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CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

17 JUN 2016

DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool L3 9AE

DWF LLP



This

CONVEYANCE is made the

fifth

day of *October* One thousand nine hundred and forty-two

BETWEEN THE WEST CHESHIRE BREWERY COMPANY LIMITED whose
is
registered office, situate at Number 99 Old Chester Road
Birkenhead in the County of Chester (hereinafter called
"the Company") of the one part and WILLIAM NORMAN JONES of
Hastings House Canning Street Birkenhead aforesaid Company
Director (hereinafter called "the Purchaser") of the other
part

WHEREAS:- the Company is seised in fee simple in possession
(subject to the restrictive covenants and stipulations
hereinafter referred to but otherwise free from incumbrances)
of the property hereinafter described and has agreed to
sell the same to the Purchaser for the like estate in
possession free from incumbrances (except as aforesaid) at
the price of two thousand pounds

NOW THIS DEED WITNESSETH as follows:—

1. In pursuance of the said agreement and in consideration
of the sum of TWO THOUSAND POUNDS on or before the execution
of these presents paid by the Purchaser to the Company (the
receipt of which sum the Company hereby acknowledges) the
Company as Beneficial Owner hereby conveys unto the Purchaser
ALL THAT piece of land situate on the East side of Lord
Street and South side of Canning Street and on the North



side of Bridge Street Birkenhead aforesaid TOGETHER WITH the Factory building numbered 11 and 13 Lord Street and the dwellinghouse numbered 97 Canning Street and the de-licensed Public House known as the London Hotel numbered 99 Canning Street TO HOLD unto the Purchaser in fee simple SUBJECT to the restrictive covenants and stipulations contained in the Indentures specified in the Schedule hereto copies of which covenants and stipulations are also contained in the said Schedule so far as the same are still subsisting and capable of being enforced.

2. The Purchaser to the intent and so as to bind (so far as practicable) the hereditaments hereby conveyed into whosoever hands the same may come and to enure for the benefit of and be annexed to all other property of the Company in the County Borough of Birkenhead hereby for himself and the persons deriving title under him covenants with the Company that the hereditaments hereby conveyed known as the London Hotel aforesaid and any existing and future buildings thereon shall not at any time be used for the manufacture sale or storing for sale thereon of any ale porter wine beer spirits or any other excisable or intoxicating liquors or as a place or office for taking orders for the sale thereof whether by wholesale or retail or as a Hotel Licensed or for the purpose of a Club wherein alcoholic liquors shall be supplied or consumed.

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first above written

THE SCHEDULE above referred to

17th November 1827	<u>INDENTURE</u> made between Francis Richard Price of the first part Joseph Storey of the second part and Joseph Crossley of the third part
1st January 1891	<u>INDENTURE</u> made between Edmund Thomas Higgins of the one part and Charles Hayes Higgins of the other part

COPY COVENANTS contained in the
said Indenture dated 17th November 1827

AND the said Joseph Storey doth hereby for himself his heirs executors administrators and assigns covenant promise and agree to and with the said Francis Richard Prince his heirs and assigns that he the said Joseph Storey his heirs and assigns shall not nor will erect or suffer to be erected any Steam Engine Lime Kiln Tan Yard or permit or suffer to be carried on any offensive or noisome manufactory or buliding on any part of the said lands and premises hereby granted and released And further that he the said Joseph Storey his heirs or assigns shall not nor will at any time

hereafter erect or cause to be erected upon the said pieces or parcels of land hereby granted and released any dwellinghouse whatsoever in front or to the North Eastward of the dotted line upon the said Map or Plan running from North to South and marked A and B upon the said plan And also that he the said Joseph Storey his heirs or assigns shall not nor will at any time erect on the said lands or any part thereof any Ferry-house Quay or landing place for the accomodation of Boats plying on the said river And the said Joseph Storey doth hereby for himself his heirs executors administrators and assigns covenant and agree with the said Francis Richard Price his heirs and assigns that in case the said Joseph Storey his heirs executors administrators and assigns shall at any time or times hereafter make or cause to be made such public ferry or passage wharf or Quay or landing place for ferry boats or any or either of them as aforesaid that then and in such case he the said Joseph Storey his heirs executors administrators or assigns some or one of them shall and will pay to the said Francis Richard Prince his heirs or assigns the sum of two hundred pounds monthly and every month as or in the nature of liquidated damages for so long time as the said ferry or passage wharf or quay or landing place for ferry boats as aforesaid shall continue to be used and so on in proportion for any period less than a

