



Homes
England

Date: 14 February 2022

Our Ref: RFI3735

Tel: 0300 1234 500

Email: infogov@homesengland.gov.uk

Making homes happen

██████████
By Email Only

Information Governance Team
Homes England
Windsor House – 6th Floor
50 Victoria Street
London
SW1H 0TL

Dear ██████████

RE: Request for Information – RFI3735

Thank you for your request for information which was processed in accordance with the Freedom of Information Act 2000 (FOIA). This request related to your previous request RFI3715.

You requested the following information:

We would like to make a further Freedom of Information Request for the MISC. DOCS – VARIOUS, documents listed in the first table in your response and the LAND FRONTING LEABROOK ROAD WEDNESBURY (PATENT SHAFT SITE) documents mentioned below the table.

We asked for clarification regarding your request and you advised as follows:

*Following your request for clarification, we would like to request the following documents:
LAND AT LEABROOK ROAD & BANNISTER ROAD WEDNESBURY*

- 30/10/1931 Tipton UDC – GWR Co.
- 23/11/1982 British Railways Board – South Staffs Waterworks Co.
- 31/08/1988 British Railways Board – Golden Key Commercial Properties Ltd
- 26/03/1993 LAND CHARGES / SEARCHES
- 30/03/1993 G C Hewitson

CONTENTS OF FILE BCDC

- 23/11/1863 G. Perry – W. Wilkes
- 1928 G W Arthur & J G Perry
- 29/03/1966 OFFICAL SEARCH 6, 7, 8 and 9 Great Western Street, Wednesbury
- 31/03/1966 E D Quance and F W Quance – Borough of Wednesbury - CONVEYANCE Nos.6, 7, 8 and 9 Great Western Street, Wednesbury

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Response

We can confirm that we do hold the requested information. Please find attached the below Annexes in relation to the documents that we hold relating to the Black Country Development Corporation.

Annex A – Land at Leabrook Road & Bannister Road Wednesbury

- 30/10/1931 - Undertaking
- 23/11/1982 - Agreement
- 31/08/1988 - Counterpart Lease
- 26/03/1993 - Land Charges/ Searches
- 30/03/1993 - Statutory Declaration

Annex B – Contents of File BCDC

- 23/11/1863 - Conveyance
- 1928 - Abstract of Title
- 29/03/1966 – Official Search
- 31/03/1966 – Conveyance

Right to Appeal

If you are not happy with the information that has been provided or the way in which your request has been handled, you may request an internal review. You can request an internal review by writing to Homes England via the details below, quoting the reference number at the top of this letter.

Email: infogov@homesengland.gov.uk

The Information Governance Team
Homes England – 6th Floor
Windsor House
50 Victoria Street
London
SW1H 0TL

Your request for review must be made in writing, explain why you wish to appeal, and be received within 40 working days of the date of this response. Failure to meet this criteria may lead to your request being refused.

Upon receipt, your request for review will be passed to an independent party not involved in your original request. We aim to issue a response within 20 working days.

You may also complain to the Information Commissioner's Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.



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The Information Commissioner's details can be found via the following link:

<https://ico.org.uk/>

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

The Information Governance Team

For Homes England

OFFICIAL

6



30th October 1931.

PLEASE RETURN TO
L.M. REGION,
MUNIMENT ROOM,
ESTATE DEPT.,
MANCHESTER

Tipton Urban District Council.

WR1844

Undertaking plan.

22.10.70
Bulker

107
 10/20/31
 6
TO THE GREAT WESTERN RAILWAY COMPANY



6 [WHEREAS WE THE TIPTON URBAN DISTRICT COUNCIL have applied to you for permission to remove your existing post and rail fence adjoining your property at Wednesbury and to erect in lieu thereof a boundary wall at the position shown on the plan hereunto annexed AND WHEREAS you are willing to comply with the said request upon the terms and conditions hereinafter appearing NOW THEREFORE WE the said Tipton Urban District Council IN CONSIDERATION of your granting us permission as aforesaid HEREBY UNDERTAKE AND AGREE with you as follows :-

1. At our own expense and under the supervision and to the satisfaction of your Engineer to take down the existing post and rail fence between the points A and B on the said plan and in lieu thereof to erect and thereafter maintain at our own expense the following works:- (1) a boundary wall of such thickness and height as may be agreed with your Engineer, with a parapet on a portion of such wall and (2) a post and rail fence on the remainder.
2. To carry out the whole of the works in such a manner as not to interfere with the light to the Company's adjoining premises.
3. To pay you on the execution hereof the sum of Five pounds for facilities hereby granted.
4. That you shall be at liberty at any time at your own expense to make openings in the said wall from your property on to the adjoining roadway.
5. To be responsible for and to save harmless and indemnify you from and against all actions claims losses and expenses whatsoever in respect of loss of life or personal injury or loss of or damage to property howsoever caused arising out of or in any way attributable to the permission hereby granted including claims under the Workmen's Compensation Acts and the Employers Liability Act and including any demand which may be made upon you as frontagers in connection with the repair of the roadway on to which the works referred to in clause 1 hereof will abut. JH

DATED this *thirtieth* - day of *October* 1931.

The Common Seal of the
 Tipton Urban District
 Council was hereunto
 affixed in the presence
 of

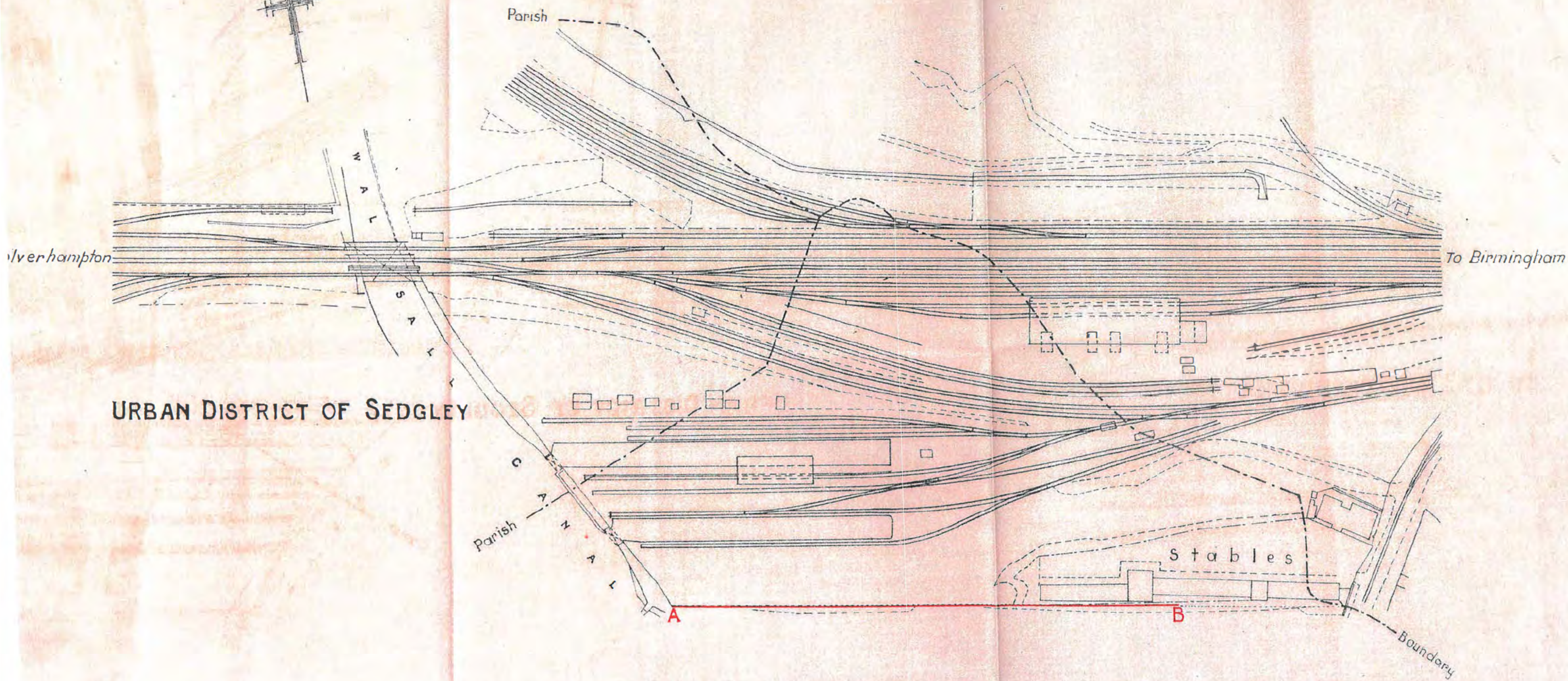
A. E. Barnister
 Chairman

Robert W. ...
 Clerk



Plan referred to

BOROUGH OF WEDNESBURY



URBAN DISTRICT OF SEDGLEY

URBAN DISTRICT OF TIPTON

SCALE 2 CHAINS TO AN INCH

*In Re
J. S.*

Dated 23rd November - 1982

BRITISH RAIL
DOCUMENT

No. 30345.
RETURN TO: STANIER HSE.
BIRMINGHAM.
MAINTENANCE ROOM
PROPERTY BOARD.

E1/26464/1043/RP.

British Railways Board

— AND —

The South Staffordshire
Waterworks Company



PHOTOCOPY.

Agreement

— AS TO —

CONSTRUCTION and MAINTENANCE
of WORKS under land At Wednesbury
West Midlands

26464/1043

This Agreement is made the *twenty third*
day of *November*. One thousand nine hundred and *eighty two*
Between the BRITISH RAILWAYS BOARD (hereinafter called "the
Board") of the one part and the SOUTH STAFFORDSHIRE WATERWORKS COMPANY

Statutory Water Undertakers incorporated by Act of Parliament 1853
being the ~~(Water Authority established in accordance with the Water Act~~
1973) for the Area (hereinafter called "the Authority") of the other part:

WHEREAS the Authority under the provisions [of the ~~Public Health Act 1936~~] [Water Act 1945] propose to carry works under certain lands of the Board at *WEDNESBURY* West Midlands in the position shown in blue on the plan attached hereto: number *W416/82*

AND WHEREAS it has been agreed between the parties hereto that the proposal of the Authority shall be carried into effect by the construction of the works described in the Schedule hereto (hereinafter called "the Works") in accordance with plans sections and specifications which have been approved by the *Chief Civil* Engineer for the *London Midland* Region of the Board [~~and for the purposes of identification are signed by him or on his behalf and by the Surveyor of the Authority~~] and it has been further agreed that the Authority shall enter into such obligations with regard to the Works and shall give to the Board such protection as is hereinafter specified in full settlement of any claim to compensation which the Board may have or become entitled to under the said Act except as hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows:—

1.—THE Authority shall at such time as shall be agreed to by the *Chief Civil* Engineer for the time being for the *London Midland* Region of the Board or such other person as may from time to time be designated by the Board (hereinafter called "the Engineer") with all due

6.—THE Board reserve full and free right at any time hereafter of erecting and constructing on land now belonging to the Board any buildings (except houses or buildings used as offices or showrooms other than buildings so used which form part of a railway station) or railway works over the Works and the Board shall not be liable for any damage or injury to the Works caused by the construction existence maintenance repair or renewal of any such buildings or works whether over or near to the Works or by the carrying on of the Board's statutory undertaking Provided that before commencing the erection or construction of any such buildings or works the Board shall give the Authority reasonable notice of their intention so as to enable the Authority if they so think fit to protect divert or remove the Works

7.—THE Board hereby acknowledge the receipt of ~~£~~ four hundred and fifty six pounds (£456) paid by the Authority upon the execution of these presents by way of compensation which together with the provisions hereinbefore contained are in full discharge of all rights to compensation to which the Board may be entitled under the said Act

8. NOTHING herein contained shall prejudice or affect any provision for the protection of the Board included in any special Act or Order

9.—ANY dispute or difference arising between the parties hereto shall except where the decision of the Engineer is expressly stated to be conclusive or it is a question of law or the construction of this Agreement be referred to the decision of a single arbitrator who shall be appointed failing agreement between the parties by the President for the time being of the Institution of Civil Engineers

10.—THE Authority shall pay the sum of £18 - 00 as a contribution towards the Surveyor's expenses ~~and in addition the expense~~ ~~(including the stamp duty) of these presents and of a duplicate thereof~~

AS WITNESS the hands of Colin Robert Line
the person appointed by the Board in that behalf and
~~DAVID STUART-BROWN~~ the **CHIEF ENGINEER** and duly
authorised agent of the Authority the day and year first above written

despatch proceed at their own cost to construct and in proper manner complete the Works under his supervision and to his reasonable satisfaction in accordance with the said plans sections and specifications and with such detailed plans and sections as the Engineer may hereafter approve

2.—THE Authority shall from time to time at their own cost maintain and repair the Works in such manner as the Engineer may approve and under his supervision and to his reasonable satisfaction

3.—THE Authority shall pay to the Board on demand all expenses certified by the Engineer to have been properly incurred by the Board from time to time (including the cost of any works constructed by the Board which in the opinion of the Engineer may be necessary for the protection of the Works or of their railway or other property and the cost of employing any inspectors flagmen watchmen or other persons whom the Engineer may think it necessary to employ for the protection of the railway or of the traffic thereon and the cost of inspecting from time to time the Works or any works so constructed by the Board) in consequence of or arising directly or indirectly out of the construction existence user maintenance repair renewal failure or abandonment of the Works and shall also pay to the Board compensation for any disturbance of traffic consequent thereon. A certificate given by the Engineer under this Clause shall be conclusive

4.—THE Authority shall further pay to the Board on demand such sum if any as represents the loss or damage from time to time sustained by the Board by reason of the construction existence user maintenance repair renewal failure or abandonment of the Works

5.—ANY additional expense which the Board may from time to time reasonably incur in widening altering reconstructing repairing maintaining or abandoning their railway or other works under their existing powers by reason of the existence of the Works shall be paid by the Authority

THE SCHEDULE above referred to

62.13 metres of 1000 millimetres diameter water main laid along the perimeter of Wednesbury Steel Terminal adjoining the Walsall Canal and Cannister Road at Wednesbury West Midlands

Int.

