

SUPPLEMENTAL ABSTRACT OF TITLE

- to -

a freehold message or dwellinghouse
and shop situate and being No. 117
Poulton Road Wallasey in the County
of Chester.

Bartley Cocks & Bird,
LIVERPOOL.

SUPPLEMENTAL ABSTRACT OF TITLE

- to -

a freehold messuage or dwellinghouse and shop situate
and being No.117 Poulton Road, Wallasey in the County of
Chester.

1926 November 10

Stamp £14

BY CONVEYANCE of this date made between John William Bradshaw the Younger of 2 Wirral Mount Wallasey in the County of Chester Builder (hereinafter called "the Vendor") of the one part and Thomas William Aldersey Williams of 11 Eaton Road Birkenhead in the County of Chester aforesaid Cashier (hereinafter called "the Purchaser") of the other part

RECITING seisin of the Vendor free from incumbrances and agreement for sale at the price of £1400
IT WAS WITNESSED in pursuance of the recited agreement and in consideration of the sum of £1400 then paid &c. (the receipt &c) as followed:-

1. The Vendor as Beneficial Owner thereby granted and conveyed unto the Purchaser

ALL that piece of land situate on the southerly side of Poulton Road and westerly side of Drayton Road Wallasey aforesaid measuring in front to Poulton Road aforesaid 17 feet 11 inches in front to Drayton Road aforesaid 62 feet 1 inch at the back or rear thereof 16 feet and on the westerly side 62 feet and containing in the whole 116 and 2/9ths square yards (were the said several dimensions and total contents thereof a little more or less) Together with the semi-detached messuage or dwellinghouse and shop recently erected thereon and Numbered 117 Poulton Road aforesaid the wall on the westerly side of the said premises being thereby declared to be a party wall all which said premises were delineated in the plan drawn thereon and therein edged with a red line And together with the free use and enjoyment for all tenantly purposes in common with all other persons entitled to the like privilege of the common passage 9 feet wide situate on the southerly side

said several dimensions and total contents thereof a little more or less) Together with the semi-detached messuage or dwellinghouse and shop recently erected thereon and Numbered 117 Poulton Road aforesaid the wall on the westerly side of the said premises being thereby declared to be a party wall all which said premises were delineated in the plan drawn thereon and therein edged with a red line And together with the free use and enjoyment for all tenantly purposes in common with all other persons entitled to the like privilege of the common passage 9 feet wide situate on the southerly side of the said premises

TO HOLD unto the Purchaser in fee simple Subject to (a) The covenants on the part of the parties thereto of the third part and conditions contained in the Conveyance dated 2nd September 1912 abstracted in prior Abstract and (b) The restrictive covenants contained in the Conveyance dated 30th November 1925 abstracted in prior Abstract So far as the same respectively related to and affected the property thereby conveyed and (c) The covenants restrictive as to the mode of user thereof thereafter contained

2. COVENANT by the Purchaser for himself and his successors in title with the Vendor and his successors in title in manner following that was to say:-

- (a) That no building other than one dwellinghouse and shop should be erected on the said piece of land thereby assured and that such dwellinghouse and shop should be built in accordance with plans and elevations which should be submitted to and approved of by the Vendor and should front to Poulton Road aforesaid And further that such dwellinghouse and shop should be of not less annual value than £50 the tenant paying rates and taxes
- (b) That the said premises should not be used for any purpose that should be a damage nuisance or annoyance to the adjoining property of the Vendor or the neighbourhood
- (c) That no sand or gravel should be dug or removed from the said land thereby assured except in the way of excavating for the foundations of any house shop or outbuilding to be erected thereon

or for use in such buildings and no bricks tiles or clay should at any time be manufactured or burnt upon the said land thereby assured

(d) That for the space of 5 years from 1st September 1926 the premises should be occupied and used for the purpose of a dwellinghouse and for carrying on the business of a Grocer and Provision Dealer and Dealer in Cooked Meats and for no other business whatsoever nor should there be displayed in the windows of the said shop any chocolates or sweets

(e) That he and his successors in title would duly observe the covenants and conditions in the said Conveyance dated 2nd September 1912 and the said Conveyance dated 30th November 1925 so far respectively as aforesaid and would indemnify the Vendor in respect thereof