month and that in case of failure in payment of the said sum of two hundred pounds when forfeited and lawfully demanded it shall and may be lawful to and for the said Francis Richard Price his heirs executors administrators or assigns to enter into and upon the said hereditaments and premises hereby released or any part thereof or any building or buildings to be erected thereon and distrain for the same as in case of rent in arrear and the distress and distresses then and there found to dispose of according to Law until thereby or otherwise the said monthly sum and all arrears thereof and all costs charges and expenses attending the same shall be fully paid and satisfied and in case no sufficient distress or distresses can or may be had or found upon the said hereditaments and premises or in any buildings to be erected therein or upon any part thereof whereby or wherewith to satisfy such monthly sum and all arrears thereof with the costs and charges of making such distress then and in every such case it shall and may be lawful to and for the said Francis Richard Price his heirs and assigns into and upon the said hereditaments and the buildings to be erected thereon to enter and the same have hold occupy possess and enjoy and the rents issues and profits thereof to receive and take to and for his and their own use and benefit until thereby or otherwise the said monthly sum and all arrears thereof and also so much thereof as shall grow

due during the time of such possession together with all the costs and expenses attending the taking and keeping such possession and the receiving the rents and profits of the said premises shall be fully satisfied and paid and such possession when taken shall be without impeachment of waste Provided nevertheless that in case the said Francis Richard Price his heirs or assigns shall at any time hereafter sell or dispose of any land in Birkenhead aforesaid whereon the purchaser thereof his heirs assigns or tenants shall be entitled to erect or build a ferry house quay or landing place for the accomodation of Boats plying on the said River or shall give or grant licence or permission whereby any heretofore or future purchaser or purchasers from him his heirs or assigns of land or hereditaments in Birkenhead aforesaid or the heirs assigns or tenants of such purchaser or purchasers shall be entitled to erect or build a ferry house Quay or Landing place for the accomodation of Boats plying on the said River then and in either or any of such cases the said Joseph Storey his heirs assigns and tenants shall be entitled to the same privilege anything hereinbefore contained to the contrary thereof in anywise notwithstanding And the said Joseph Storey doth further in like manner covenant and agree to and with the said Francis Richard Price his heirs and assigns that he the said Joseph Storey his heirs and assigns in respect of the said parcels of land

and premises with the appurtenances hereby granted and released or so intended to be shall and will do suit and service at the Court Leet and Court Baron of the said Francis Richard Price his heirs and assigns Lords of the Manor of Birkenhead.

COPY COVENANTS contained in
the said Indenture of 1st January 1891

AND the said C.H.Higgins did thereby covenant that all buildings to be erected on the said land should be set back feet from Bridge Street aforesaid and that no dwellinghouse or other building exceeding two stories in height shall be erected on the said land or any part thereof and that he the said C.H.Higgins will not at any time hereafter make or erect or suffer to be made erected any foundary nor carry on any noisome or offensive trade upon the said land or any part thereof and will perform and keep the several clauses provisoes and agreements contained in the Indenture of Conveyance dated the 17th November 1827 from Francis Richard Price Esquire Lord of the Manor of Birkenhead so far as the same relates to the price of land hereditaments and premises thereby granted.

THE COMMON SEAL of The West Cheshire
Brewery Company Limited was herewith
affixed in the presence of: _____

Geo. H. Ealway
George Barber
W. H. D. ...

DIRECTORS

SECRETARY

SIGNED SEALED and DELIVERED by the
said William Norman Jones in the
presence of: _____

W. Norman Jones

Harry Wood
3 Stanley St.
Accountant - Chester -



Dated 5th October 1942

THE WEST GRESHIRE
BREWERY COMPANY LIMITED

—to—

WILLIAM NORMAN JONES

C O N V E Y A N C E

—of—

freehold hereditaments
and premises numbered
97 and 99 Ganning
Street and 11 and 13
Lord Street Birkenhead
in the County of Chester

W. Norman Jones

Ouseley-Smith & Co.
C H E S T E R