SIGNED by the above named

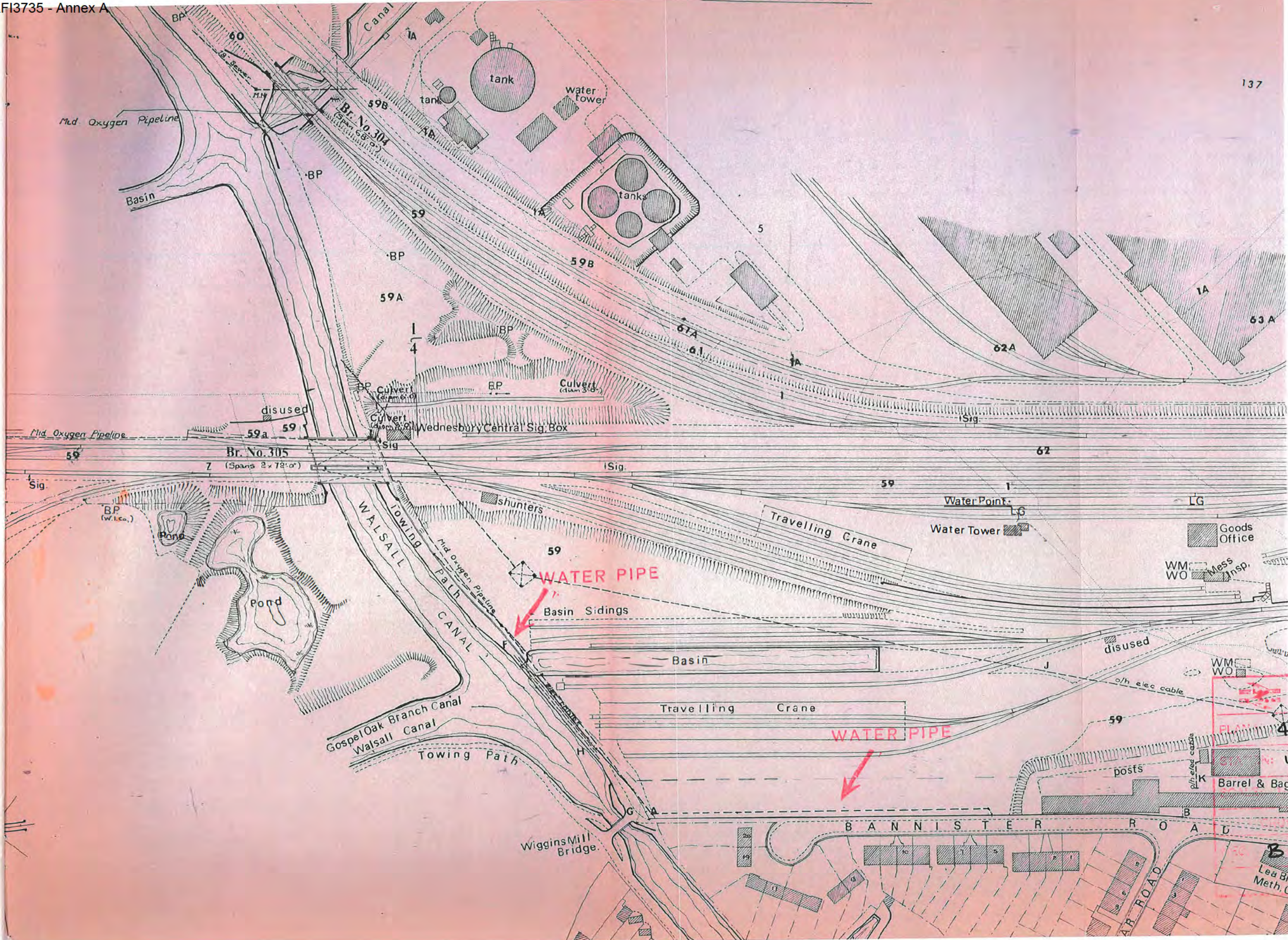
D.S. Brown

DAVID STEWART BROWN.

in the presence of:—

(M.K. VEITCH)

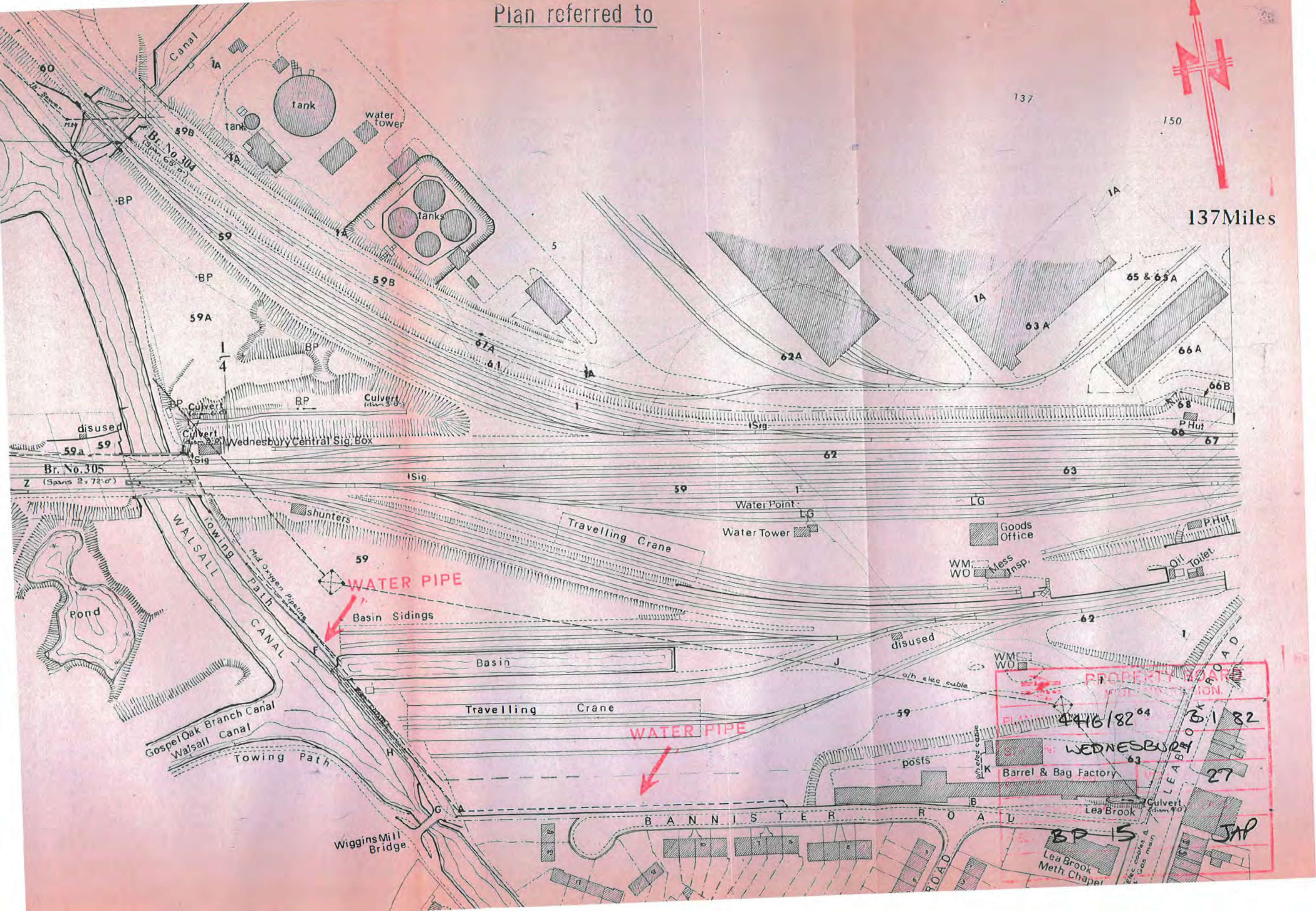
M. Veitch



Plan referred to



137Miles



WATER PIPE

WATER PIPE

PROPERTY MAP
 4416/82⁶⁴ B.1/82
 WEDNESBURY
 Barrel & Bag Factory
 Lea Brook
 Meth Chapel
 BP 15
 JAP

TAMP 50p

DATED 31st August 1988

7955 / NJG / 87 / 1668

BRITISH RAILWAYS BOARD

- to -

GOLDEN KEY COMMERCIAL
PROPERTIES LIMITED

C O U N T E R P A R T /

L E A S E

- of

premises at Leabrook Road
Bannister Road Wednesbury in
the County of West Midlands

For the term of 30 years
Commencing 31-8-1988
Expiring 30-8-2018
Rent £2750 per annum
(Subject to review)

SIMON OSBORNE
British Railways Board
Macmillan House
PO Box 1016
Paddington Station
London W2 1YG
Solicitor to the Board

9

GOLDEN KEY MANAGEMENT LIMITED of Beaumont House, 340 Lichfield Road,
Four Oaks, Sutton Coldfield, West Midlands

("the Lessee") hereby covenant with BRITISH RAILWAYS BOARD ("the Board" which expression shall where the context so admits include the persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereinafter referred to) that it will during such time as the term granted by the Lease dated the 31st day of August 1988 and made between the Board of the first part and Golden Key Commercial Properties Limited of the other part ("the Lease") is vested in it duly pay all rent becoming due under the Lease and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions therein contained and on the part of the Lessee to be observed and performed

IN WITNESS whereof the Common Seal of Golden Key Management Limited was hereunto affixed this *Seventeenth* day of *May* One thousand nine hundred and eighty nine

THE COMMON SEAL of GOLDEN
KEY MANAGEMENT LIMITED was
hereunto affixed in the
presence of:

P. M. By Secretary.
P. M. By Director



T H I S L E A S E made the *Thirty-first* day of *Sept*
August One thousand nine hundred and
 eighty-eight B E T W E E N the BRITISH RAILWAYS BOARD

(hereinafter called "the Board" which expression shall where
 the context so admits include the person for the time being
 entitled to the reversion immediately expectant on the
 determination of the term hereby created) of the one part and
GOLDEN KEY COMMERCIAL PROPERTIES LIMITED whose registered
 office is at 318 High Street Harborne Birmingham in the
 County of West Midlands (hereinafter called "the Lessees" which
 expression shall where the context so admits include their
 successors in title) of the other part



W I T N E S S E S as follows :-

1. I N consideration of the erection by the Lessees of the
 buildings as hereinafter mentioned and the carrying out by the
 Lessees of the works hereinafter mentioned and of the rent and
 Lessees' covenants hereinafter reserved and contained the Board
 hereby demise unto the Lessees A L L T H A T piece or parcel of
 land having an area of Four thousand five hundred and fifteen
 square yards (Three thousand seven hundred and seventy five
 square metres) or thereabouts situate at the junction of
 Leabrook Road and Bannister Road Wednesbury in the County of
 West Midlands as the same is delineated on the plan number 5915
 annexed to these presents and thereon verged blue (all such
 premises being hereinafter called "the demised premises" which
 expression shall where the context so admits include the
 building to be erected thereon in accordance with the
 provisions hereof all additions or improvements hereafter made
 to the demised premises and all fixtures drains fences walls

gates and other works now or hereafter thereon and any fences walls or gates on or bounding the demised premises hereafter erected by the Lessees TOGETHER with a right of way (in common with the Board and persons authorised by them) for emergency purposes only over the land of the Board along the route shown coloured brown on the said plan between the demised premises and Leabrook Road aforesaid Subject to the provisions of a Wayleave Agreement dated the Twenty-sixth day of February One thousand nine hundred and seventy made between the Board of the one part and the Central Electricity Generating Board of the other part

EXCEPT the mines and minerals in and under the demised premises and excluding any right of support from mines and minerals

AND EXCEPTING AND RESERVING unto the Board and all persons claiming under them or permitted by them or any other person for the time being entitled to the same :-

- (a) the free running and passing of water and soil gas and electricity coming from or passing to any other building or land in and through any sewer drain watercourse pipe cable or wire now on over or under the demised premises and the right to maintain the same and to connect thereto
- (b) the right from time to time and at all times during the term hereby created : -
 - (i) to fix construct place maintain and use on over or under the demised premises any sewer drain watercourse or pipe which may be necessary or convenient