3. PROVISO AND AGREEMENT (a) That the Purchaser and his successors in title should not be entitled to any privilege right of light or other easement not expressly thereby granted which would in any manner diminish or interfere with the free unrestricted user and enjoyment of any property of the Vendor near to or adjoining the premises thereby assured either for building or any other purpose and (b) That the Vendor should not (except as thereafter expressly provided) be in any way restricted as to the mode of laying out using and enjoying any of the neighbouring property belonging to him.
4. COVENANT by the Vendor for himself and his successors in title with the Purchaser that for the space of 5 years from 1st September 1926 none of the four shops Nos. 119 121 123 and 125 Poulton Road aforesaid then in course of erection by him should be used for the purpose of the business of a Grocer and Provision Dealer and Dealer in Cooked Meats
5. ACKNOWLEDGMENT by the Vendor of the right of the Purchaser to production of an Agreement dated 3rd September 1912 abstracted in prior Abstract and the said Conveyance dated 30th November 1925 (the possession whereof was retained by him) and to delivery of copies thereof And Undertaking for safe custody thereof

EXECUTED by both parties and attested

Williams (thereinafter called "the Mortgagor") of

Stamo £1.5.0

19th May 12
Stamp 10/-

the one part and The Halifax Equitable Benefit Building Society incorporated under the Building Societies Act 1874 (hereinafter called "the Society") of the other part

RECITING seisin of the Mortgagor free from incumbrances

AND RECITING that the Mortgagor was a Member of the Society and desirous to borrow out of the funds thereof the sum of £975 free from any participation in the profits or losses of the Society during the period in which the Mortgagor should remain a Member of the Society in respect of 13 Shares therein on the terms of Table B6

AND RECITING agreement for loan

AND RECITING that the rate of interest under the said Table was £6 per centum per annum

IN consideration of £975 to the Mortgagor paid &c. (the receipt &c) IT WAS WITNESSED as followed:-

1. The Mortgagor as Beneficial Owner thereby charged by way of legal Mortgage

ALL the land and property comprised in the lastly hereinbefore abstracted Conveyance and by the like description

WITH the payment to the Society of all such subscriptions fines redemption money and other sums as pursuant to the Rules of the Society and the aforesaid table should be payable in respect of an advance of the amount aforesaid and of all other money (whether in the nature of principal or interest) which on a transfer of that security or by virtue of any covenant therein contained or otherwise should become payable thereunder

2. PROVISO for redemption

3. POWER of sale and other clauses usually inserted in Mortgages to Building Societies

EXECUTED by the said T.W.A. Williams and attested

26 November 12
stamp 6/3d

BY MORTGAGE of this date made between the said T.W.A. Williams (thereinafter called "the Mortgagor") of the one part and the said John William Bradshaw the Younger (thereinafter called "the Lender") of the other part

IT WAS WITNESSED as followed:-

1. In consideration of the sum of £213.16.6 to the Mortgagor then paid &c. (the receipt &c) The Mortgagor there-
by covenanted with the Lender for payment to him of the sum of £213.16.6 with interest thereon in the
meantime at the rate of £6 per centum per annum by the instalments and in manner therein specified
2. For the consideration aforesaid The Mortgagor as Beneficial Owner did thereby demise unto the Lender

ALL the land and property comprised in the lastly hereinbefore abstracted
Deed and by the like description

TO HOLD unto the Lender for the term of 3001 years from the date thereof without impeachment of
waste subject to the before abstracted Legal Charge dated 11th November 1926 and to repayments in
respect of an advance of £975 and interest then thereby secured And subject also to the proviso
for redemption thereafter contained

PROVISO for redemption on payment of principal and interest

3. COVENANT by the Mortgagor with the Lender to repair and insure
4. Proviso that sections 93 99 sub-section 1 100 sub-section 1 and 103 sub-sections 1 and 2 of the Law of
Property Act 1925 should not apply to those presents

EXECUTED by the said T.W.A. Williams and attested

1941 January 10

ON THIS DATE the said J.W. Bradshaw the Younger died intestate

1941 November 27

*Grant of Letters of Adminis-
tration produced at our
office and examined
Bentley Bock v Burt*

LETTERS OF ADMINISTRATION to the estate of the said J.W. Bradshaw the Younger were on this date duly granted
out of the Liverpool District Probate Registry to Elsie Irene Bradshaw of Sunny Mount Column Road West
Kirby in the County of Chester the lawful widow and relict of the said intestate and Brenda Russell Williams
of Oakdene Hoylake Road Saughall Massie in the said County Wife of Harold Osborne Williams

26/5/44.
1944 May 12
Stamp 10/-

BY DEED OF ENLARGEMENT of this date made by the said Elsie Irene Bradshaw and Brenda Russell Williams
(thereinafter called "the Administratrices")

