



Photo
copy

Abstract of the Title

of The Lancashire and Wirral
Investment and Property Trust
Limited to a plot of land and
the 3 messuages therein situated in
King Street & St Vincent Road
Birkenhead in the County of
Cheshire.

Wpurchased here
situated in King St

15th January 1896

Stamp 5/-

Original stamped
£2.10.0

Duplicate
Abstract produced by
Messrs. James Smith & Co. Ltd.
Liverpool & examined
this 9th day of August
1909. J. W. Harrison

M. Liverpool

Stamp 5/-

Original typed £2.10.

Duplicate Produced by Messrs. J. W. Harrison
12th Oct 1924

Duplicate produced by
Messrs. J. W. Harrison & Co.
17th Oct. 1962

By Indee of this date made between Agnes Barlow the wife of Joseph
Frank Hedgcock Barlow of St. Vincent Road Birkenhead in the County of Cheshire
Builder of the one part and Ellen Bulcock of Lestthorpe in the County
of Lancashire Widow of the other part

Reciting section of said Agnes Barlow & agreement for ^{creating} sale to
said Ellen Bulcock of a yrlly rent charge of £20 to be limited
out of the plot of land and hereditaments therein described & to be
secured in manner therein appearing at the price of £500.

It was witnessed that in consideration of the sum of £500 paid to (the
receipt of) the said Agnes Barlow as Benef. Owner did they grant unto
the said Ellen Bulcock her heirs & assigns

A perpetual yrlly rent charge of £20 to
be issuing and payable out of

All that plot piece or parcel of land
situate on the east side of King Street in
Birkenhead in the County of Cheshire bounded on
the westerly side by King Street uproad on
the northerly side by land and premises
then recently sold and conveyed to John
McC. Gough on the easterly side by a common
passage of 9 feet wide and on the southerly
side by a Street or Road called St.
Vincent Road and measuring on the easterly
side 66 ft 4 in or thereabouts on the southerly
side 64 ft 4 in or thereabouts & on the northerly
& southerly sides resply 67 ft or thereabouts

& containing in the whole 505 sq. yds
or thereabouts be the sd several measurements
& contents nearly a little more or less
Together with the three messuages or dwellings
recently erected on the sd plot of land
by the sd Agnes Barlow fronting unto
King Street apud & known Mayville
Ashville & Turnerside nearly and wh
piece of land heredit and premises were
by an Indre dated the 14th day of January
1896 & made betw The Barclay & Bly
Coys of the 1st part The Liscard Manor
Estate Co. Ltd of the 2nd part & the sd
Agnes Barlow of the 3rd part conveyed
to the sd Agnes Barlow in fee simple and
were particularly delineated in the plan
drawn upon such Indre & therein edged
with a red line.

Log^o with the free use and enjoyment for
all tenantly p^{rs}es so far as the sd Agnes
Barlow could grant the same of the said
Street or Road called St. Vincent Road &
of the sd Common Passage and of all
streets & passages in construction thro^f or
connecting therewith for the whole extent
thro^f in common with the owners &
occupiers of the heredit^s abutting upon the
same Street or passage or to which the
same form the outlets & all other persons
entitled to use the same

And wh sd y^{ly} rent sh^d was to be paid
& payable by equal half y^{ly} payments
on the 25th day of March & the 29th day
of September in every year free from all taxes
& deductions whatsoever the first of such
payments or a proportionate part thro^f to

be made on the 25th day of March then
next

To have receive and take the sd yearly rent chge and
prems thereto expressed to be thereby granted unto and to
the use of the sd Ellen Bulcock her his & ass in fee simple
covenants by sd Agnes Barlow for herself and her assigns with sd
Ellen Bulcock her his & ass.