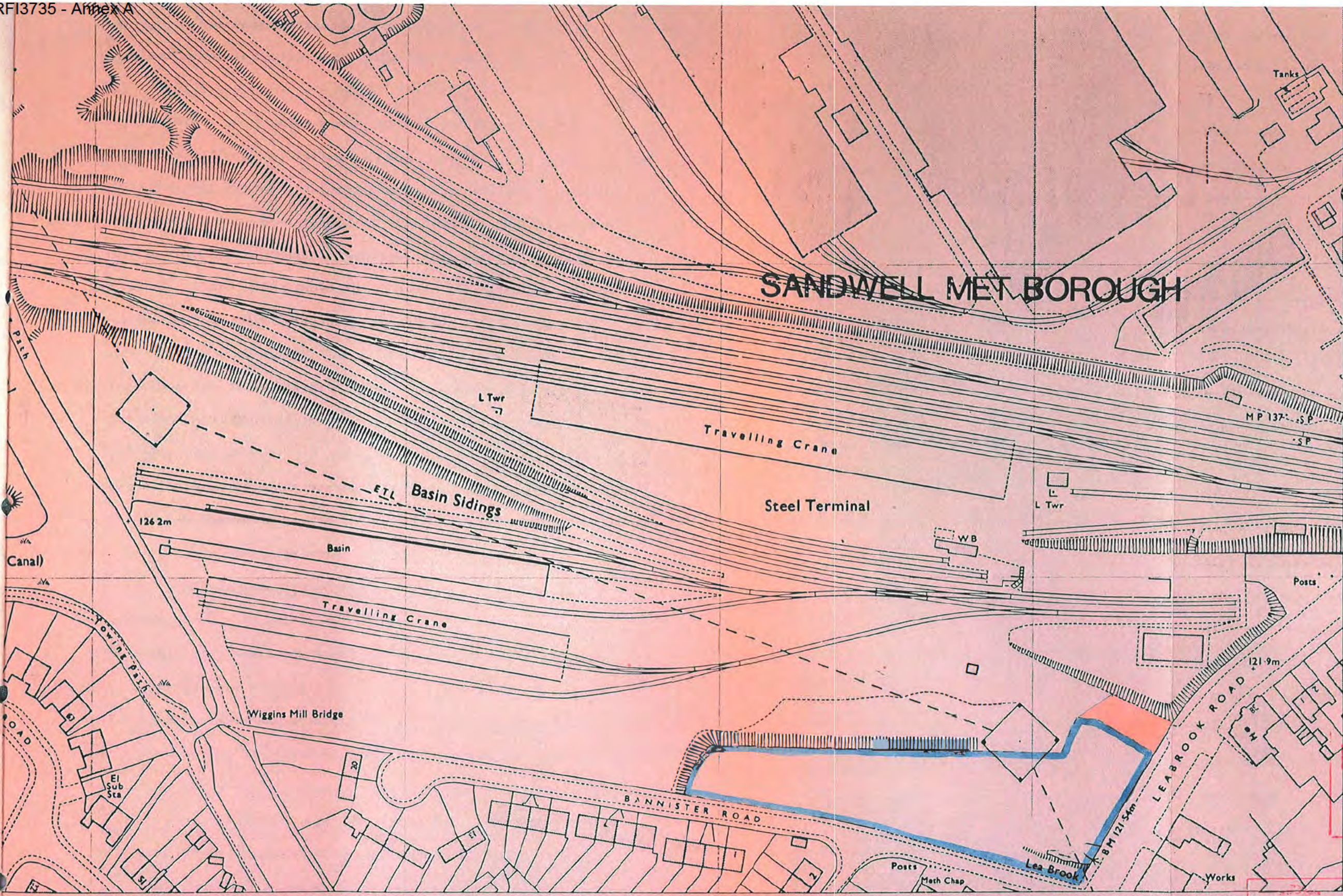


WEST BROMWICH

SO 9894 NW

947

SANDWELL MET BOROUGH



DOCUMENT
PLAN

PROPERTY BOARD
MIDLAND REGION

976

977

978

979

WEST BROMWICH WEST BORO CONST
SO9794SE

B'HAM - PRIESTFIELD 15B

PLAN No. 5915 DATE: 12.8.87

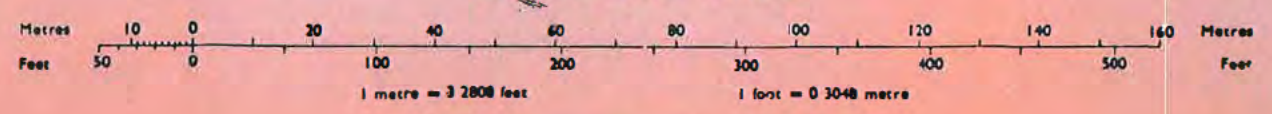
STATION: WEDNESBURY

SCALE 1/1250 VOL: 27

CROWN COPYRIGHT RESERVED

EXAMPLE from sheet TO 0529 SE
TO 058 B-P. Sh. 15A INT. NH

CONVERSION SCALE: Metres-Feet



SYMBOLS

- Site of antiquity
- Change of boundary marking
- Culvert

ABBREVIATIONS

- B.H. Beer House
- F.Sta. Fire Station
- M.P.U. Mail Pick-up
- S.P. Signal Box

Made and published by the Director General of the Ordnance Survey, Southampton.

NATIONAL GRID REFERENCE

The grid lines form part of the National Grid and are at 100 metre intervals. To give a unique reference defining the position of a point to within 10 metres proceed as follows:-

1. Take the two figures opposite this line on the north or south margin
 2. Take the west edge of the grid square in which the point lies and read the figures opposite this line on the north or south margin
- Estimate centimetres from the grid line to the point (distance e) ... 8
The resulting four figure number is the Easting ... 0588

- (ii) to erect fix maintain and use on over or under the demised premises any poles wires or cables which may be necessary or convenient and to attach the same to any part of the demised premises
- (iii) to carry out (whether on or from the demised premises) any works which may in the opinion of the Board be necessary for the proper operation of the Board's undertaking
- (c) the right at all reasonable times or in case of emergency at any time with or without vehicles plant machinery and equipment or any description to enter on the demised premises for the purpose of inspecting testing maintaining repairing renewing or demolishing any adjoining property of the Board and of exercising the rights reserved by paragraphs (a) and (b) hereof
- (d) the power and liberty at any time hereafter to stop up or otherwise affect any railway sidings rights of way or other easements or privileges whether now in existence or not which the Lessees may at any time during the term hereby created be using or enjoying (other than by virtue of the express provisions of these presents or of any Grant or Licence in writing from the Board) over any adjoining land as appurtenant incident or belonging to the demised premises
- (e) full right and liberty from time to time to use their adjoining and neighbouring lands in such manner as they may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the demised premises may be thereby affected

TO HOLD the demised premises (subject to all rights and easements affecting the same) unto the Lessees for the term of THIRTY YEARS commencing on the *Thirty-first* day of *August* One thousand nine hundred and eighty-*eight* (hereinafter called "the commencement date")

YIELDING AND PAYING therefor the rent of one peppercorn for the first six calendar months of the term and thereafter the yearly rent of Two thousand seven hundred and fifty pounds (£2,750) (variable as hereinafter provided) payable in advance by equal quarterly payments on the Twenty-fifth day of March the Twenty-fourth day of June the Twenty-ninth day of September and the Twenty-fifth day of December in every year without any deduction the first payment of such yearly rent being a proportionate part thereof in respect of the period from the date six calendar months after the commencement date to the day preceding the next ensuing quarter day to be made six calendar months after the commencement date

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) that time shall not be of the essence as regards Clause (b) of this proviso
- (b) that at any time during the period of six months next before the expiration of the fifth year of the term hereby granted and every subsequent fifth year of the term hereby granted (computed with reference to the commencement date) the Board may serve on the Lessees a notice in writing (hereinafter called a "Rent Notice") providing for the increase of the rent payable hereunder as from the expiration of the relevant year of the term as aforesaid

to an amount specified in the Rent Notice and thereupon the following provisions shall have effect :-

- (1) The Lessees within one month after the receipt of the Rent Notice may serve on the Board a counter notice calling upon the Board to negotiate with the Lessees the amount of the rent to be paid hereunder as from the expiration of the said year
- (2) If the Lessees shall fail to serve a counter notice within the period aforesaid they shall be deemed to have agreed to pay the increased rent specified in the Rent Notice
- (3) If the Lessees shall serve on the Board a counter-notice calling upon the Board to negotiate with them as aforesaid then the parties hereto shall forthwith consult together and use their best endeavours to reach agreement as to the amount of the rent to be paid hereunder as from the expiration of the said year but failing agreement within one month after service of such counter notice (or within such extended period as the parties hereto shall mutually agree) the question of whether any and if so what increase ought to be made in the rent payable hereunder as from the expiration of the said year shall be referred to the arbitration of a single arbitrator who (failing agreement between the parties hereto) shall be nominated on the joint application of the parties hereto or if either of them shall neglect forthwith to concur in such application then on sole application of the other of them by the President for the time being of the Royal Institution of Chartered Surveyors

(4) The Arbitrator shall determine the question as referred to him by :-

(a) ascertaining the annual rack rental value of the demised premises including any buildings thereon at the date of the Rent Notice (or if the Rent Notice shall not have been served before the expiration of the relevant year of the term as aforesaid then as at the last day of such relevant year) that is to say the annual rent or aggregate annual rents at which the demised premises and any such buildings might reasonably be expected to be let without premium in the open market as between willing landlord and willing tenant or tenants if the tenant or tenants undertook to pay all usual tenant's rates and taxes and to bear the cost of the repairs insurances and other expenses (if any) necessary to maintain the same in a state to command such rent or rents and assuming that the Lessees have observed and performed all the covenants and conditions by them to be observed and performed hereunder but disregarding (a) any effect on rent of the fact that the Lessees or any person deriving title under them have been in occupation of the demised premises (b) any goodwill attached to the demised premises since the commencement of the term granted by reason of the carrying on thereat of the business of the Lessees or of any person deriving title under them and (c) any effect on rent of any improvement carried out by the

Lessees or any person deriving title under them otherwise than in pursuance of an obligation to the Board

- (b) calculating seventeen decimal point five per centum of the rack rental value ascertained under paragraph (a) above

And if the amount calculated under paragraph (b) above exceeds the rent payable hereunder for the relevant year as aforesaid the difference shall be the increase in the rent payable hereunder

2. THE Lessees HEREBY COVENANT with the Board in manner following that is to say :-

- (1) (a) To pay the Board the yearly rent hereby reserved at the time and in manner aforesaid and if the yearly rent shall be increased by agreement (actual or deemed) or arbitration in pursuance of the proviso for review of rent hereinbefore contained to pay as from the expiration of the relevant year the increased yearly rent at the times and in the manner aforesaid and the yearly rent as so increased shall remain payable until the same shall be further increased pursuant to the said proviso or until the expiration of the term hereby granted whichever shall first occur PROVIDED ALWAYS that the receipt of rent on the part of the Board shall in itself not be and shall not be deemed to be a waiver of any of the covenants provisions or conditions contained herein and on the part of the Lessees to be observed and performed
- (b) In the event of the said yearly rent and all increases therein or any part thereof or any other sums hereunder

payable to the Board remaining unpaid for fourteen days after the same shall have become due (and in the case of any increase or increases in the yearly rent payable hereunder which shall not be agreed or fixed before the expiration of the relevant year of the term as aforesaid then for the purposes of this sub-clause only the same shall not be deemed to be due until agreed or fixed as the case may be) the Lessees shall (if so required by the Board) pay interest thereon to the Board (without prejudice to any other right or remedy then subsisting or available to the Board hereunder in respect of any breach or non-observance of this or any other covenant or obligation on the part of the Lessees herein contained) calculated at the rate of three per centum per annum above the minimum lending rate of The Royal Bank of Scotland plc from time to time in force on the amount outstanding of such yearly rent or other sums as aforesaid from the date on which the same became payable until the actual date of payment thereof to the Board and so payable to the Board without any deduction save by statute authorised

PROVIDED ALWAYS in the event that by the expiration of the relevant year of the term as aforesaid the amount of the revised rent has not been agreed between the parties hereto or decided as aforesaid then in respect of the period of time (hereinafter called "the said interval") beginning with the expiration of the relevant year of the term and ending on the date upon which the amount of the revised rent is agreed or decided as aforesaid the Lessees shall pay to the Board in manner hereinbefore provided

rent at the yearly rate payable immediately before the expiration of the relevant year of the term and at the expiration of the said interval there shall be due as a debt payable by the Lessees to the Board on demand as arrears of rent an amount equal to the difference between the revised rent and the rent actually paid during the said interval and apportioned on a daily basis in respect of the said interval together with interest at the base rate for lending of The Royal Bank of Scotland plc the said difference between the revised rent and the rent actually paid

- (2) To pay or repay to the Board all sewers and drainage rates and all other rates taxes charges duties impositions assessments and outgoings whatsoever as well Landlords as Tenants now or hereafter imposed charged or assessed upon or payable in respect of the demised premises or such proportionate parts thereof respectively as shall be certified by the appropriate Surveyor acting on behalf of the Board to be applicable to the demised premises where the same or any of them shall not be separately imposed charged assessed or payable and to indemnify the Board against all costs losses and expenses and any other liability whatsoever by reason of the quantity or quality or cessation of the supply of all water gas and electricity consumed on the demised premises in so far as these services are supplied by the Board PROVIDED ALWAYS that any payment made in lieu of rates under the General Rate Act 1967 or any legislation amending or replacing the same in respect of the demised premises shall be treated as a payment of rates

- (3) To pay a share (according to user) of the cost of repairing cleansing and renewing all ways roadways (including but without prejudice to the generality of the foregoing the roadway shown coloured brown on the said plan) walls drains and other works or facilities used by the Lessees in common with the Board or the owners or occupiers of any other premises such share to be assessed by the Board who shall be the sole arbiter as to the standard of maintenance and the apportionment of maintenance costs
- (4) Prior to making any application for planning permission in respect of the demised premises to inform the Board of their intention to do so and upon obtaining such planning permission immediately to produce to the Board for noting the document granting the same and forthwith upon the receipt of any Notice or Order or any Proposal for the same from a Planning Authority to give full particulars thereof to the Board and if required to produce such Notice Order or Proposal to the Board And at their own cost at the request of the Board to make or join with the Board in making any objection or representation against or in respect of any such Notice Order or Proposal as the Board shall deem expedient.
- (5) To obtain all necessary consents and approvals and to commence and within Twelve months of the date hereof to complete on the demised premises the following works namely to carry out the development of the demised premises as approved by Sandwell Metropolitan Borough Council Planning Committee on the Tenth day of December

One thousand nine hundred and eighty-seven under Application No. DC/22437 and as set out in plan No. 1512.05 produced by the Gould Singleton Partnership the whole of such works to be in accordance with plans drawings and specifications to be previously submitted to and approved by the Chief Estate Surveyor of the Midland Region of the Board's undertaking (hereinafter called the "Board's Surveyor") and to be executed under his superintendence (if so required) and to his satisfaction in all respects and to the satisfaction of any Local or Public Authority having jurisdiction in the matter

- (6) Except as hereinbefore provided not to make any alterations or additions to the demised premises without the previous consent in writing and approval of plans by the Board
- (7) That no part of the demised premises shall be used otherwise than as and for the manufacture of light fabrications and the business of a builders merchant and garden centre and (subject to the Board's consent such consent not to be unreasonably withheld or delayed) any other use for which planning consents may be obtained
- (8) At their own expense to comply with any requirements which may be properly made under any Act of Parliament or the Bye-Laws and Regulations of the Local or other Authority in relation to the demised premises or any works or alterations thereon
- (9) To keep the demised premises in good and substantial repair and condition to the satisfaction of the Board