RECITING that that Deed was supplemental to the before abstracted Mortgage dated 12th November 1926 (thereinafter called "the Mortgage")

AND RECITING that the said J.W.Bradshaw the Younger in the year 1928 entered into possession and receipt of the rents and profits of the said property comprised in the Mortgage and until the date of his death thereafter recited was in uninterrupted possession and enjoyment of such rents and profits as aforesaid without ever having acknowledged the title or right of redemption of the said T.W.A.Williams or any other person claiming to be entitled thereto in consequence whereof the said J.W.Bradshaw the Younger at the date of his death had become absolutely entitled to the said property for all the residue of the said term of 3001 years but he did not execute any Deed of Enlargement thereof

AND RECITING the death of the said J.W.Bradshaw the Younger and Grant of Letters of Administration to his estate hereinbefore abstracted

IT WAS WITNESSED that in exercise of the power in that behalf conferred on them by "The Law of Property Act "1925" and of every other power then thereunto enabling The Administratrices As such personal representatives of the said J.W.Bradshaw the Younger deceased as aforesaid THEREBY DECLARED that the residue then unexpired of the said term of 3001 years created by the Mortgage should thenceforth as to all the premises comprised therein be and the same was thereby enlarged into a fee simple

EXECUTED by the said E.I.Bradshaw and B.R.Williams and attested

-3-

AND I MAKE etc.

DULY DECLARED by the said E.J.Render

1944 May 13
Stamp 10/-

Abstract of the Title of the HALIFAX BUILDING SOCIETY
to the Assets of the Halifax Permanent Benefit Building Society and the Halifax Equitable Benefit Building Society respectively on the fusion of the two law Equitable Benefit Building Societies
BY ASSENT of this date made between the said E.I. Bradshaw and B.R. Williams (thereinafter called "the Administratrices") of the one part and the said E.I. Bradshaw of the other part

RECITING the before abstracted Mortgage dated 12th November 1926 (thereinafter called "the Mortgage")
AND RECITING death of the said J.W. Bradshaw the Younger (thereinafter called "the Intestate") on 10th January 1941 intestate leaving the said E.I. Bradshaw his Wife him surviving and leaving estate of less value than £1000

AND RECITING Grant of Letters of Administration to the estate of the Intestate as hereinbefore abstracted

AND RECITING the Intestate in the year 1928 entered into possession and receipt of the rents and profits of the said property and until the date of his said death was in uninterrupted possession of such rents and profits as aforesaid without ever having acknowledged the title or right of redemption of the said T.W.A. Williams or any other person claiming to be entitled thereto in consequence whereof the Intestate at the date of his said death had become absolutely entitled to the said property for all the residue of the said term of 3001 years but he did not execute any

Deed of Enlargement thereof

AND RECITING the lastly hereinbefore abstracted Deed of Enlargement dated 12th May 1944

AND RECITING that the Administratrices had not previously to the execution of that Deed given or made any assent or conveyance in respect of any legal estate in the property thereafter described or any part thereof

said E.I. Bradshaw of

ALL the land and property comprised in the hereinbefore abstracted

Deeds and by the like description

FOR an estate in fee simple Subject to the covenants restrictive of the mode of user and enjoyment thereof contained in (a) The before abstracted Conveyance dated 2nd September 1912 and (c) The before abstracted Conveyance dated 30th November 1925 so far as the same respectively related to and affected the said premises and had not already been performed or discharged And subject to the said Legal Charge of 12th November 1926 and to the moneys then thereby secured

COVENANT by the said E.I. Bradshaw with the said B.R. Williams to perform and observe the said restrictive covenants so far as aforesaid and for indemnity

EXECUTED by the said E.I. Bradshaw and B.R. Williams and attested

MEMORANDUM indorsed on Grant of Letters of Administration to the estate of the said J.W. Bradshaw as under:-

BY ASSENT dated the 13th day of May 1944 the within named Elsie Irene Bradshaw and Brenda Russell Williams assented to the vesting in the said Elsie Irene Bradshaw of the free hold messuage and shop Number 117 Poulton Road Wallasey Cheshire For an estate in fee simple Subject as in the said Assent is mentioned

1944 May 14

BY RECEIPT of this date (indorsed on before abstracted Legal Charge dated 11th November 1926) after reciting the before abstracted Union of the Halifax Permanent Benefit Building Society and the Halifax Equitable Benefit Building Society The Halifax Building Society thereby acknowledged that they had on or before the date mentioned below received the sum of £592.7.6 being the balance remaining owing in respect of the principal money (whether by way of original advance or otherwise) secured by that Mortgage Together with all interest fines costs and other moneys the payment having been made by the said E.I. Bradshaw the person in whom the equity of redemption in the mortgaged premises was then vested

