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THE LYTHAM DISTRICT LAND REGISTRY



DIANE DRIVER & LEAVER LTD  
4 WINDMILL COURT, LONDON W 11  
WITHERBY & CO. LTD  
15, BUCKINGHAM LANE, LONDON E. C. 4

# This Conveyance

P.D.S

is made the first day of June One thousand nine hundred and sixty four ~~between~~ 1958 Houses Limited whose registered office is situate at 11 North John Street in the City of Liverpool (hereinafter called "the Vendor") of the first part Ellesmere Port Houses Limited whose registered office is situate at Criel Chambers Water Street in the said City of Liverpool (hereinafter called "the Purchaser") of the second part and Andrew Hill of "Gar-Tul" Northleaver in the County of Cornwall (hereinafter called "the Sub-Purchaser") of the third part.

**Whereas** the Vendor is seized in fee simple free from incumbrances of All that parcel of land abutting upon Upton Park Drive Upton Wirkenhead in the County of Chester shown on the plan annexed hereto together with the four flats numbered 81, 83, 85 and 87 and four maisonettes above such flats numbered 89, 91, 93 and 95 and the eight garages in Upton Park Drive aforesaid erected thereon by the Purchaser.

**And whereas** the Sub-Purchaser has agreed to purchase for the sum of Three thousand pounds the maisonette numbered 95 Upton Park Drive aforesaid in fee simple subject as hereinafter provided but otherwise free from incumbrances.

**And whereas** it has been agreed that the said purchase price of Three thousand pounds shall be paid as to Seven pounds ten shillings part thereof to the Vendor and as to the sum of Two thousand nine hundred and ninety two pounds ten shillings to the Purchaser.

**Now** this deed **witnesseth** as follows:-

1. **That** consideration of Three thousand pounds paid by the Sub-Purchaser as to Seven pounds ten shillings part thereof to the Vendor by the direction of the Purchaser and as to Two thousand nine hundred and ninety two pounds ten shillings the balance thereof to the Purchaser (the receipt of which sum of Seven pounds ten shillings the

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Photo Copy



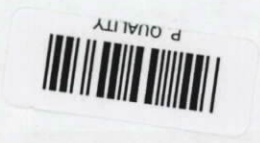


Vendor hereby acknowledges and the receipt of which sum of Two thousand nine hundred and ninety two pounds ten shillings and the payment in manner aforesaid of the said sum of Seven pounds ten shillings the Purchaser hereby acknowledges) the Vendor as Beneficial Owner by the direction of the Purchaser hereby conveys and the Purchaser as Beneficial Owner hereby conveys and confirms to the Sub-Purchaser **That** the maisonette the situation whereof is shown on the said plan and thereon coloured green and known as Number 95 Upton Park Drive aforesaid Together with the entrance passage and staircase leading to the said maisonette edged red on the said plan the wall dividing the whole thereof from the adjoining property being a party wall and Together also

(a) The right to the support of the said maisonette entrance passage and staircase from the piece of land shown on the said plan and thereon coloured green and the ground floor flat.

(b) The free and uninterrupted passage and running of water and soil gas and electricity from and to the said maisonette through the sewers drains and watercourses cables pipes and wires which are or may at any time hereafter be in under or passing through part of the land or buildings not hereby conveyed.

(c) The right of the Sub-Purchaser with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the flat and the land shown on the said plan and thereon respectively coloured green and brown for the purpose of repairing maintaining and renewing altering rebuilding or cleansing the said maisonette entrance passage and staircase or any part of the said flat giving support to the said maisonette entrance passage and staircase and any such sewers drains and watercourses cables pipes and wires as aforesaid and of laying down any new sewers drains and



watercourses cables pipes and wires causing as little damage as possible and making good any damage caused and including where applicable a right of way for the Sub-Purchaser and those claiming under him over the said land coloured brown for the purpose of egress and ingress to the said maisonette and garage hereinafter mentioned Except and reserving unto the Vendor:-

(a) The right to the shelter and protection of the said flat from the said maisonette.

