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Title Number MS173604

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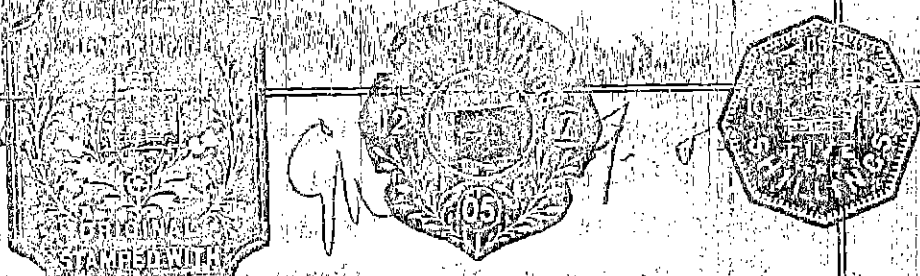
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MS173604
SEC137
This Indenture

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ISSUED BY THE BIRKENHEAD DISTRICT LAND REGISTRY



made the *Sixth*

day of *July* One thousand nine hundred and *five* Between

John Roberts of *72 Town Road Scammere in the County of*
Chester Builder

(hereinafter called the Vendor) of the one part and *Reginald Heber*

Radcliffe of the City of Liverpool Gentleman

(hereinafter called the Purchaser) of the other part Whereas the Vendor 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 *Twenty four pounds fifteen shillings* to be henceforth for ever hereafter yearly issuing and payable out of the said lands messuages and hereditaments for the price of *Four hundred and seventy*

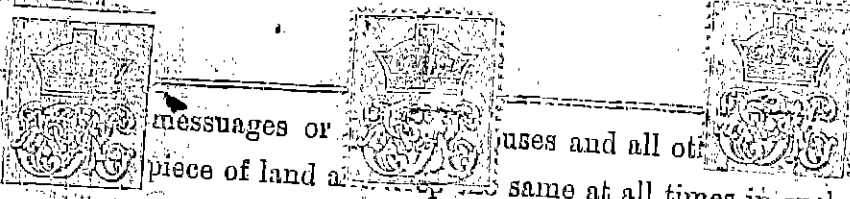
pounds ———— *Now this Indenture witnesseth* that in pursuance of the said Agreement and in consideration of the sum of *Four hundred and seventy pounds* ———— on or before the execution of these presents to the Vendor paid by the purchaser (the receipt of which said sum of *Four hundred and seventy pounds* ———— the Vendor hereby acknowledges)

He the Vendor as beneficial owner doth hereby grant and convey unto the Purchaser and his heirs One perpetual yearly rent charge of *Twenty four pounds fifteen 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 or 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 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 *Twenty four pounds fifteen 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 Vendor doth 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 he the Vendor his heirs or assigns shall at all times hereafter pay the said perpetual annual rent charge of *Twenty four pounds fifteen shillings* ———— at the times hereinbefore appointed for payment thereof and will also pay the tithe rent charge (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) as 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 or 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 dwelling-houses and all other buildings 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

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messuages or houses and all other buildings or erections now standing or to be hereafter built upon the said piece of land a 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 h^{is} heirs or assigns or h^{is} or their agent or surveyor alone or with others once in every year in the day-time after twenty-four hours previous notice of h^{is} or their intention so to do to enter into and upon and view the condition of the messuages or dwelling-houses 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 there found to give notice in writing to the Vendor h^{is} heirs or assigns or leave the same upon the premises all of which the Vendor or h^{is} 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 h^{is} heirs or assigns to enter into and upon the said land messuages and hereditaments and make good the same and the Vendor h^{is} heirs or assigns shall and will on demand repay the cost thereof to the Purchaser h^{is} heirs or assigns and if default shall be made in such payment the Purchaser h^{is} 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 Vendor h^{is} heirs or assigns will forthwith complete the construction of all streets and passages adjoining and co-extensive with the said land and hereafter maintain and keep in repair the same at h^{is} own cost and expense until adopted by the proper authorities. And also that the Vendor h^{is} heirs or assigns will at all times insure and keep insured against loss or damage by fire in the joint names of the Vendor and the Purchaser in a sum not less than the full value thereof the said messuages or dwelling-houses 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 h^{is} 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 h^{is} 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 dwelling-houses 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 Vendor h^{is} heirs or assigns shall at any time fail neglect or refuse to insure the said messuages or buildings 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 h^{is} heirs or assigns to insure the said messuages or buildings as aforesaid and to pay the premiums in respect thereof out of h^{is} 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 h^{is} 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 rent charge of *Twenty four pence fifteen 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 sufficient 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 Vendor h^{is} heirs or assigns then and in every such case and notwithstanding the waiver of any previous default it shall be lawful for the Purchaser h^{is} heirs or assigns owner or owners for the time being of the said perpetual annual rent charge at any time during the lifetime of the longest liver of the now living descendants of Her late 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 Vendor h^{is} 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 h^{is} heirs or assigns in fee simple and for h^{is} 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 rent charges 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 h^{is} heirs or assigns until the expiration of three calendar months after notice in writing of h^{is} 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 h^{is} heirs or assigns) requiring such person 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 Vendor hereby acknowledges the right of the

Purchaser to production of the ~~several~~ documents of title enumerated in the second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof

In witness 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.

That piece of land situate on the East side of Yelverton Road and South side of Downham Road Frammers in the County of Chester measuring on the North side along Downham Road aforesaid Fifty seven feet ten inches on the South ^{side} Fifty feet four inches on the East side along a passage Nine feet wide Sixty five feet nine inches and on the West side along Yelverton Road aforesaid Ninety five feet ten inches be the said several dimensions a little more or less Which said piece of land is more particularly delineated in the plan drawn hereon and therein edged red Together with the five dwellinghouses and one shop erected on the said land and numbered 1, 1^a, 3, 5, 7 and 9 in Yelverton Road aforesaid The wall on the South side is hereby declared to be a party wall.

The Second Schedule referred to.

5th July 1905 Indenture of this date made between the Purchaser of the one part and the Vendor of the other part

Signed sealed and Delivered

by the said John Roberts in the presence of

Thomas Foster
Clerk with Robert Radcliffe
Solicitor Liverpool

John Roberts