- (10) To paint in every third year of the said term and also in the last year thereof in a good and workmanlike manner with two coats of good quality paint all such parts of the outside of the demised premises as have been or are usually painted and with every such outside painting to make good all stucco work (if any) and in every fifth year of the said term and also in the last year thereof in like manner to wash stop paint (with two coats as aforesaid) whitewash whiten paper and colour all the inside woodwork ironwork walls and ceilings of the demised premises and regrain and varnish all parts of the demised premises previously or usually grained and varnished
- (11) At the expiration or sooner determination of the said term quietly and peaceably to deliver up the demised premises leaving the same in good and substantial repair and condition to the satisfaction of the Board having first (if required by the Board so to do) removed any buildings or works in respect of which permission under the Town and Country Planning Act 1971 or any legislation amending or replacing the same may have been granted for a limited period only and having made good to the satisfaction of the Board all damage occasioned to the demised premises by or in such removal
- (12) To permit the Board or their agents at all reasonable times to enter on the demised premises for the purpose of viewing and seeing the condition thereof and forthwith (so far as the Lessees are liable) to execute all repairs and works required to be done by written notice given by the Board PROVIDED that if such notice be not complied

in with within one month it shall be lawful for the Board to
the carry out the work referred to in such notice and the
expense of carrying out such work shall be repaid by the
Lessees to the Board on demand

(13) (a) To give immediate notice to the Board of any
defects or need of repair or renewal in the demised
premises which may result in the Board becoming
liable to third parties by reason of the provisions
of the Defective Premises Act 1972 and indemnify
the Board against all liability and costs arising
in respect of any notice claim or demand And to
insure against such liability to the satisfaction
of the Board and to make available for inspection
the policy and receipts for the current premium on
being requested so to do

(b) To execute all works on or in respect of the
demised premises now or from time to time
throughout the term lawfully required to be
executed by any local or public authority whether
the said works shall be required to be executed by
the Board or the Lessees and at all times hereafter
during the said term to indemnify and keep
indemnified the Board against all proceedings costs
expenses claims and liability whatsoever in respect
thereof

(c) If at any time the Lessees are entitled to the
benefit of any insurances as aforesaid on the
demised premises in respect of any of the risks
above referred to to apply all monies received by

virtue of such insurance in making good the said claim demand liability loss or damage in respect of which the same shall have been received and to repay to the Board all sums expended or incurred by them in connection with the insured risks above mentioned

(14) (1) Forthwith to insure and thereafter to keep insured at their own expense the demised premises from loss or damage by fire explosion tempest and aircraft (other than hostile aircraft) and impact by vehicles with insurers approved by the Board in the joint names of the Board and the Lessees up to the full reinstatement cost of the demised premises (including cover for payment of two years rent all Surveyors Architects legal and other professional fees incurred in the rebuilding and or reinstatement of the demised premises and the cost of debris removal) and to produce to and (if so required) deposit with the Board the Policy of such Insurance and whenever required to produce to the Board or their Agents the receipts for the current year's premium thereon PROVIDED ALWAYS that if the Lessees shall at any time fail to insure the demised premises or pay the premium on the Policy in accordance with this covenant the Board shall be at liberty to insure the demised premises as aforesaid and thenceforth to pay the premium payable from time to time on the Policy and the amount thereof shall be repaid by the Lessees to the Board on demand

(2) If the demised premises shall be destroyed or damaged through any of the above mentioned causes then upon being required by the Board so to do forthwith to the satisfaction of the Board to rebuild or reinstate the demised premises and the amount received from the insurers shall be applied to that purpose and if such amount shall be insufficient for the purpose to make good any deficiency out of their own money

(3) To observe and perform the conditions of the Policy of Insurance and not without the previous consent in writing of the Board and the sanction of the insurers (such sanction to be produced to the Board) to do or suffer on the demised premises anything which would be likely to increase the risk of fire or explosion and to comply at the Lessees own expense with any stipulations made from time to time by the Board or other authority to lessen the risk of fire

(15) That no sign placard or advertisement whatsoever shall be fixed or placed on the demised premises other than a Notice in a form to be approved by the Board of the Lessees' name and such description of their business as shall be so approved

(16) (a) Not to assign sublet or part with the possession of the demised premises or any part thereof until the execution of the Works referred to in sub clause (5) of this Clause shall have been completed to the satisfaction of the Board

- (b) Not at any time during the said term to assign or charge any part less than the whole of the demised premises subject to the proviso in sub clause (c) of this Clause
- (c) Not at any time during the said term to grant any underlease of or otherwise underlet the demised premises or any part thereof PROVIDED ALWAYS that (subject to the provisions of sub-clause (d) of this Clause) the Lessees may assign or underlet the demised premises in whole or in part to a Company that is a member of the same Group as the Lessees within the meaning of Section 42 of the Landlord and Tenant Act 1954 for so long as both Companies remain members of the same Group and otherwise than in a manner that transfers or creates a legal estate
- (d) Not at any time during the said term to assign or charge the whole or part of the demised premises or underlet the whole or part of the demised premises without the previous written approval of the Board (such approval not to be unreasonably withheld) PROVIDED ALWAYS that every licence for such assignment or underletting shall contain a covenant by the assignee or underlessee as may be directly with the Board to observe and perform the covenants and conditions on the part of the Lessees herein contained
- (e) Within one month after the date of the happening of any event for which approval is given as aforesaid or of any devolution of the leasehold title to give

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to the Board notice thereof and a certified copy of such Deed of Assignment underlease or instrument which shall have effected or which shall evidence such devolution of title as aforesaid for retention by the Board and to pay a registration fee as currently charged by the Board as at the date of such registration

(17) That no public sale or sale by auction shall be held upon the demised premises

(18) (a) Not to give to any third party any acknowledgment that the Lessees enjoy the access of light or air to any of the windows or openings in the demised premises by the consent of such third party or to pay any sum of money to or enter into any agreement with such third party for the purpose of inducing or binding him to abstain from obstructing the access of light or air to any such windows or openings And in the event of any such third party doing or threatening to do anything which obstructs or would obstruct such access of light or air to notify the same forthwith in writing to the Board

(b) To take all necessary steps to prevent and not to suffer any encroachment upon the demised premises or the acquisition of any right to light or air passage drainage or other easement over upon or under the demised premises and forthwith to give notice in writing to the Board of any threatened encroachment or attempt to acquire any such easement

(c) To permit the Board to enter upon the demised premises for the purpose of taking such of the necessary steps as are referred to in paragraph (b) of this sub-clause and to permit the Board to bring all such actions as they may think fit in the name of the Lessees in respect of the obstruction of the access of light or air to any of the windows or openings in the demised premises or in respect of any such encroachment or easement as aforesaid

PROVIDED ALWAYS that the Board shall indemnify the Lessees from and against all costs losses or damage which they may suffer by reason of any act or action which the Board may do or bring under this paragraph

(19) That no earth clay or other substance shall be excavated upon the demised premises (except as shall be necessary to carry out the works mentioned in and Clause (5) hereof

PROVIDED ALWAYS that no deep continuous or unsupported excavations shall be carried out on the demised premises)

and that no act shall be done upon the demised premises which may endanger the safety or stability of the Board's

railway or property or of any neighbouring property and

that no inflammable dangerous or explosive substance

liquid or gas shall be stored or placed upon the demised

premises PROVIDED ALWAYS that (subject to the

provisions of clause 2(14)(3) hereof materials normally

sold in connection with the business hereby authorised may

be stored in such quantities and under such conditions as

the Board's Surveyor may stipulate And that nothing

shall remain or be done upon the demised premises which

may be or become or grow to be a public or private
 nuisance or a danger annoyance or disturbance to the Board
 or their tenants passengers or traders or to neighbouring
 property or persons

(20) To direct all drainage away from the Board's land
 adjoining the demised premises

(21) Not to make any claim or demand whatsoever against the
 Board their servants or agents in respect of any damage
 loss injury or any inconvenience which may be suffered by
 the Lessees in consequence of the exercise by the Board on
 their adjoining or neighbouring land of their statutory
 powers without negligence

(22) To permit the Board during the last six months prior to
 the expiration or sooner determination of the said term if
 they so desire to fix in a conspicuous position on the
 demised premises a notice board for the re letting or sale
 of the same and not to take down or obscure the said
 notice board and to permit all persons authorised by order
 in writing of the Board or their Agents to view the
 demised premises at reasonable hours in the daytime

(23) To pay to the Board all costs charges and expenses
 (including legal costs and surveyors' fees) which may be
 incurred by the Board incidental to the preparation and
 service of a notice under s.146 of the Law of Property
 Act 1925 notwithstanding that forfeiture may be avoided
 otherwise than by relief granted by the Court

(24) To pay to the Board on demand all expenses including
 Solicitor's costs and Surveyors fees incurred by the Board
 of and incidental to the preparation and service of all

notices and schedules relating to wants of repair to the demised premises and agreeing such schedules with the Lessees and the supervision by the Board (if they so require) of the making good of the said wants of repair

(25) On or before the exchange of this Lease to pay to the Board's Solicitor his costs (in connection with the preparation and completion of this Lease and Counterpart) hereby agreed at Two hundred and fifty pounds (£250) and in addition thereto to pay the stamp duty on the Counterpart hereof

3. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows :-

(1) That if the said yearly rent (or any part thereof) shall be in arrear for Twenty-one days next after any of the said days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be a breach of any of the covenants on the part of the Lessees or conditions herein contained or if the Lessees being a Company shall enter into liquidation whether compulsory or voluntary (except for the purposes of amalgamation or reconstruction with a substantial paid up capital) or if the Lessees their assign or assigns or any of them not being a Company shall become bankrupt or enter into any arrangement or composition with his or their creditors whether under any Bankruptcy Act or otherwise or if the Lessees shall permit or suffer their goods or property on the demised premises or any part thereof to be taken in execution then it shall be lawful for the Board at any time thereafter into or upon the demised premises or any part thereof in the name

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of the whole to re-enter and the same to have possess and enjoy as of the Board's former estate but without prejudice to any rights or remedies of the Board then subsisting

(2) Where at the date on which the Lessees are to quit the demised premises they have been occupied for a period less than five years immediately preceding that date for the purposes of the business carried on by the Lessees or other the occupier the right to compensation conferred by Sections 37 and 59 of the Landlord and Tenant Act 1954 or any legislation amending or replacing the same shall be wholly excluded

4. AND the Board HEREBY COVENANT with the Lessees that the Lessees paying the rent hereby reserved as and when the same ought to be paid and observing and performing all the covenants and conditions herein contained and on the part of the Lessees to be performed and observed shall peaceably hold and enjoy the demised premises without any disturbance or interruption by the Board or any person or persons rightfully claiming through under or in trust for them PROVIDED ALWAYS that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of and subject to their statutory and common law obligations shall be deemed not to be a breach of this covenant and not to be in derogation from the Board's grant

5. ANY notice in writing that under the terms of these presents is to be given to the Board shall be deemed effectively served if and only if addressed to the Board and served by recorded delivery or registered post upon the Board's Surveyor at

present located at Stanier House 10 Holliday Street
Birmingham B1 1TG or upon such other Surveyor at such address
as the Board may from time to time appoint instead for that
purpose And any notice in writing that is to be given by the
Board to the Lessees shall be deemed effectively served if sent
through the post by the recorded delivery service or in a
registered letter addressed to the Secretary of the Lessees at
their registered office or in the case of the Lessees not being
a Company to his or their last known place of business or abode
in the United Kingdom

IN WITNESS whereof the Board and the Lessees have caused
their respective Common Seals to be hereunto affixed the day
and year first above written

THE COMMON SEAL of GOLDEN KEY)
PROPERTIES LIMITED was hereunto)
affixed in the presence of :-)

Director



Secretary



LAND CHARGES ACT, 1972.
CERTIFICATE OF THE RESULT OF SEARCH

(5)

CERTIFICATE No.
V6609085

CERTIFICATE DATE
26 MAR 1993

PROTECTION ENDS ON
20 APR 1993

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the register which are kept pursuant to the Land Charges Act, 1972. The result of the search is that there are **NO SUBSISTING ENTRIES.**

PARTICULARS SEARCHED					
COUNTY OR COUNTIES	WEST MIDLANDS.				
	NAME(S)		PERIOD		Fees £
	MIDLAND RAILWAY COMPANY		1925-1948		1.00
	WOLVERHAMPTON RAILWAY COMPANY		1925-1948		1.00
	OXFORD RAILWAY COMPANY		1925-1948		1.00
	BIRMINGHAM WOLVERHAMPTON & DUDLEY RAILWAY COMPANY		1925-1948		1.00
	GREAT WESTERN RAILWAY COMPANY		1925-1948		1.00
	BRITISH TRANSPORT COMMISSION		1948-1963		1.00

APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	AMOUNT DEBITED	£ 6.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY			Any enquiries concerning this certificate to be addressed to:- The Superintendent, Land Charges Department, Burrington Way, Plymouth PL5 3LP.		
			IMPORTANT PLEASE READ THE NOTES OVERLEAF.		

LAND CHARGES ACT, 1972.

CERTIFICATE OF THE RESULT OF THE SEARCH

CERTIFICATE No.
V6208085

PAGE 0001

CERTIFICATE DATE
25 MAR 1993PROTECTION ENDS ON
19 APR 1993

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act, 1972. The result of the search is shown below.

PARTICULARS SEARCHED				Fees £
COUNTY OR COUNTIES	WEST MIDLANDS.			
NAME(S)	Particulars of Charge	PERIOD		
	<p>BRITISH RAILWAYS BOARD</p> <p>(1) D(III) NO. 104803 DATED 10 JUN 1977 (2) LAND FORMING PART OF RAILWAY PROPERTY FRONTING FOSTER STREET (3) STOURBRIDGE (4) WEST MIDLANDS</p> <p>(1) C(IV) NO. 184799 DATED 3 OCT 1977 (2) FACTORY PREMISES AT FORDHOUSE ROAD (2 ACRES) BUSHBURY (3) WOLVERHAMPTON (4) WEST MIDLANDS</p> <p>(1) D(III) NO. 49712 DATED 10 MAR 1978 (2) LAND AT THE REAR OF NEW INN PARK STREET (3) WALSALL (4) WEST MIDLANDS</p> <p>(1) C(IV) NO. 49713 DATED 10 MAR 1978 (2) LAND AT THE REAR OF NEW INN PARK STREET (3) WALSALL (4) WEST MIDLANDS</p> <p>(1) D(II) NO. 271519 DATED 31 DEC 1979 (2) LAND BETWEEN BRADLEYS LANE AND FOUNTAIN LANE (3) PRINCES END (4) WEST MIDLANDS</p> <p>BRITISH RAILWAY BOARD</p> <p>(1) D(III) NO. 117501 DATED 29 APR 1980 (2) RAILWAY LINE - DIDCOT-CHESTER LINE AT BILSTON (3) BILSTON (4) WEST MIDLANDS</p> <p>CONTINUED ON PAGE 0002</p>	1963-1993	1.00	
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEEES CARRIED FORWARD £ 1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY			<p>Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.</p> <p>IMPORTANT PLEASE READ THE NOTES OVERLEAF.</p>	

LAND CHARGES ACT, 1972.