ACKNOWLEDGMENT by the Society of the right of the said E.I. Bradshaw to production of the following documents and to delivery of copies thereof namely:-

1927 September 21 }
1927 October 31 }
1928 January 31 }
1929 April 17 }

The before abstracted documents of these respective dates

SEALED by the Society in the presence of the Secretary

1944 May 15

Stamp 2/6d

BY STATUTORY DECLARATION of this date Edward James Render of 31 Upper Rice Lane in the Borough of Wallasey the County of Chester Contractor's Manager solemnly and sincerely declared as followed:-

1. For upwards of 18 years anterior to the 10th day of January 1941 upon which day he died I was employed by John William Bradshaw the Younger Contractor in the business which he conducted in the Borough of Wallasey aforesaid. ~~In the early days of my said employment I was Outside Foreman Joiner and in that capacity I was engaged in the construction of the house and shop hereinafter particularly referred to. Later I became Assistant Manager to the said J.W. Bradshaw the Younger. I have resided all my life in the Borough of Wallasey aforesaid.~~

I am well acquainted with the house and shop situate and being No. 117 Foulton Road Wallasey aforesaid

having, so I am informed and verily believe, acquired the land by Deed dated the 30th day of November 1925.

3. I am well aware that the said J.W. Bradshaw the Younger sold the said property No. 117 Poulton Road Wallasey aforesaid (hereinafter called "the said Property") to Thomas William Aldersey Williams it being conveyed to him by Deed dated the 10th day of November 1926. The said T.W.A. Williams by Deed dated the 11th day of November 1926 mortgaged the said property to The Halifax Equitable Equitable Benefit Building Society to secure repayments in respect of a loan of £975 with interest thereon and by Deed dated the 12th day of November 1926 mortgaged the said property (subject to the said Mortgage dated the 11th day of November 1926 and to the moneys secured thereby) to the said J.W. Bradshaw the Younger to secure the sum of £213.16.6 and interest.
4. In the year 1928 the said T.W.A. Williams made default in his obligations under both the said Mortgages and the said J.W. Bradshaw the Younger in pursuance of the powers conferred upon him by the said Mortgage of the 12th day of November 1926 entered into receipt of the rents of the said property and discharged arrears of subscriptions then due to the said Building Society and from the year 1928 to the said 10th day of January 1941 the said J.W. Bradshaw the Younger remained in full free and undisturbed possession of the said property and enjoyment of the rents and profits thereof and discharged the outgoings including subscriptions payable to the said Society without accounting to or in any way communicating with the said T.W.A. Williams or any other person claiming to be entitled to the said property.
5. I depose as above from my close and intimate knowledge of the business affairs of the said J.W. Bradshaw the Younger and from a recent inspection of all the documents hereinbefore referred to
- AND I MAKE &c.

DULY DECLARED by the said E.J. Render

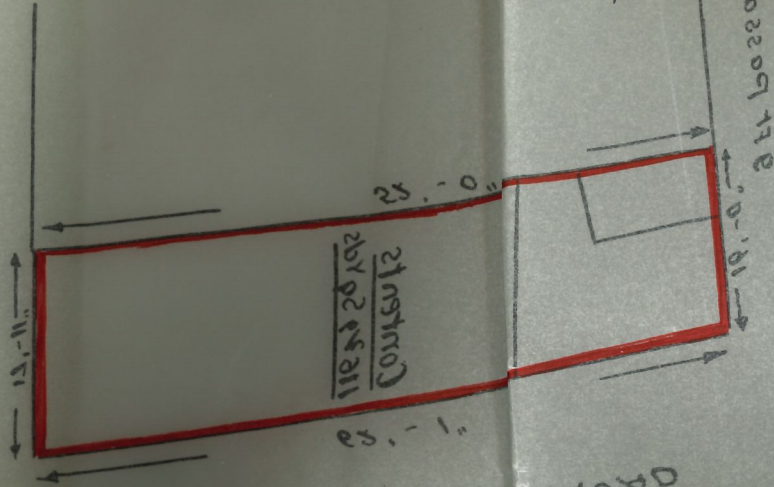
AGREEMENT of this date made between and under the respective seals of the
Society the Equitable Society and the United Society SUPPLEMENTAL to the here
abstracted Agreement of the 31st October 1927.
RECITING that it was

1929 April 17th.
Stamp 10/-

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