(b) The right for the Vendor with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon the maisonette for the purpose of repairing maintaining renewing altering rebuilding or cleaning the said flat or any part of the said maisonette giving shelter and protection to the said flat and such service and other pipes as aforesaid causing as little damage as possible and making good any damage caused

**Secondly** ~~the~~ **those** two pieces of land shown on the said plan and coloured red together with the garage erected on part thereof the walls dividing the said garage from the garages on either side being hereby declared to be party walls the portion at the rear of the garage being for the purpose of drying washed clothes Subject to a right of way for the Vendor and those claiming under it over the pieces of land coloured red and hatched blue **To hold** the firstly and secondly described property unto the Sub-Purchaser in fee simple Subject to but with the benefit of the provisions rights agreement and declaration contained or referred to in a conveyance dated the first day of January One thousand nine hundred and sixty three and made between Ellesmere Port Houses Limited of the one part and 1958 Houses Limited of the other part so far as the same relate to or affect the property hereby conveyed

**2.** It is hereby declared that the Southely and Easterly walls of the said entrance passage and staircase remain the property of the Vendor the Northerly wall being a party wall but the Sub-Purchaser shall have the sole right to



decorate the internal sides thereof facing the said entrance passage and staircase but the external door to the said entrance is the property of the Sub-Purchaser and is included in the property hereby conveyed.

3. *The* Sub-Purchaser with the intent and so as to bind (so far as practicable) the property hereby conveyed and the owner and occupiers for the time being thereof and so that this covenant shall be for the benefit and protection of the flat hereby covenants with the Vendor as follows:

(a) Not to use the said maisonette nor permit the same to be used for any purpose whatsoever other than a private dwellinghouse in the occupation of one family only.

(b) Not to decorate the exterior of the said maisonette otherwise than in the colour and manner agreed with the owner or owners for the time being of the remaining property erected on the land by the Vendor referred to in the first recital of this Deed or (failing such agreement) in the colour and manner (as near as may be) in which the same is now or was last previously decorated.

(c) To keep the said maisonette in good repair and condition and in particular so as to give shelter and protection to the said flat.

(d) To insure and keep insured the said maisonette and garage against loss or damage by fire in the full value thereof in the names of the Sub-Purchaser and the Vendor and whenever required produce to the Vendor the Policy or Policies of such insurance and the receipt for the last premium for the same and in the event of the said maisonette and/or garage being damaged or destroyed by fire as soon as reasonably practicable lay out the insurance moneys in the repair rebuilding and reinstatement of the said maisonette and/or garage.

4. *The* Vendor with the intent and so as to bind (so far as practicable) the remaining three maisonettes and four flats comprised

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in this building and the respective owners or occupiers thereof for the time being and so that this covenant shall be for the benefit and protection of the said maisonette hereby covenants with the Sub-Purchaser as follows:

(a) Not to use the remaining maisonettes or flats in this building nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the case of each unit thereof.

(b) Not to decorate the exterior of the remaining maisonettes and flats otherwise than in the colour and manner agreed with the owner for the time being of the said maisonette or (failing such agreement) in the colour and manner (as near as may be) as which the same is now or was last previously decorated.

(c) To keep the remaining properties in good repair and condition and in particular the said flat so as to give support to the said maisonette.

(d) To insure and keep insured the said maisonettes and flats against loss or damage by fire in the names of the Vendor and the Sub-Purchaser.

5. **With** the object of affording to the Vendor a full indemnity in respect of any breach of any of the provisions contained or referred to in the said conveyance of the first day of January One thousand nine hundred and sixty three but not further or otherwise the Sub-Purchaser hereby covenants with the Vendor that the Sub-Purchaser and the persons deriving title under him will henceforth perform and observe the said provisions and will indemnify the Vendor and its assigns against all actions claims and liabilities in respect of such provisions so far as aforesaid.

6. **The** Vendor hereby acknowledges the right of the Sub-Purchaser to the production of the said conveyance dated the first day of January One thousand nine hundred and sixty three and hereby undertakes with the Sub-Purchaser



for the safe custody thereof.

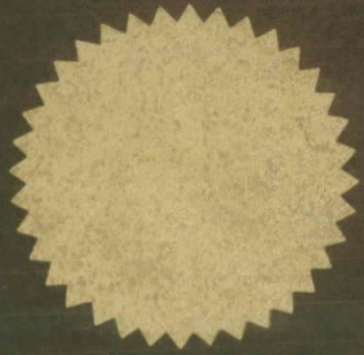
It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds four thousand five hundred pounds.

Witness whereof the Vendor and Purchaser have caused their Common Seals to be hereunto affixed and the Sub-Purchaser has hereunto set his hand and seal the day and year first before written.

The Common Seal of 1958 Houses Limited was hereunto affixed in the presence of

Michael Curlewis

Director



The Common Seal of Ellesmere Port Houses Limited was hereunto affixed in the presence of

Patricia Scott

Secretary

Director



Signed Sealed and Delivered by the said Andrew Felle in the presence of

Witness

Secretary