CERTIFICATE OF THE RESULT OF THE SEARCH

CERTIFICATE No.
V6208085

PAGE 0002

CERTIFICATE DATE
25 MAR 1993PROTECTION ENDS ON
19 APR 1993

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act, 1972. The result of the search is shown below.

PARTICULARS SEARCHED				15	
COUNTY OR COUNTIES	WEST MIDLANDS.				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0001		FEEES BROUGHT FORWARD	1.00		
BRITISH RAILWAYS BOARD					
(1)	C(IV) NO. 266613 DATED 13 OCT 1980				
(2)	LEASEHOLD LAND IN THE VICINITY OF LOXDALE STREET BILSTON COMPRISING 6300 SQUARE YARDS (5268 SQUARE METRES) OR THEREABOUTS TOGETHER WITH THE BUILDINGS SITUATE THEREON OR ON SOME PART THEREOF				
(3)	WOLVERHAMPTON				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 42386 DATED 26 FEB 1981				
(2)	DEVELOPMENT WINDSOR INDUSTRIAL ESTATE RUPERT STREET				
(3)	ASTON				
(4)	WEST MIDLANDS				
(1)	D(II) NO. 133230 DATED 3 JUL 1981				
(2)	WINDSOR INDUSTRIAL ESTATE ASTON				
(3)	BIRMINGHAM				
(4)	WEST MIDLANDS				
(1)	C(IV) NO. 155206 DATED 4 AUG 1981				
(2)	LAND FRONTING TO HILL HOOK ROAD				
(3)	SUTTON COLDFIELD				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 168783 DATED 21 AUG 1981				
(2)	NEAR ALL SAINTS STREET HOCKLEY				
(3)	BIRMINGHAM				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 170055 DATED 24 AUG 1981				
(2)	LAND NORTH-WEST OF BUTLERS LANE RAILWAY STATION FOUR VALES				
CONTINUED ON PAGE 0003					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEEES CARRIED FORWARD £	1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
IMPORTANT PLEASE READ THE NOTES OVERLEAF.					

LAND CHARGES ACT, 1972.

CERTIFICATE OF THE RESULT OF THE SEARCH

CERTIFICATE No.
V6208085

PAGE 0003

CERTIFICATE DATE
25 MAR 1993PROTECTION ENDS ON
19 APR 1993

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act, 1972. The result of the search is shown below.

PARTICULARS SEARCHED				16	
COUNTY OR COUNTIES	WEST MIDLANDS.				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0002		FEE'S BROUGHT FORWARD	1.00		
(3)	SUTTON COLDFIELD				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 33149 DATED 22 FEB 1982				
(2)	RUGBY TO BIRMINGHAM RAILWAY LINE				
(3)	BERKSWELL				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 41659 DATED 5 MAR 1982				
(2)	LAND AT BIRMINGHAM INTERNATIONAL STATION BICKENHILL				
(3)	BIRMINGHAM				
(4)	WEST MIDLANDS				
(1)	C(IV) NO. 174252 DATED 21 SEP 1982				
(2)	SHOP UNIT 11 POSTAL ADDRESS NO 5 BRADFORD MALL THE SADDLERS CENTRE PARK STREET				
(3)	WALSALL				
(4)	WEST MIDLANDS				
(1)	D(III) NO. 209620 DATED 11 NOV 1982				
(2)	BRIDGE 27 ON THE WALSALL TO WATER ORTON RAILWAY LINE AT SUTTON COLDFIELD				
(3)	SUTTON COLDFIELD				
(4)	WEST MIDLANDS				
(1)	C(IV) NO. 5116 DATED 11 JAN 1983				
(2)	LAND AT STAFFORD ROAD GAS WORKS AND BUSHBURY RAILWAY VIADUCT (COLOURED BROWN ON THE PLAN ATTACHED TO THE DEED OF 03JUN1982)				
(3)	WOLVERHAMPTON				
(4)	WEST MIDLANDS				
(1)	D(II) NO. 33045 DATED 16 FEB 1983				
(2)	PROPERTY ADJOINING AVENUE ROAD ASTON				
CONTINUED ON PAGE 0004					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEE'S CARRIED FORWARD £	1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
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LAND CHARGES ACT, 1972.

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PAGE 0004

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19 APR 1993

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PARTICULARS SEARCHED				17	
COUNTY OR COUNTIES	WEST MIDLANDS.				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0003		FEE'S BROUGHT FORWARD	1.00		
	BIRMINGHAM				
	(3) BIRMINGHAM				
	(4) WEST MIDLANDS				
	(1) C (IV) NO. 56739 DATED 18 MAR 1983				
	(2) FORECOURTS OF 157/169 WARWICK ROAD OLTON SOLIHULL AND ROADWAYS BY OLTON STATION				
	(3) SOLIHULL				
	(4) WEST MIDLANDS				
	(1) C (IV) NO. 279370 DATED 13 DEC 1984				
	(2) LAND SITUATE AT NORTHCOTT RD OFF LOXDALE ST BILSTON COMPRISING 6300 SQ YDS (5268 SQUARE METRES) APPROX TOGETHER WITH BUILDINGS THEREON OR ON SOME PART THEREOF AS MORE PARTICULARLY IDENTIFIED AND DESC IN THE AFOREMENTIONED HEAD LEASE				
	(3) WOLVERHAMPTON				
	(4) WEST MIDLANDS				
	THE BRITISH RAILWAYS BOARD				
	(1) C (IV) NO. 76607 DATED 11 APR 1985				
	(2) GROUND FLOOR PREMISES ROLL HOUSE COLMORE ROW				
	(3) BIRMINGHAM				
	(4) WEST MIDLANDS				
	BRITISH RAILWAYS BOARD				
	(1) C (IV) NO. 86096 DATED 24 APR 1985				
	(2) BRIDGE NO 64 CARRYING OLD MEETING ROAD OVER THE STOUR VALLEY RAILWAY LINE				
	(3) COSELEY DUDLEY				
	CONTINUED ON PAGE 0005				
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEE'S CARRIED FORWARD £	1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
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LAND CHARGES ACT, 1972.

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PARTICULARS SEARCHED				18	
COUNTY OR COUNTIES	WEST MIDLANDS.				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
	CONTINUED FROM PAGE 0004	FEE'S BROUGHT FORWARD	1.00		
	(4) WEST MIDLANDS				
	BRITISH RAILWAYS BOARD				
	(1) D(II) NO. 136396 DATED 3 JUL 1985				
	(2) LAND AT CORNER OF MONTAGUE STREET/LAWLEY STREET				
	(3) BIRMINGHAM				
	(4) WEST MIDLANDS				
	(1) D(II) NO. 244191 DATED 12 DEC 1986				
	(2) OLDBURY GOODS YARD				
	(3) SANDWELL				
	(4) WEST MIDLANDS				
	(1) C(IV) NO. 169486 DATED 29 AUG 1989				
	(2) LAND TO THE EAST OF VINCENT STREET				
	(3) BIRMINGHAM				
	(4) WEST MIDLANDS				
	(1) D(III) NO. 102362 DATED 16 AUG 1991				
	(2) LAND AT BAGNALL STREET GREAT BRIDGE SANDWELL				
	(3) WEST BROMWICH				
	(4) WEST MIDLANDS				
	(1) C(IV) NO. 45365 DATED 19 MAY 1992				
	(2) LAND AT THE FORMER MOOR ST STATION LAYING BETWEEN MOOR ST AND ALLISON ST IN THE CITY OF BIRMINGHAM CONTAINING 4 ACRES 2 280 SQUARE YARDS OR THEREABOUTS				
	(3) BIRMINGHAM				
	(4) WEST MIDLANDS				
	(1) D(III) NO. 77318 DATED 7 SEP 1992				
	CONTINUED ON PAGE 0006				
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEE'S CARRIED FORWARD £	1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
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LAND CHARGES ACT, 1972.

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PAGE 0006

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PARTICULARS SEARCHED				Fees £
COUNTY OR COUNTIES	WEST MIDLANDS.		PERIOD	
NAME(S)	Particulars of Charge			
CONTINUED FROM PAGE 0005			FEE'S BROUGHT FORWARD	1.00
(2) LAND AT FELLOWS PARK NEAR THE JUNCTION OF BROADWAY WEST WALLAWS LANE AND BESCOT ROAD				
(3) WALSALL				
(4) WEST MIDLANDS				
(1) P.A. NO. 3764 DATED 11 MAR 1988				
(2) LAND AT FARADAY ROAD OFF DERBY ROAD LENTON				
(3) NOTTINGHAM				
(4) NOTTINGHAMSHIRE				
(1) P.A. NO. 5659 DATED 20 APR 1988				
(2) 50 AND 51 AT 171 COWICK ST ST THOMAS				
(3) EXETER				
(4) DEVON				
(1) P.A. NO. 5988 DATED 26 APR 1988				
(2) PART OF BRITISH RAILWAY'S BOARD YARD AT RICHMOND ROAD				
(3) EXETER				
(4) DEVON				
THE BRITISH RAILWAYS BOARD				
(1) P.A. NO. 6545 DATED 9 MAY 1988				
(2) SITE 1-4 ALASKA STREET WATERLOO				
(3) LONDON BOROUGH OF LAMBETH				
(4) GREATER LONDON				
BRITISH RAILWAYS BOARD				
(1) P.A. NO. 8420 DATED 14 JUN 1988				
(2) FORMER COAL DEPOT COMPRISING 7 ACRES 2,424 SQ YARDS APPROX AS COMPRISED IN A LEASE DATED				
CONTINUED ON PAGE 0007				
APPLICANT'S REFERENCE	81747-142	APPLICANT'S KEY NUMBER	1123551	FEE'S CARRIED FORWARD £ 1.00
NABARRO NATHANSON DX 77 LONDON/CHANCE RY			Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.	
			IMPORTANT PLEASE READ THE NOTES OVERLEAF.	

19

LAND CHARGES ACT, 1972.

CERTIFICATE OF THE RESULT OF THE SEARCH

CERTIFICATE No.
V6208085

PAGE 0007

CERTIFICATE DATE
25 MAR 1993PROTECTION ENDS ON
19 APR 1993

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COUNTY OR COUNTIES		PARTICULARS SEARCHED		20	
WEST MIDLANDS.					
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0006		FEES BROUGHT FORWARD		1.00	
	03MAY1984				
(3)	WATFORD				
(4)	HERTFORDSHIRE				
(1)	P.A. NO. 8807 DATED 21 JUN 1988				
(2)	SHED NO 2 LONDON (STRATFORD) INTERNATIONAL FREIGHT TERMINAL TEMPLE MILL LANE STRATFORD				
(3)	LONDON BOROUGH OF NEWHAM				
(4)	GREATER LONDON				
(1)	P.A. NO. 17009 DATED 29 NOV 1988				
(2)	ARCH NUMBER 3 EUSTON ROAD				
(3)	LONDON NW1				
(4)	GREATER LONDON				
(1)	P.A. NO. 17917 DATED 16 DEC 1988				
(2)	ARCHES 19 AND 21 WINSTANLEY ROAD CLAPHAM JUNCTION				
(3)	LONDON BOROUGH OF WANDSWORTH				
(4)	G LONDON				
(1)	P.A. NO. 623 DATED 16 JAN 1989				
(2)	LAND AND BUILDING IN GOODS YARD USED AS FUEL STORE				
(3)	KIDDERMINSTER				
(4)	WORCESTER				
(1)	P.A. NO. 1106 DATED 25 JAN 1989				
(2)	LAND IN GOODS YARD CASTLE FOREGATE SHREWSBURY				
(3)	SHREWSBURY AND ATCHAM				
(4)	SHROPSHIRE				
(1)	P.A. NO. 2393 DATED 15 FEB 1989				
(2)	LAND AND BUILDINGS ADJACENT TO THE UPSIDE PLATFORM LEWES RAILWAY STATION				
CONTINUED ON PAGE 0008					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEES CARRIED FORWARD £	1.00

NABARRO NATHANSON
DX 77
LONDON/CHANCERY

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Plymouth, PL5 3LP.

