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Official copy of register of title

Title number CH61901

Edition date 24.06.2021

- This official copy shows the entries on the register of title on 24 JAN 2023 at 11:18:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 Jan 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

MERSEYSIDE : WIRRAL

- 1 (31.03.1971) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 8 Silverdale Road, Prenton (CH43 2JR).
- 2 A Conveyance of the land in this title and other land dated 27 February 1913 made between (1) William Clarkson and (2) Godfrey Allan Solly contains the following provision:-

"It is hereby declared that the walls on the east, west and north sides are party walls."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (14.05.2021) PROPRIETOR: LET WIRRAL LIMITED (Co. Regn. No. 12552507) of Enterprise House, Old Court House Road, Bromborough, Wirral CH62 4UE.
- 2 (11.03.2008) The price stated to have been paid on 29 September 2006 was £260,000.
- 3 (14.05.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.05.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 27 April 2021 in favour of Yorkshire Building Society referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 2 July 1849 made between (1) John Wright, Edmund William Jerningham (2) John Earl of Shrewsbury and (3) John Myers, Francis Shand and John Highfield contains restrictive covenants but neither the original conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 2 A Deed of Grant dated 1 January 1861 made between (1) Francis Shand John Myers and John Highfield (2) The Birkenhead Improvement Commissioners and (3) Ambrose Waln relates to rights of drainage.
NOTE: Copy filed.
- 3 A Conveyance of the land in this title and other land dated 5 October 1874 made between (1) The Royal Bank of Liverpool and others and (2) Richard Duke contains restrictive covenants particulars of which are set out in the Schedule hereto.
- 4 A Conveyance of the land in this title and other land dated 21 February 1883 made between (1) Richard Duke (Vendor) and (2) John Lea (Purchaser) contains restrictive covenants a copy of which is set out in the Schedule hereto.
- 5 A Conveyance of the land in this title dated 7 August 1959 made between (1) Trustees of The Palm Grove Methodist Church, Claughton, (Vendors) and (2) William Charles Jones and Marjorie Jones (Purchasers) contains restrictive covenants a copy of which is set out in the Schedule hereto.
- 6 (14.05.2021) REGISTERED CHARGE dated 27 April 2021.
- 7 (14.05.2021) Proprietor: YORKSHIRE BUILDING SOCIETY of Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 5 October 1874 referred to in the Charges Register:-

AND the said Richard Duke doth hereby for himself his heirs executors administrators and assigns covenant with the said Royal Bank of Liverpool their successors and assigns and as a separate covenant with the said Harwood Walcot Banner James Wilson and Philip Henry Holt their heirs and assigns that no buildings of any kind shall be erected on any part of the said land hereby conveyed except places of worship and dwellinghouses each of the annual value of not less than forty-five pounds with suitable stabling and outbuildings thereto That no building shall be erected at a less distance than ten yards from any of the roads bounding the said lands and no building of any kind other than an ornamental greenhouse and conservatory and the necessary fence wall or railings shall be erected between the fronts of the houses and any of the said roads THAT no courts of houses shall be erected on the property and no house shall be occupied as a beerhouse or a public house nor shall any part or cellar thereof be let off in flats or portions as separate tenements to different tenants or families and no building to be erected on any part of the property shall be used as a blubber house resin works chemical works soapery tan yard colour works herring house slaughter house or tallow candle manufactory nor shall any trade or business be carried on therein which can or may be considered noisome or offensive.
- 2 The following are details of the covenants contained in the Conveyance dated 21 February 1883 referred to in the Charges Register:-

"AND the purchaser hereby covenants with the Vendor that he the Purchaser will at all times hereafter pay the rent charges (if any) Payable in respect of the said premises and duly observe and perform all and singular the stipulations and restrictions hereinbefore referred to and contained in the Indenture of fifth October One thousand eight hundred and seventy four and will keep the Vendor his executors and administrators estates and effects from and against the same all actions claims and demands in respect thereof.

Schedule of restrictive covenants continued

AND ALSO that he the purchaser his heirs or assigns shall not nor will erect or build or cause to be erected or built any stables upon the said land except in connection with a dwellinghouse and then only in such a place or position as shall first be approved of by the Vendor in writing."

NOTE: The Indenture dated 5 October 1874 referred to is that mentioned in the Charges Register.

- 3 The following are details of the covenants contained in the Conveyance dated 7 August 1959 referred to in the Charges Register:-

"The Purchasers hereby jointly and severally COVENANT with the Vendors that neither the Purchasers nor their successors in title as owners for the time being of the property hereby conveyed will use or permit the same to be used for the manufacture distribution sale or supply of intoxicating liquors or as a public dance hall or for any purpose in connection with the organisation or practice of gambling in any of its forms or for the purpose of Sunday trading or as a boxing booth fun fair or the like or for any purpose which shall be a nuisance or annoyance to the owners or occupiers for the time being of the neighbouring property."

End of register