW THIS INDENTURE WITNESSETH that in pursuance
of the said Agreement and in consideration of the sum of
ONE THOUSAND TWO HUNDRED AND THIRTY THREE POUNDS FIFTEEN
SHILLINGS on or before the execution of these presents to
the Vendors paid by the purchaser (the receipt of which said
sum of One thousand two hundred and fifteen shillings the
Vendors hereby acknowledge) He the Vendor as BENEFICIAL OWNER
doth hereby GRANT AND CONVEY unto the Purchaser and his
heirs One perpetual yearly rentcharge of Fifty two pounds
ten shillings to be henceforth for ever hereafter issuing
and payable out of ALL the lands tenements and hereditaments
described in the First Schedule hereto And out of all other
buildings and erections now built or to be hereafter built
upon the said land or upon any part of parts thereof
respectively Such perpetual annual rent to be paid and
payable by equal half yearly payments on the Twenty ninth
day of March and the Twenty ninth day of September in
every year without any deduction or abatement whatever and
the first of such half yearly payments or a rateable



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proportion thereof calculated from the date hereof to be made
on the Twenty ninth day of September next TO HOLD receive and
take the said perpetual annual rent charge of Fifty two pounds
ten shillings and premises hereby granted or expressed so to be
unto and to the use of the Purchaser in fee simple free from
all incumbrances of whatsoever description AND the Vendors do
hereby COVENANT with the Purchaser as owner in fee simple of
the said perpetual annual rent charge hereinbefore limited in the
manner following (that is to say) That the Vendors their heirs or
assigns shall at all times hereafter pay the said perpetual annual
rent charge of Fifty two pounds ten shillings at the times
hereinbefore appointed for payment thereof and will also pay the
tithe rentcharge (if any) land tax and all other rates taxes
charges and assessments affecting or hereafter to affect the said
hereditaments and premises out of which the said perpetual annual
rent charge is hereby made issuing and payable as aforesaid and
will also pay any taxes charges or assessments which may at any
time be charged upon or payable out of or in respect of the said
perpetual annual rent charge under any present or future Act of
Parliament or otherwise howsoever and will at all times hereafter
duly observe and perform and cause to be observed and performed
all and every the restrictions and restrictive and other covenants
(if any) to user of the said land to which the said land is by
any deed or document now subject and will keep the Purchaser and
his estate indemnified against the same and against all actions
proceedings costs damages expenses claims and demands for or on
account thereof for or on account of the breach non observance
or non performance of the same or any of them And also will at
all times repair maintain and keep in good and substantial
condition and repair the said messuages or dwellinghouses and all
other buiddings or erections now standing or to be hereafter
built upon the said land both externally and internally including
painting papering and other things usually done by landlords
for tenants of the class of buildings now on the said land and also
the boundary and other walls sewers rails drains gates fences and

fixtures of or connected with the same and whenever necessary
rebuild and reinstate all and singular the said messuages or
dwellinghouses and all other buildings or erections now standing
or to be hereafter built upon the said piece of land and keep the
same at all times in such condition order and repair as there shall
at all times hereafter be upon the said piece of land good and
substantial messuages and buildings of three times the yearly
value at least of the perpetual annual rent charge hereinbefore
made payable out of the said piece of land. And that it shall be
lawful for the Purchaser his heirs or assigns or his or their
agent or surveyor alone or with others once in every year in the
daytime after twenty four hours previous notice of his or their
intention so to do to enter into and upon and view the condition
of the messuages or dwellinghouses and all other buildings or
erections now standing or to be hereafter built upon the said
piece of land as aforesaid and of any defects and wants of reparation
painting papering and other things usually done as aforesaid then and
their found to give notice in writing to the Vendors their heirs or
assigns or leave the same upon the premises all of which the Vendors
or their heirs or assigns shall and will within one calendar month
after such notice repair and amend accordingly and that in default
thereof it shall be lawful for the Purchaser his heirs or assigns to
enter into and upon the said land messuages and hereditaments and make
good the same and the Vendors their heirs or assigns shall and will on
demand repay the cost thereof to the Purchaser his heirs or assigns and if
default shall be made in such payment the Purchaser his heirs or assigns
may recover the same costs by distress or otherwise as if the same
were arrears of the said perpetual annual rent charge and that without
prejudice to any other remedy or remedies AND ALSO that the Vendors
their heirs or assigns will forthwith complete the construction of
all streets and passages adjoining and coextensive with the said land
and hereafter maintain and keep in repair the same at their own cost
and expense until adopted by the proper authorities And also that the
Vendors their heirs or assigns will at all times insure and keep