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COUNTY OR COUNTIES		PARTICULARS SEARCHED		21	
NAME(S)		PERIOD	Fees £		
WEST MIDLANDS.					
Particulars of Charge					
CONTINUED FROM PAGE 0007			FEEES BROUGHT FORWARD	1.00	
(3) LEWES					
(4) EAST SUSSEX					
(1) P.A. NO. 3521 DATED 6 MAR 1989					
(2) OFFICE PREMISES AND LAND STATION APPROACH BAT AND BALL					
(3) SEVENOAKS					
(4) KENT					
(1) P.A. NO. 4792 DATED 3 APR 1989					
(2) LAND COVERED BY AND WITHIN ARCHES 11 AND 12 MILES STREET, VAUXHALL					
(3) LONDON SW8					
(4) G LONDON					
(1) P.A. NO. 5422 DATED 14 APR 1989					
(2) LAND AND BUILDINGS IN MAIDSTONE BARRACKS GOODS YARD					
(3) MAIDSTONE					
(4) KENT					
(1) P.A. NO. 5421 DATED 14 APR 1989					
(2) FORMER GOODS SHEDS & ADJOINING LAND					
(3) WATERINGBURY					
(4) KENT					
(1) P.A. NO. 7991 DATED 2 JUN 1989					
(2) ALL THAT PART OF FORMER GOODS YARD AND STATION HOUSE MORRIS COWLEY					
(3) OXFORD					
(4) OXFORDSHIRE					
(1) P.A. NO. 8079 DATED 5 JUN 1989					
(2) LAND AT CALVERT LANE HULL					
(3) KINGSTON-UPON-HULL					
CONTINUED ON PAGE 0009					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEEES CARRIED FORWARD [£]	1.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY			Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.		
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COUNTY OR COUNTIES		PARTICULARS SEARCHED			
WEST MIDLANDS.				22	
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0008		FEES BROUGHT FORWARD		1.00	
(4) HUMBERSIDE					
BRITISH RAILWAY BOARD					
(1) P.A. NO. 8964 DATED 20 JUN 1989					
(2) COAL STACKING GROUND IN TOTTON HAMPSHIRE AS SHOWN EDGED RED ON THE ATTACHED PLAN					
(3) SOUTHAMPTON					
(4) HAMPSHIRE					
BRITISH RAILWAYS BOARD					
(1) P.A. NO. 9026 DATED 21 JUN 1989					
(2) LAND AT NORTH WESTERN AVENUE (COAL DEPOT) COMPRISING 7 ACRES AND 2424 SQUARE YARDS					
(3) WATFORD					
(4) HERTFORDSHIRE					
(1) P.A. NO. 15328 DATED 9 OCT 1989					
(2) LAND COVERED BY & WITHIN ARCHES NOS 288 289 290 291 292 303 303W 304 304W 305 306 & 306W ROLT ST DEPTFORD LONDON					
(3) LONDON BOROUGH OF LEWISHAM SE8					
(4) GREATER LONDON					
THE BRITISH RAILWAYS BOARD					
(1) P.A. NO. 3919 DATED 28 FEB 1990					
(2) LAND WITHIN THE BRITISH RAILWAY BOARD'S GOODS DEPOT POSTAL ADDRESS BR GOODS YARD STATION ROAD					
(3) KETTERING					
CONTINUED ON PAGE 0010					
APPLICANT'S REFERENCE	APPLICANT'S KEY NUMBER	FEES CARRIED FORWARD [£]			
B1747-142	1123551			1.00	
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
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PARTICULARS SEARCHED				23
COUNTY OR COUNTIES	WEST MIDLANDS.			
NAME(S)	Particulars of Charge	PERIOD	Fees £	
CONTINUED FROM PAGE 0009		FEE'S BROUGHT FORWARD	1.00	
(4) NORTHAMPTON				
BRITISH RAILWAYS BOARD				
(1)	P.A. NO. 5293 DATED 19 MAR 1990			
(2)	LAND IN THE GOODS YARD PETERSFIELD			
(3)	EAST HAMPSHIRE			
(4)	HAMPSHIRE			
(1)	P.A. NO. 9036 DATED 15 MAY 1990			
(2)	131 RYE LANE PECKHAM			
(3)	LONDON BOROUGH OF SOUTHWARK			
(4)	GREATER LONDON			
(1)	P.A. NO. 10781 DATED 8 JUN 1990			
(2)	LAND TO THE REAR OF THE FORMER REWLEY ROAD STATION			
(3)	OXFORD			
(4)	OXFORDSHIRE			
(1)	P.A. NO. 15716 DATED 8 AUG 1990			
(2)	THE CARAVAN BICKLEY STATION SOUTHBOROUGH ROAD BICKLEY			
(3)	LONDON BOROUGH OF BROMLEY			
(4)	KENT			
(1)	P.A. NO. 19071 DATED 21 SEP 1990			
(2)	PART ARCH 62 ALBERT EMBANKMENT			
(3)	LAMBETH			
(4)	GREATER LONDON			
(1)	W.O. NO. 20089 DATED 1 NOV 1990			
(2)	4129 SQUARE YARDS OF LAND OR THEREABOUTS WITHIN BRITISH RAILWAYS BOARD'S GOODS YARD			
CONTINUED ON PAGE 0011				
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEE'S CARRIED FORWARD £ 1.00

NABARRO NATHANSON
DX 77
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WEST MIDLANDS.				24	
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0010		FEES BROUGHT FORWARD		1.00	
(3) SOUTHEND EAST (4) ESSEX					
(1) P.A. NO. 25119 DATED 28 NOV 1990 (2) ARCHES NUMBERED 80 81 & 82 ALBERT EMBANKMENT (3) VAUXHALL (4) GREATER LONDON					
(1) P.A. NO. 7779 DATED 18 MAR 1991 (2) LIVERPOOL CLUBMOOR LAND SITUATED ON THE SOUTH EAST OF BROAD LANE (3) LIVERPOOL (4) MERSEYSIDE					
(1) P.A. NO. 8810 DATED 27 MAR 1991 (2) 40A KILBURN HIGH ROAD KILBURN (3) CAMDEN (4) GREATER LONDON					
THE BRITISH RAILWAYS BOARD					
(1) P.A. NO. 11625 DATED 26 APR 1991 (2) STATION YARD (3) CHALLOW (4) OXFORDSHIRE					
(1) P.A. NO. 18154 DATED 27 JUN 1991 (2) LAND AT THE REAR OF ARCH NUMBER 12 WHITE HART STREET COMPRISING 17 SQUARE METRES OR THEREABOUTS (3) MANSFIELD (4) NOTTINGHAMSHIRE					
(1) P.A. NO. 18155 DATED 27 JUN 1991					
CONTINUED ON PAGE 0012					
APPLICANT'S REFERENCE	APPLICANT'S KEY NUMBER	FEES CARRIED FORWARD £			
B1747-142	1123551			1.00	
NABARRO NATHANSON DX 77 LONDON/CHANCERY		Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.			
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PARTICULARS SEARCHED				25	
COUNTY OR COUNTIES	WEST MIDLANDS.				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0011		FEEES BROUGHT FORWARD	1.00		
(2)	LAND AT THE REAR OF ARCH NUMBER 12 WHITE HART STREET COMPRISING 17 SQUARE METRES OR THEREABOUTS				
(3)	MANSFIELD				
(4)	NOTTINGHAMSHIRE				
BRITISH RAILWAYS BOARD					
(1)	P.A. NO. 20300 DATED 17 JUL 1991				
(2)	10 GREEN'S END WOOLWICH				
(3)	LONDON BOROUGH OF GREENWICH				
(4)	GREATER LONDON				
(1)	P.A. NO. 23897 DATED 16 AUG 1991				
(2)	ALL THAT PIECE OR PARCEL OF LAND IN RIVINGTON STREET EC2 IN THE LONDON BOROUGH OF HACKNEY				
(3)	LONDON BOROUGH OF HACKNEY				
(4)	GREATER LONDON				
(1)	P.A. NO. 32828 DATED 31 OCT 1991				
(2)	LAND AND COAL CELLS AND BIN AT CLARENCE ROAD COAL DEPOT STOCKTON TEESIDE				
(3)	STOCKTON				
(4)	CLEVELAND				
(1)	P.A. NO. 35152 DATED 19 NOV 1991				
(2)	ALL THAT PIECE OF LAND WITH THE WAREHOUSE AND OTHER ERECTIONS SITUATE AT GLENBUCK ROAD				
(3)	SURBITON				
(4)	SURREY				
(1)	P.A. NO. 4294 DATED 3 FEB 1992				
(2)	LAND AND BUILDINGS IN GOODS DEPOT OFF STOKE ROAD ORDNANCE MAP REFERENCE S09669SEL				
CONTINUED ON PAGE 0013					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	FEEES CARRIED FORWARD £	1.00

NABARRO NATHANSON
DX 77
LONDON/CHANCERY

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COUNTY OR COUNTIES		PARTICULARS SEARCHED			
WEST MIDLANDS.				26	
NAME(S)	Particulars of Charge	PERIOD	Fees £		
CONTINUED FROM PAGE 0012		FEES BROUGHT FORWARD		1.00	
(3) BROMSGROVE (4) HEREFORD AND WORCESTER					
(1) P.A. NO. 5338 DATED 10 FEB 1992 (2) LAND COVERED BY AND WITHIN ARCH 48 PRINCE OF WALES ROAD NW1 (3) LONDON BOROUGH OF CAMDEN (4) LONDON					
(1) P.A. NO. 8020 DATED 27 FEB 1992 (2) 121 BOW ROAD BOW LONDON E3 (3) TOWER HAMLETS (4) GREATER LONDON					
(1) P.A. NO. 9908 DATED 11 MAR 1992 (2) ARCH NO 515 PLOUGH YARD BROAD STREET EC2 (3) LONDON BOROUGH OF HACKNEY (4) GREATER LONDON					
THE BRITISH RAILWAYS BOARD					
(1) P.A. NO. 11424 DATED 20 MAR 1992 (2) APPROXIMATELY ONE ACRE 3 200 SQUARE YARDS OF LAND AT THE BRITISH RAILWAYS BOARD FORMER STAPLETON ROAD GOODS YARD (3) BRISTOL (4) AVON					
BRITISH RAILWAYS BOARD					
(1) P.A. NO. 40160 DATED 13 OCT 1992 (2) FRONT AND BUILDING 6 28 AERODROME ROAD (3) BARNET					
CONTINUED ON PAGE 0014					
APPLICANT'S REFERENCE	APPLICANT'S KEY NUMBER	FEES CARRIED FORWARD £			
B1747-142	1123551			1.00	
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COUNTY OR COUNTIES		PARTICULARS SEARCHED		PERIOD	Fees £
WEST MIDLANDS.					
NAME(S) Particulars of Charge					
CONTINUED FROM PAGE 0013		FEES BROUGHT FORWARD			1.00
(4) LONDON					
(1) P.A. NO. 40161 DATED 13 OCT 1992					
(2) BUILDINGS 11 12 13 & 14 BEING PART OF PREMISES HAVING A FRONTAGE TO AERODROME ROAD HENDON					
(3) BARNET					
(4) LONDON					
(1) P.A. NO. 40162 DATED 13 OCT 1992					
(2) LAND AT 28 AERODROME ROAD					
(3) BARNET					
(4) LONDON					
(1) P.A. NO. 44910 DATED 13 NOV 1992					
(2) KIOSK ON PLATFORM 3 DOVER WESTERN DOCK					
(3) DOVER					
(4) KENT					
SOUTH STAFFORDSHIRE RAILWAY COMPANY		1925-1931			1.00
NO SUBSISTING ENTRY					
MIDLAND AND SCOTTISH RAILWAY COMPANY		1925-1931			1.00
NO SUBSISTING ENTRY					
- - - - - END OF SEARCH - - - - -					
APPLICANT'S REFERENCE	B1747-142	APPLICANT'S KEY NUMBER	1123551	AMOUNT DEBITED	£ 3.00
NABARRO NATHANSON DX 77 LONDON/CHANCERY				Any enquiries concerning this certificate to be addressed to: The Superintendent, Land Charges Department, Burrington Way, Plymouth, PL5 3LP.	
				IMPORTANT PLEASE READ THE NOTES OVERLEAF.	

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DATED 30th March 1993

G.C. HEWITSON ESQ.

STATUTORY DECLARATION

- as to -

land off Leabrook Road and
Bannister Road Wednesbury
in the West Midlands

WE CERTIFY the within to be a
true copy of the original.
Nabeemo Nathanson
Dated 21/5 19 93
File B1747/142 60 Stratton Street
Ref: 2x/SCM London
W1X 6FL

SIMON OSBORNE
British Railways Board
Macmillan House
PO Box 1016
Paddington Station
London W2 1YG
Solicitor to the Board

I GEOFFREY CLIVE HEWITSON the Area Surveyor (West Midlands) in the office of the Business Property Manager (Midland Region) of the British Rail Property Board located at Stanier House 10 Holliday Street Birmingham B1 1TG DO SOLEMNLY AND SINCERELY DECLARE as follows :-

1. I AM a Chartered Surveyor and have for the last 17 years served in the office of the Surveyor responsible for the administration of the land mentioned below on behalf of the British Railways Board ("the Board")
2. THE piece of land situate off Leabrook Road and Bannister Road Wednesbury in the West Midlands shown and coloured blue on the plan now produced to me and marked "A" is part of the property dealt with in the office of the Surveyor and I have examined the records in the office relating to it
3. THE land prior to the construction of the railway from Birmingham to Priestfields in or about the year 1854 formed part of the watercourse known as Leabrook which was diverted pursuant to powers granted to the Birmingham Wolverhampton and Dudley Railway Company in that behalf by the Birmingham Wolverhampton and Dudley Railway Act 1846 and such land was in pursuance of the provisions of that Act thereafter taken and used for the purpose of the said railway
4. FOR the period of 30 years immediately prior to the date of this declaration the Board or their predecessors in title have been in possession or in receipt of the rents and profits of the land without adverse claim and the Board are entitled for their own benefit to the fee simple of the land
5. I AM not aware of any contract or agreement for sale or any mortgage lien lease agreement for lease restrictive covenant or other incumbrances except as contained in or referred to in the Agreement for Sale (particulars of which are set out in the

Schedule to this declaration) and to the best of my knowledge information and belief there is no-one in possession or occupation of the land or any part of it adversely to the estate or interest of the Board

- 6. I AM not aware of any question or doubt affecting the Board's ownership of the land or any matter or thing by which such ownership might be impeached affected or called in question
- 7. AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

THE SCHEDULE

1993

AGREEMENT FOR SALE made between the Board (1) and Black Country Development Corporation (2)

