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Title Number CH33880

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ISSUED BY  
THE LYTHAM DISTRICT LAND REGISTRY

27th March 1906  
Stamp 5/-  
Duplicate by  
Messrs. F. & M.  
Radcliffe as  
before.  
W.J. Barlow

BY INDENTURE of this date made between the said John Roberts (hereinafter called the Vendor) of the one part and Catherine Elisabeth Radcliffe of "Inglewood" (afterloo in the County of Lancaster Spinster (hereinafter called the Purchaser) of the other part

RECITING that the Vendor being seized of and in the land messuages and hereditaments therein described for an estate of inheritance in fee simple in possession free from incumbrances had agreed with the Purchaser for creating and sale to her of a perpetual yearly rent charge of £20 to be thenceforth for ever thereafter yearly issuing and payable out of the said lands messuages and hereditaments for the price of £450

IT WAS WITNESSED that in pursuance of the said Agreement and in consideration of the sum of £450 on or before the execution of those presents to the Vendor paid by the purchaser (the receipt &c.) he the Vendor as beneficial Owner did thereby grant and convey unto the purchaser and her heirs One perpetual yearly rent charge of £20 to be thenceforth for ever thereafter issuing and payable out of

ALL the lands tenements and hereditaments described in the First Schedule thereto and out of all buildings and erections then built or to be thereafter 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 29th day of March and the 29th day of September in every year without any deduction or abatement whatsoever and the first of such half-yearly payments or a rateable proportion thereof calculated from the date thereof to made on the 29th day of September then next

TO HOLD receive and take the said perpetual annual rent charge of £20 and premises thereby granted or expressed so to be

UNTO and to the use of the purchaser in fee simple free from all incumbrances of whatsoever description  
\*COVENANT by the Vendor with the purchaser as Owner in fee simple of the said perpetual annual rent charge thereinbefore limited in the manner following (that was to say) That he the Vendor his heirs or assigns would at all times thereafter pay the said perpetual annual rent charge of £20 at the times thereinbefore appointed for payment thereof and would also pay the tithe rent charge (if any) land tax and all other rates taxes charges and assessments affecting or thereafter to affect the said hereditaments and premises out of which the said perpetual annual rent charge was thereby made issuing and payable as aforesaid and would also pay any taxes charges and assessments which might at any time be charged

CH 33880

upon or payable out of or in respect of the said perpetual annual rent charge under any then present or future Act of Parliament or otherwise howsoever and would at all times thereafter 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 was by any deed or document then subject and would keep the purchaser and her estate indemnified against the same and against all actions proceedings costs damages expenses claims and demands for or on account of the breach non-observance or non-performance of the same or any of them and also would at all times repair and keep in good and substantial condition and repair the said messuages or dwelling-houses and all other buildings or erections then standing or to be thereafter built upon the said land both externally or internally including painting papering and other things usually done by landlords for tenants of the class of buildings then 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 dwelling-houses and all other buildings or erections then standing or to be thereafter built upon the said land and keep the same at all times in such condition order and repair as there should at all times thereafter 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 thereinbefore made payable out of the said piece of land and that it should be lawful for the Purchaser her heirs or assigns or his or their agent or surveyor along or with others once in every year in the day time after twenty-four hours' previous notice of her 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 then standing or to be thereafter built upon the said piece of land as aforesaid and of any defects and wants of reparation painting and other things usually done as aforesaid then and there found to give notice in writing to the Vendor his heirs or assigns or leave the same upon the premises all of which the Vendor or his heirs or assigns should and would within one calendar month after such notice repair and amend accordingly and that in default thereof it should be lawful for the purchaser her heirs or assigns to enter into and upon the said land messuages and hereditaments and make good the same and the Vendor his heirs or assigns should and would on demand repay the cost thereof to the purchaser her heirs or assigns and if default should be made in such payment the Purchaser her heirs or assigns might 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 his heirs or assigns would forthwith complete the construction of all streets and passages adjoining or co-extensive with the said land and thereafter maintain and keep in repair the same at his own cost and expense until adopted by the proper authorities and also that the Vendor his heirs or assigns would 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 then standing or to be thereafter built upon the said piece of land in the 'Queen' or some other public office of insurance to be approved of by the Purchaser her heirs or assigns and would duly pay the premium which might become payable in respect of every such insurance and would on demand produce to the Purchaser her heirs or assigns the policy or policies of insurance and the receipt for the premiums payable in respect thereof and would whenever any loss or damage by fire should 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 might be necessary for rebuilding or reinstating the same and also that if the Vendor his heirs or assigns should 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

CH 33880



P QUALITY

pay the premiums payable in respect of such insurance immediately upon the same becoming due it should be lawful for but not obligatory upon the Purchaser her heirs or assigns to insure the said messuages and buildings as aforesaid and to pay the premiums in respect thereof out of his or their own moneys and all premiums so paid should be a charge upon the said messuages and buildings and should be recoverable by the Purchaser her heirs or assigns immediately after payment thereof in like manner as the said perpetual annual rent charge was recoverable and that without prejudice to any other remedy or remedies <sup>B</sup>