ured against loss or damage by fire in the joint names of the Vendors and the Purchaser in a sum not less than the full value thereof, the said messuages or dwellinghouses and all other buildings and erections now standing or to be hereafter built upon the said piece of land in the Queen or some other Public Office of Insurance to be approved of by the Purchaser his heirs or assigns and will duly pay the premiums which may become payable in respect of every such Insurance and will on demand produce to the Purchaser his heirs or assigns the policy or policies of Insurance and the last receipt for the premiums payable in respect thereof and will whenever any loss or damage by fire shall happen to the said messuages or dwellinghouses or any part thereof forthwith expend the money received under such Insurance as aforesaid and such other moneys as may be necessary for rebuilding or reinstating the same AND ALSO that if the Vendors their heirs or assigns shall at any time fail neglect or refuse to insure the said messuages or building against loss or damage by fire as aforesaid or shall at any time fail neglect or refuse to pay the premiums payable in respect of such Insurance immediately upon the same becoming due it shall be lawful for but not obligatory upon the Purchaser his heirs or assigns to insure the said messuages or buildings as aforesaid and to pay the premiums in respect thereof out of his or their own moneys and all premiums so paid shall be a charge upon the said messuages and buildings and shall be recoverable by the Purchaser his heirs or assigns immediately after payment thereof in like manner as the said perpetual annual rent charge is recoverable and that without prejudice to any other remedy or remedies PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if the said perpetual annual rentcharge of Fifty two pounds ten shillings or any part thereof shall be in arrear and unpaid for the space of two years next after either of the said half yearly days of payment hereinbefore appointed for payment thereof and there shall not be found waufficient distress upon the said land messuages and hereditaments or any part or parts thereof or if there shall be a breach of any of the covenants herein contained on the part of the Vendors their heirs or assigns then and in every such case and notwithstanding the waiver of any previous

default it shall be lawful for the purchaser his heirs or assigns
owner or owners for the time being of the said perpetual annual
rentcharge at any time during the lifetime of the longest liver of
the now living descendants of Her Majesty Queen Victoria and twenty
one years from the death of such longest liver (with such further
time as may not be contrary to the rule of law for preventing
perpetuities if any) into and upon the said land messuages and
hereditaments or any part thereof in the name of the whole to
enter and the Vendors their heirs or assigns and all occupiers of
the said land messuages and hereditaments to expel therefrom and
thereupon the said land messuages and hereditaments shall remain
to the use of and be vested in the Purchaser his heirs or assigns
in fee simple and for his or their own absolute use and benefit
AND IT IS HEREBY DECLARED that the foregoing powers are in
addition to and not in substitution for the powers conferred on
owners of rentcharges by the Conveyancing and Law of Property Act 1881
PROVIDED ALWAYS that neither the power of entry and forfeiture
hereinbefore contained nor the power of demising the said land
messuages and hereditaments by virtue of Sub Section 4 of Section
44 of the Conveyancing and Law of Property Act 1881 shall in any
case be enforced or exercised by the Purchaser his heirs or
assigns until the expiration of three calendar months after notice
in writing of his or their intention to enforce or exercise the same
shall have been served in one of the modes provided for by
Section 67 of the said Act upon the person or persons for the time
being entitled whether as Mortgagees or otherwise to the said land
messuages and hereditaments (and of whose estate or interest
notice in writing shall have been given to the Purchaser his heirs
or assigns) requiring such persons or persons to pay the rent in
arrear or remedy the breach complained of and such person or
persons shall fail within such period of three calendar months
to pay or remedy the same respectively AND the Vendors hereby
acknowledge the right of the Purchaser to production of the
documents of title enumerated in the Second Schedule hereto and to
delivery of copies thereof and hereby undertakes for the safe custody
thereof

I N W I T N E S S whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE REFERRED TO

ALL THAT piece of land situate to the North side of Elmswood Road and East side of Maybank Road Birkenhead in the County of Chester measuring in front to Elmswood Road aforesaid One hundred and ninety five feet eight inches and at the back or north side One hundred and ninety five feet eight inches on the East side Fifty eight feet four inches and on the West side Fifty nine feet five inches be the said several dimensions or any of them a little more or less Bounded on the North by a passage nine feet wide on the South by Elmswood Road aforesaid on the East by premises Numbered 70 on Elmswood Road aforesaid and on the West by Maybank Road aforesaid and which said land is more particularly delineated in the plan drawn hereon and thereon edged red Together with the fifteen messuages erected on the said land and Numbered 72 to 100 (even Numbers only) in Elmswood Road aforesaid (one of which said messuages is now used as a shop) The wall on the East side of the said land being a party wall

THE SECOND SCHEDULE REFERRED TO

3rd April 1900

INDENTURE made between the Purchase of the one part and the Vendors of the other part

SIGNED SEALED AND DELIVERED
by the said Bell Graham Williams and Edward Francis Wireman in the presence of

BELL GRAHAM WILLIAMS

L.S.

EDWARD FRANCIS WIREMAN

L.S.

H. Wright Brown,
Solicitor,
Liverpool.

Memorandum enclosed of Convey of 82 Elmswood Rd dated 28th July 1950

C CH 26987