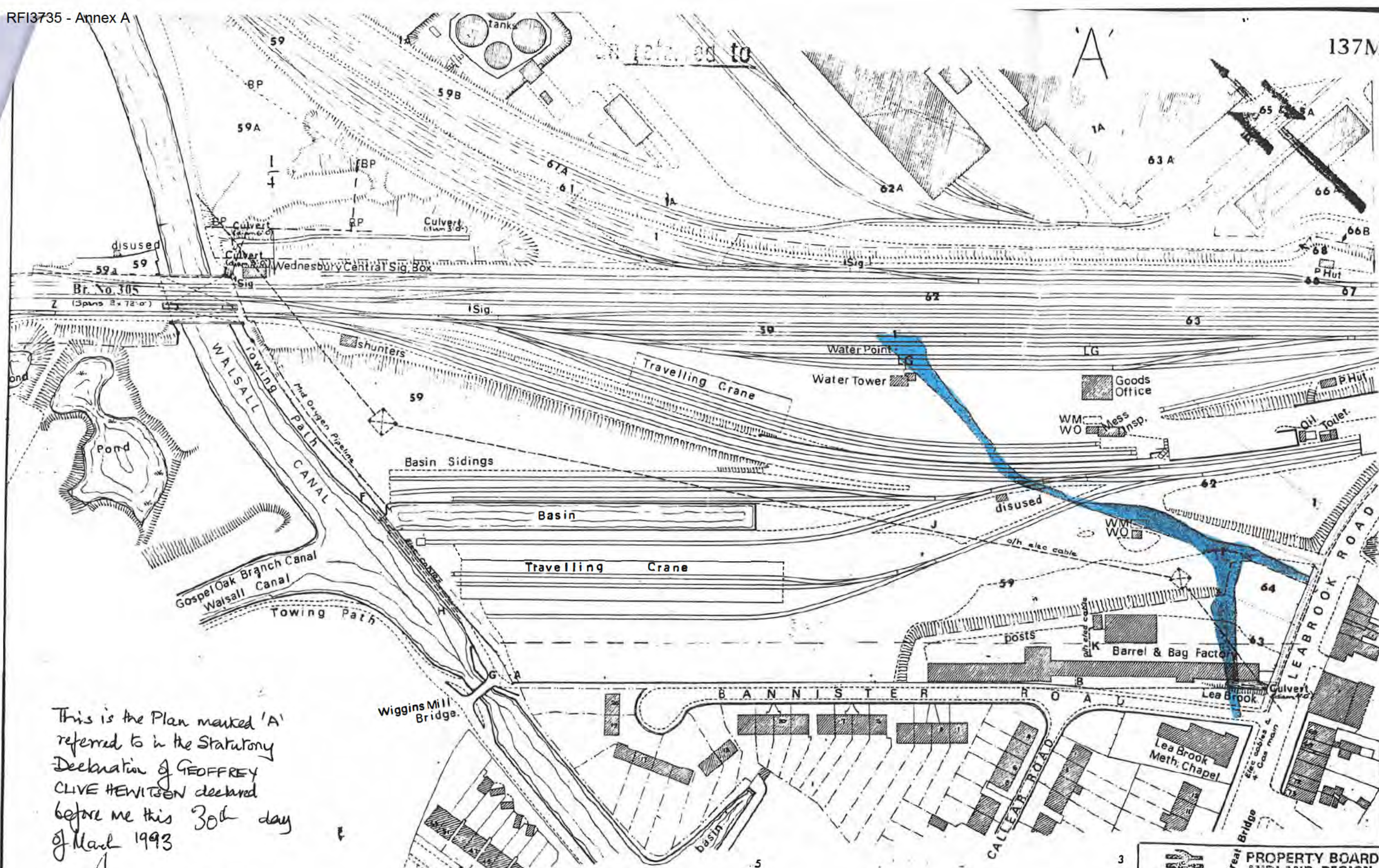
DECLARED at *Kidderswell*
 in the County of *Hereford*
 this *30th* day
 of *March* 1993

)
) *[Signature]*
)
)

Before me


[Signature]

~~Solicitor~~/A Commissioner for Oaths



This is the Plan marked 'A'
 referred to in the Statutory
 Declaration of GEOFFREY
 CLIVE HEWITSON declared
 before me this 30th day
 of March 1993

All easements

 PROPERTY BOARD MIDLAND REGION	
PLAN No. 9048	DATE 9-31-93
STATION: Wednesbury	
ESTATE & RATING DEPT.	
SEA EUSTON STATION NW/1	
STOKING RAM-PRIESTFIELD. 27	
SHEET NO. 12	
CROWN COPYRIGHT RESERVED	

Dated 23rd day of November 1863.

M^r George Perry

to

M^r William Wilkes.

Mortgage

of land and five messuages with
the outbuildings standing thereon
situate in Wednesbury in the County
of Stafford for securing £400 and
interest.

So?

This Indenture



made the twenty third day of November

One thousand eight hundred and
sixty three **Between** George

Perry of Wednesbury in the County

of Stafford Turnaceman of the one part and William Wilkes of Daresbury

in the said County Grocer and Provision Dealer of the other part **Witnesseth**

that in consideration of the sum of Four hundred pounds

this day paid to the said George Perry by the said William Wilkes (the

receipt whereof the said George Perry doth hereby acknowledge) the said

George Perry doth hereby for himself his heirs executors and administrators

covenant with the said William Wilkes his executors and

administrators that he the said George Perry his heirs executors or

administrators will pay to the said William Wilkes his executors

administrators or assigns the sum of Four hundred pounds with interest

for the same in the meantime at the rate of Five pounds per cent per

annum on the twenty third day of May ^{next} without any

deduction **And** this Indenture also **witnesseth** that

for the consideration aforesaid he the said George Perry doth hereby grant

and convey unto the said William Wilkes his heirs and assigns **All**

that piece or parcel of land situate at Wednesbury in the County of Stafford

near to the Booking Offices of the Great Western Railway Company having a

frontage of thirty three yards to the carriage road leading from Dudley

Street in Wednesbury aforesaid to the Booking Offices of the said Great

Western Railway Company and containing in the whole by recent

admeasurement six hundred square yards or thereabouts be the

same more or less and is bounded on one side by the said Carriage

Road on one other side by the said Great Western Railway and on the

remaining sides thereof by other land of the said Birmingham

Liverhampton and Dudley Railway Company And also all

those five messuages or dwellinghouses now in course of erection

upon the said piece or parcel of land with the outbuildings

thereof belonging Together with all ways ^{rights} privileges

eccements and appurtenances whatsoever to the said hereditaments or

any part thereof belonging And all the estate and interest of the said

George Perry in the said premises Except nevertheless and always reserved

unto the said Birmingham Liverhampton and Dudley Railway

Company their executors and assigns all mines and minerals of what

nature or kind soever lying and being in or under the surface of

the land and hereditaments hereby granted and conveyed

To hold the said premises unto the said William Wilkes his heirs

and assigns **Provided** always that if the said George Perry his heirs

executors administrators or assigns shall pay unto the said William

Wilkes his executors administrators or assigns the said sum of Four

hundred pounds with interest for the same in the meantime at the

rate of Five pounds per cent per annum on the said twenty third day of

May next without any deduction then the said William Wilkes

his heirs or assigns will at any time hereafter upon the request and

at the cost of the said George Perry his heirs executors administrators or assigns

administrators will pay to the said William Wilkes his executors
 administrators or assigns the sum of Four hundred pounds with interest
 for the same in the meantime at the rate of Five pounds per cent per
 annum on the Twenty third day of May next without any
 deduction. **And** this Indenture also **witneseth** that
 for the consideration aforesaid he the said George Perry doth hereby grant
 and convey unto the said William Wilkes his heirs and assigns **All**
 that piece or parcel of land situate at Wednesbury in the County of Stafford
 near to the Booking Offices of the Great Western Railway Company having a
 frontage of Thirty three yards to the carriage road leading from Dudley
 Street in Wednesbury aforesaid to the Booking Offices of the said Great
 Western Railway Company and containing in the whole by recent
 admeasurement Six hundred square yards or thereabouts be the
 same more or less and is bounded on one side by the said Carriage
 Road on one other side by the said Great Western Railway and on the
 remaining sides thereof by other land of the said Birmingham
 Wolverhampton and Dudley Railway Company And also all
 those five messuages or dwellinghouses now in course of erection
 upon the said piece or parcel of land with the out-buildings
 thereto belonging Together with all ways ^{rights} rights privileges
 easements and appurtenances whatsoever to the said hereditaments or
 any part thereof belonging And all the estate and interest of the said
 George Perry in the said premises except nevertheless and always reserved
 unto the said Birmingham Wolverhampton and Dudley Railway
 Company their successors and assigns all mines and minerals of what
 nature or kind soever lying and being in or under the surface of
 the land and hereditaments hereby granted and conveyed
 To hold the said premises unto the said William Wilkes his heirs
 and assigns To the use of the said William Wilkes his heirs and
 assigns **Provided** always that if the said George Perry his heirs
 executors administrators or assigns shall pay unto the said William
 Wilkes his executors administrators or assigns the said sum of Four
 hundred pounds with interest for the same in the meantime at the
 rate of Five pounds per cent per annum on the said twenty third day of
 May next without any deduction then the said William Wilkes
 his heirs or assigns will at any time thereafter upon the request and
 at the cost of the said George Perry his heirs executors administrators or
 assigns recover the said premises unto the said George Perry his heirs and
 assigns or as he or they shall direct **And** the said George Perry doth
 hereby for himself his heirs executors and administrators covenant with
 the said William Wilkes his executors and administrators that if the said
 sum of Four hundred pounds or any part thereof shall remain unpaid
 after the said twenty third day of May next he the said George Perry
 his heirs executors or administrators will so long as the same sum or any part
 thereof shall remain unpaid pay to the said William Wilkes his executors
 administrators or assigns interest for the said sum of Four hundred pounds
 or for so much thereof as shall for the time being remain unpaid at the rate

of Two pounds per cent per annum by equal half yearly payments on the twenty third day of May — and the twenty third day of November without any deduction And that he the said George Perry his executors or administrators or assigns will so long as any money shall remain on this present security keep the said messuages and buildings insured against fire or damage by fire in the sum of four hundred pounds at the least and will pay all premiums and sums of money necessary for such purpose on the first day on which the same respectively ought to be paid and will on demand produce to the said William Wilkes his executors administrators and assigns the policy or policies of such insurance and the receipt for every such payment And also that if default shall be made in keeping the said premises insured it shall be lawful for the said William Wilkes his executors administrators and assigns out of his or their own monies to insure and keep insured the said premises in any sum not exceeding four hundred pounds and that the said George Perry his executors administrators or assigns will repay to the said William Wilkes his executors administrators or assigns all monies expended for that purpose by him or them with interest thereon at the rate aforesaid from the time of the same respectively having been advanced or paid and that until such repayment the same shall be a charge upon the said premises heretofore expressed to be hereby granted and conveyed.

Third the said George Perry doth hereby for himself his heirs executors and administrators covenant with the said William Wilkes his heirs and assigns that he the said George Perry now hath power to grant and convey all and singular the said premises unto and to the use of the said William Wilkes his heirs and assigns in manner and except as aforesaid and free from incumbrances And that all the said premises may be quietly entered into held and enjoyed by the said William Wilkes without any interruption by any person And that he the said George Perry and his heirs and every person lawfully or equitably claiming any estate or interest in the premises will at all times at the cost until sale or release of the said George Perry his heirs executors or administrators and afterwards of the person or persons requiring the same execute and do all such assurances and things for further or better assuring all or any of the said premises to the use of the said William Wilkes his heirs and assigns in manner aforesaid as by him or them shall be reasonably required. **Provided** it is hereby declared that the said William Wilkes his executors administrators or assigns may at any time or times after the said twenty third day of May. next without any further consent on the part of the said George Perry his heirs or assigns sell the said premises or any part thereof either together or in parcels and either by public auction or private contract and may buy in or rescind any contract for sale and resell without being responsible for loss occasioned thereby and may execute and do all such assurances and things for effectuating any such sale as he or they shall think fit And that upon a sale by any person or persons who may not be seized of the legal estate the person in whom the legal estate shall be vested shall execute and do such assurances and things for carrying the sale into effect as the person or persons by whom the sale shall be made shall direct. **Provided** nevertheless that the said William Wilkes his executors administrators or assigns shall not execute the power of sale heretofore contained until he or they shall have given to the said George Perry his heirs executors administrators or assigns

and assigns out of his or their own monies to insure and keep insured the said premises in any sum not exceeding four hundred pounds and that the said George Perry his executors administrators or assigns will pay to the said William Wilkes his executors administrators or assigns all monies expended for that purpose by him or them with interest thereon at the rate aforesaid from the time of the same respectively having been advanced or paid and that until such repayment the same shall be a charge upon the said premises heretofore expressed to be hereby granted and conveyed.

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Provided nevertheless that the said William Wilkes his executors administrators or assigns shall not execute the power of sale heretofore contained until he or they shall have given to the said George Perry his heirs executors administrators or assigns or left on the said premises a notice in writing to pay off the monies for the time being owing on the security of these presents and default shall have been made in such payment for six calendar months after giving or leaving such notice or until the whole or part of some half yearly payment of interest shall have become in arrear for three calendar months **Provided** also that upon any sale purporting to be made in pursuance of the aforesaid power no purchaser shall be bound to inquire whether either of the cases mentioned in the clause lastly heretofore contained has happened nor whether any money remains upon the security of these presents nor as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall be regarded

the purchaser or purchasers be deemed to be within the aforesaid power and be valid accordingly. **And it is hereby declared** that the receipt of the said William Wilkes his executors administrators or assigns for the purchase moneys sold of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application thereof. **And** that the said William Wilkes his executors administrators and assigns shall out of the moneys arising from any such sale in preference of the aforesaid power in the first place pay the expences incurred in such sale or otherwise in relation to the premises. **And** in the next place apply such moneys in or towards satisfaction of the monies for the time owing on the security of these presents and then pay the surplus (if any) of the moneys arising from such sale to the said George Perry his heirs ~~and~~ assigns. **And** that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies then owing on the security of these presents. **Provided** always that the said William Wilkes his executors administrators or assigns shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts or any of them. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered by the before named George Perry in the presence of
James Slater
Sol^r Darlaston.

George Perry



Received on the date of the before written Indenture from the before named William Wilkes the sum of four hundred pounds being the consideration money before expressed to be paid by him to me
 Witness.

£ : s : d
 400 : 0 : 0.

James Slater.

George Perry

1 9 2 8

ABSTRACT of the TITLE

of

MESSRS GEORGE WILLIAM ARTHUR AND
JOSEPH GEORGE PERRY to properties
situate in great Western Street Wednes-
bury in the County of Stafford.

Wm Bache & Sons
West Bromwich.

A B S T R A C T of the T I T L E

- of -

MESSRS GEORGE WILLIAM ARTHUR AND JOSEPH GEORGE PERRY

to properties situate in Great Western Street Wednesbury
in the County of Stafford.