PROVISO AND DECLARATION that if the said perpetual annual rent charge of £20 or any part hereof should be in arrear and unpaid for the space of two years next after either of the said half-yearly days of payment thereinbefore appointed for payment thereof and there should not be found sufficient distress upon the said land messuages and hereditaments or any part or parts thereof or if there should be a breach of any of the Covenants therein contained on the part of the Vendor his heirs or assigns then and in every such case and notwithstanding the waiver of any previous default it should be lawful for the Purchaser her 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 then living descendants of Her late Majesty Queen Victoria and 21 years from the death of such longest liver (with such further time as might 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 his heirs or assigns and all occupiers of the said land messuages and hereditaments to expel therefrom and thereupon the said land messuages and hereditaments should remain to the use of and be vested in the Purchaser her heirs or assigns in fee simple and for her or their own absolute use and benefit

DECLARATION 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

PROVISO that neither the power of entry and forfeiture thereinbefore 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 should in any case be enforced or exercised by the Purchaser her heirs or assigns until the expiration of three calendar months after notice in writing of her or their intention to endorse or exercise the same should 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 should have been given to the Purchaser her 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 should fail within such period of three calendar months to pay or remedy the same respectively

ACKNOWLEDGMENT by the Vendor of the right of the Purchaser to production of the Document of Title enumerated in the Second Schedule thereto and to delivery of Copies thereof and undertaking for the safe custody thereof

The first Schedule referred to

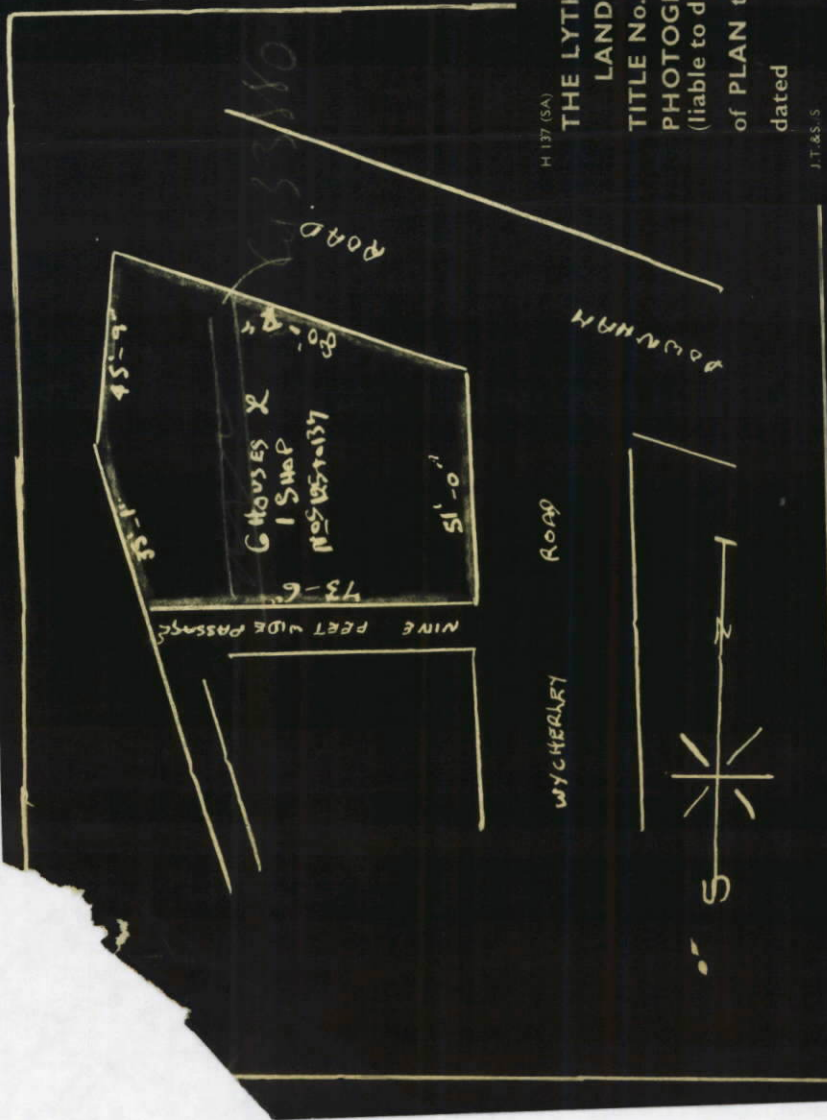
All the land & hereditaments comprised in the last abstracted Indre.

The 2nd Schedule referred to

26th March 1906 INDRE of this date last before abstracted

Executed by the said John Roberts & attested

CH 33880



H 137 (SA)  
 THE LYTHAM DISTRICT  
 LAND REGISTRY  
 TITLE No. *CH 33880*  
 PHOTOGRAPHIC COPY  
 (liable to distortion in scale)  
 of PLAN to *conveyance*  
 dated *27/3/1906*

J.T. & S