That if the sd Agnes Barlow her his or ass sh^d at any time make
default in performing or observing any of the covenants and condons in the
sd Ind^{or} of the 14th January 1896 contd and on her & their part to
be performed or observed then & in such case it sh^d be lawful for
the sd Ellen Bulcock her his & ass into & upon the sd plot of land
& bldgs or any part thereof in the name of the whole to enter and to
do thereon any act wh^{ch} might be requisite specifically to perform or observe
the covenants & condons last afd & to remain in possession and receive
the rents and profits of the sd land and bldgs until such covenants
& condons sh^d have been duly observed & performed & complied with
& any breach thereof made good and until the sd Agnes Barlow
her his or ass sh^d have paid to the sd Ellen Bulcock her his or ass
all costs & chgs of any such act as afd or occasioned by any
such default & until the same sh^d have been satisfied out of
the rents & profits of the sd land bldgs heredit^s & prems
thereby described

That if ^{within} any time during the lifetime of the longest living
of the ~~then~~ living descendants of Her Majesty Queen Victoria and
21 yrs from the death of such longest living and such part time
(if any) as may not be contrary to any rule of law for the time
being agst perpetuities the sd yearly rent chge of £20 or any
part thereof should be in arrears & unpaid for the space of twelve
calendar months next after either of the half yearly days therein appointed
for payment thereof whether demanded or not or if the sd Agnes
Barlow her his or ass sh^d make default in observing or performing
any of the covenants & condons afd then & in any & every such case
& without prejudice to any other of the powers & remedies thereby
or otherwise given & notwithstanding the exercise of any of such powers
or the waiver of any previous default it sh^d be lawful for (but not

incumbent upon) the sd Ellen Bulcock her his or ass into & upon the sd plot of land bldgs & premises or any of them or any part or parts thereof in the name of the whole to enter & the sd Agnes Barlow & all others to compel the same & upon & from such entry the sd land bldgs heredit & premises shall go remain & be to the use of & be used in the sd Ellen Bulcock her his or ass for her & their absolute use & benefit

Proviso that neither the power of absolute entry by the now abstracting proviso given to or vested in the sd Ellen Bulcock her his or ass nor the power of devising the sd land bldgs heredit & premises conferred by sect. 4th of the Conveyancing & Law of Property Act 1881 sh^d at any time be enforced or exercised by the sd Ellen Bulcock her his or ass until the expiration of 3 cal. mths after notice in writing of her or their intention to enforce or exercise the same had been served upon the sd Agnes Barlow her his or ass requiring her or them to pay the rent in arrears or to remedy the breach of coven^t or condition complained of & she or they sh^d fail within such period of 3 cal. mths to pay or remedy the same respectively And any notice by the sd Ellen Bulcock her his or ass under this clause might subject to the proviso next thereafter cont^d be served in any one of the modes ment^d in sect 64 of the sd Act

Proviso that in case of a mortgage or mortgages of the sd land bldgs & heredit of whose estate or estate notice in writg sh^d have been given to the sd Ellen Bulcock her his or ass the notice contemplated by the last preceding clause to be given by her or them sh^d be served upon such mortgage or mortgages or left at or sent by reg^d post to his or their last named place of abode in England or Wales

Covenants by sd Agnes Barlow for herself & her ass with sd Ellen Bulcock her his & ass: at all

- To pay rent
- To pay rates & taxes & other outgoings
- To keep bldgs in good repair
- To permit sd Ellen Bulcock her his & ass to inspect
- To insure.
- To perform & observe all the c^ovent^d coven^ts & conditions cont^d in

sd Indre of 14th Jan'y 1896
Acknowledgment of rights of sd Ellen Bulcock her h's & a's to
Prodon of sd Indre of 14th Jan'y 1896 & to del'y of copies &
undertake for safe custody.

Duplicate executed by sd Agnes
Barlow & attended ~~at presence of~~
witness

✓ Memorandum entered on lastly abstracted Indre. -

Memorandum - By an Indre dated the 5th day of Feb. 1904 & made
between Ellen Bulcock of the 1st part Jas. Hon. Harrison Jas. Wallace Chas.
& Joseph Wood of the 2nd part The Lancashire & Mersey Insurance &
Life Trust Ltd (thence called the Coy) of the 3rd part & the Railway
Urban District Council (thence called the Council) of the 4th part a
piece of land situate on the northeasterly side of King Street of about
& containing the whole 115 sq. yds being part of the hereditaments
thence conveyed by the within written Indre was conveyed unto
& to the use of the Council their successors & a's for ever
discharged from the gely rent-charge mentioned in the within written
Indre.

Attested in presence of
James Bulcock son of Ellen Bulcock
Esq. resident in the 13th Ward
of Manchester

The Plan referred to