30th July 1910

Probate produced at
the office of
Lenton Lester & Co
Walsall

8/6/28

Wm Bache & Sons

BY HIS WILL of this date George Perry of Number 325 Wednesbury Road Pleck
Walsall in the Coy of Stafford Iron Merchant

1. HE APPOINTED his sons Henry & Thomas and his daughter Louisa (thereinafter called his Trustees) to be the Executors and Trustees of his Will
2. HE DEVISED AND BEQUEATHED his three properties consisting of four houses in Victoria Street three houses in Hobbins Street and two houses in Foster Street all in Wednesbury in the Coy of Stafford unto his Trustees UPON TRUST for his Trustees to pay the income arising therefrom after paymt of all outgoings including the cost of keeping the sd properties in a good state of repair to his sd sons Henry and Thomas his sd daughter Louisa and his sister in law Hannah Scott in equal shares for so long as they shd live and so that upon the death of one or more of the four persons interested in that trust the income arising from the sd titles as afd shd be paid to the survivors

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so that upon the death of one or more of the four persons interested in that trust the
income arising from the sd pptides as a fsd shd be paid to the survivors thereof during
thr lives in equal shares and upon the death of three of such persons then the whole of the
sd income to be paid to the survivor during his or her life provided that she shd his
sd sons Henry & Thomas or either of them die leaving a widow then and in each such case
the sd widow of either of his sd sons shd so long as she remd a widow receive one

1.

2.

half of the proportion of the said income which was payable to her husband under the trust immediately before his death

3. UPON the death of the survivor of his said two sons Henry and Thomas his said daughter Louisa and his sister-in-law Hannah Scott he directed that his Trustees should sell and convert into money the said properties in Victoria Street Hobbins Street and Foster Street wednesbury aforesaid and should out of the proceeds thereof pay the widow (if she should then be living and unmarried) of either of his said sons Henry and Thomas the sum of Fifty pounds or in case each of his said sons leave a Widow who should then be living and unmarried the said sum of Fifty pounds should be paid to each of them in lieu of the proportion of income payable to her or them under the thereinbefore mentioned trust and from that time the proportion of income previously payable to her or them should accordingly cease and his Trustees should stand possessed of the residue of the said moneys in trust for all his grandchildren born before December 31st 1909 and who should be living at his decease and should attain the age of 21 years in equal shares.

4. The benefit of the foregoing trusts so far as the Widow of either of my said sons Henry and Thomas was concerned should be limited to their then present wives Annie (wife of Henry) and Sarah Jane (wife of Thomas) and should not extend to any other wife whom either of his sons should marry should his then present wife predecease him.

5. HE DEVISED AND BEQUEATHED all his real and personal estate not thereby otherwise

or in case each of his said sons leave a Widow who should then be living and unmarried the said sum of Fifty pounds should be paid to each of them in lieu of the proportion of income payable to her or them under the thereinbefore mentioned trust and from that time the proportion of income previously payable to her or them should accordingly cease and his Trustees should stand possessed of the residue of the said moneys in trust for all his grandchildren born before December 31st 1909 and who should be living at his decease and should attain the age of 21 years in equal shares.

4. The benefit of the foregoing trusts so far as the Widow of either of my said sons Henry and Thomas was concerned should be limited to their then present wives Annie (wife of Henry) and Sarah Jane (wife of Thomas) and should not extend to any other wife whom either of his sons should marry should his then present wife predecease him.

5. HE DEVISED AND BEQUEATHED all his real and personal estate not thereby otherwise disposed of unto his Trustees UPON TRUST that his Trustees should sell call in and convert into money the same or such part thereof as should not consist of money and should out of the moneys produced by such sale calling in and conversion and out of his ready money pay his funeral and testamentary expenses and debts and should stand possessed of the residue of the said moneys in trust for his three children Thomas Henry and Louisa in equal shares.

6. POWER TO POSTPONE

DULY SIGNED AND WITNESSED

13th June 1912
Original produced as
before
8/6/28
W. B. & S.

BY A CODICIL of this date the sd George Perry made certain bequests not affecting the appointment of the Executors and the devise and bequest upon trust for sale contained in the hereinbefore abstracted Will

DULY SIGNED & WITNESSED

14th January 1913

No Certificate

THE sd Thomas Perry died at Wednesbury aforesaid leaving a Widow Sarah Jane Perry him surviving

8th May 1925

MEMO endorsed of Assent of this date of George Wm Arthur Administrator of Louisa Arthur the last surviving Executrix of the Will of Geo. Perry deceased of the vesting in himself of the 3 pptides in Victoria Street Hobbins Street and Foster Street ~~Wednesbury~~ resply upon trust to sell and upon furr trusts in relation therto contd in sd Will

23rd March 1913

No Certificate

15th May 1913

THE sd GEORGE PERRY died
SAID Will and Codicil of sd George Perry duly proved at the Lichfield District Probate Regy by the sd Henry Perry and Louisa Arthur

6th December 1914

THE sd Annice Perry (in the Will called Annie) wife of the sd Henry Perry died

14th January 1913

No Certificate

THE sd Thomas Perry died at Wednesbury aforesaid leaving a Widow Sarah Jane Perry him surviving

8th May 1925

MEMO endorsed of Assent of this date of George Wm Arthur Administrator of Louisa Arthur the last surviving Executrix of the Will of Geo. Perry deceased of the vesting in himself of the 3 pptides in Victoria Street Hobbins Street and Foster Street Wednesbury resply upon trust to sell and upon furr trusts in relation thrtto contd in sd Will

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SAID Will and Codicil of sd George Perry duly proved at the Lichfield District Probate Regy by the sd Henry Perry and Louisa Arthur

6th December 1914

No Certificate

THE sd Annice Perry (in the Will called Annie) wife of the sd Henry Perry died

26th June 1916

No Certificate

THE sd Henry Perry died at Walsall afsd

14th December 1919

No Certificate

THE sd Hannah Scott died

15th October 1922

No Cert

THE sd Sarah Jane Perry died

18th December 1927

No Cert

THE sd Louisa Arthur died at Walsall afsd intestate

7th March 1928

LETTERS OF ADMINISTRATION to the estate of Louisa Arthur deceased granted out of the

Original produced as **befe**

8/6/28

W.B. & S.

Lichfield District Probate Registry to George William Arthur the lawful son of the said
intestate

8th May 1928

Unstamped

BY ASSENT of this date by George William Arthur, of Delamere, 5 a Lichfield
Road Walsall in the County of Stafford Saddle Tree Manufacturer

RECITING hereinbefore abstracted Will of George Perry

AND RECITING hereinbefore abstracted Codicil

AND RECITING death of Thomas Perry as before abstracted

AND RECITING death of Testator and proof of his said Will and
Codicil as before abstracted

AND RECITING the said Henry Perry and the said Louisa Arthur
paid the funeral and testamentary expenses of the Testator all his debts
and all death duties which arose on his death and were payable out of his
estate and disposed of the residue thereof as the trusts of the recited Will
of the Testator directed

AND RECITING death of said Henry Perry as before abstracted

AND RECITING death of Louisa Arthur and grant of Letters of

RECITING hereinbefore abstracted Will of George Perry

AND RECITING hereinbefore abstracted Codicil

AND RECITING death of Thomas Perry as before abstracted

AND RECITING death of Testator and proof of his said Will and

Codicil as before abstracted

AND RECITING the said Henry Perry and the said Louisa Arthur

paid the funeral and testamentary expenses of the Testator all his debts

and all death duties which arose on his death and were payable out of his

estate and disposed of the residue thereof as the trusts of the recited Will

of the Testator directed

AND RECITING death of said Henry Perry as before abstracted

AND RECITING death of Louisa Arthur and grant of Letters of

Administration as before abstracted

IT WAS WITNESSED as follows :-

1. THE said George William Arthur as the Personal Representative of the said Louisa

Arthur deceased thereby assented to the vesting in himself in fee simple of

ALL the freehold property first, secondly

and thirdly specified in the Schedule thereto

UPON TRUST to sell the same and upon the further trusts

in relation thereto in the recited Will of the Testator

contained.

2. For the purpose aforesaid the said George William Arthur as Personal Representative of the said Louisa Arthur deceased thereby assented to the vesting in himself

A L L that moiety of property secondly described in the Schedule thereto which was leasehold for all the residue of the term of 999 years created by a Lease dated the 11th day of March 1729 Subject to the payment of the yearly rent of one peppercorn and to the observance and performance of the covenants and conditions contained in the said Lease on the Lessees part to be observed and performed so far as related to the property thereby assigned and were still subsisting, Upon the trusts in relation thereto in the recited Will of the Testator contained.

T H E S C H E D U L E thereinbefore referred to

F I R S T A L L those four messuages or dwellinghouses with the outbuildings and appurtenances

Lease dated the 11th day of March 1729 Subject to the payment of the yearly rent of one peppercorn and to the observance and performance of the covenants and conditions contained in the said Lease on the Lessees part to be observed and performed so far as related to the property thereby assigned and were still subsisting, Upon the trusts in relation thereto in the recited Will of the Testator contained.

T H E S C H E D U L E thereinbefore referred to

F I R S T A L L those four messuages or dwellinghouses with the outbuildings and appurtenances thereto belonging together with the land forming the curtilage thereof situate in and Nod. 6. 7. 8. and 9 Great Western Street, Wednesbury aforesaid and in the respective occupations of Derry, Whittle, Lum and Draisey, EXCEPT and reserved all mines and minerals.

AND SECONDLY ALL that piece or parcel of land situate in and fronting to Hobbins Street wednesbury aforesaid for a distance of 12 yards or thereabts and being bounded on the east side thereof for a distance of 24 yards and
5.

6 inches or thereabouts on the west side for a like distance of 24 yds and 6 ins or thrabts at the rear or South side for a distance of 12 yards or thereabouts and containing an area of 290 square yards or thereabouts AND ALSO ALL those three messuages or dwellinghouses with the outbuildings and appurtenances thereto belonging erected and then standing on the said piece or parcel of land or some part thereof Nos. 5. 6. and 7 Hobbins Street Wednesbury aforesaid and in the respective occupations of Rowley, Nicholls, and Scott which piece or parcel of land was as to one moiety (namely the Southern half thereof) freehold and as to the remaining moiety (adjoining Hobbins Street, Wednesbury aforesaid) leasehold being held for the residue of the said term of 999 years created by a Lease dated the 8th day of March 1729.

AND THIRDLY ALL those two messuages or dwellinghouses with the outbuildings and appurtenances thereto belonging

Wednesbury aforesaid and in the respective occupations of Rowley, Nicholls, and Scott which piece or parcel of land was as to one moiety (namely the southern half thereof) freehold and as to the remaining moiety (adjoining Hobbins Street, Wednesbury aforesaid) leasehold being held for the residue of the said term of 999 years created by a Lease dated the 8th day of March 1729.

AND THIRDLY ALL those two messuages or dwellinghouses with the outbuildings and appurtenances thereto belonging together with the land forming the curtilage thereof situate in and Nod. 36 and back of 36 Foster Street Wednesbury aforesaid and in the respective occupations of Povey and Collins.

(To be) Duly executed and attested.

9th May 1928

Take Notice that the within named G. W. Arthur & J. G. Perry of 325 Wednesbury Rd Walsall aforesaid Butcher are the present Trees for sale for the purposes of the above written Assent on Trust for sale.

(Signed G. W. Arthur)

9th May 1928

BY DEED OF APPOINTMENT of this date made between the said George

Original produced as before

8/6/28

Stamp 10/-

W. B. & S.

William Arthur of the one part and Joseph George Perry of 325 Wednesbury Road Walsall
aforesaid Butcher of the other part

R E C I T I N G Will of sd George Perry as before abstd

AND RECITING Codicil to Will of sd George Perry as before abstd

AND RECITING death of sd Thomas Perry as before abstd

AND RECITING death of Testator and proof of his sd Will and Codicil as
before abstd

AND RECITING the sd Henry Perry and Louisa Arthur had paid the funeral
and testamentary expenses of the Testator and all his debts and all death
duties arising on his death and payable out of his estate

AND RECITING one of the pptides namely three houses in Hobbins
Street Wednesbury aforesaid was immediately prior to his death vested in the
Testator as to part throf in fee simple and as to the remaining part thereof
for the residue of a term of 999 years created by a Lease dated the 8th day
of March 1729

AND RECITING death of Annice Perry as a befe abstd

AND RECITING death of sd Henry Perry as before abstd

AND RECITING death of sd Hannah Scott as befe abstd

AND RECITING the sd Henry Perry and Louisa Arthur had paid the funeral and testamentary expenses of the Testator and all his debts and all death duties arising on his death and payable out of his estate

AND RECITING one of the pptides namely three houses in Hobbins Street Wednesbury afd was immediately prior to his death vested in the Testator as to part throf in fee simple and as to the remaining part thereof for the residue of a term of 999 years created by a Lease dated the 8th day of March 1729

AND RECITING death of Annice Perry as ~~a~~befe abstd

AND RECITING death of sd Henry Perry as before abstd

AND RECITING death of sd Hannah Scott as ~~w~~befe abstd

AND RECITING death of sd Sarah Jane Perry as before abstd

AND RECITING death of sd Louisa Arthur and grant of Letters of Admon to her estate as before abstd

AND RECITING last abstd Assent

AND RECITING sd George William Arthur was desirous of appointing himself and the sd Joseph George Perry to be Trustees of the recited Will and Codicil of the Testator in the place of the sd Henry Perry deceased and the sd Louisa Arthur deceased

IT WAS WITNESSED as follows :-

1. In exercise of the power for that purpose by the statute in that behalf contained and of every or any power the said George William Arthur thereby appointed himself and the said Joseph George Perry to be the Trustees of the recited Will and Codicil of the Testator in place of the said Henry Perry deceased and the said Louisa Arthur deceased for all the subsisting purposes of the said Will and Codicil
2. The requisite vesting declaration should be implied under section 40 of the Trustee Act 1925.

(To be) DULY EXECUTED AND ATTESTED

LAND CHARGES ACT, 1925
Law of Property (Amendment) Act, 1926

Affix fee stamp
 on Duplicate within

APPLICATION FOR AN OFFICIAL SEARCH

We hereby apply for an Official Search to be made in the **Alphabetical Index** to the **Registers** kept under the above Acts for any subsisting entries therein under the undermentioned names, addresses and descriptions affecting land in the county of...Staffordshire.....
 *parish of.....Wednesbury....., (*formerly parish of*.....)
 place or district of...Wednesbury.....
 *known as6, 7, 8 and 9 Great Western Street.....
 (*formerly known as*.....)

**If there has been a change of parish name, or in the description of the land the former name and description MUST be given. Where possible a short description of the property (e.g. 4 Smith Square) should be added.*

Note: Plans are not required to accompany this application.

We have paid the fee of ..7/6d..and request that the result of the search be Posted.....

†N.B.—Insert “ posted ”, “ telegraphed ” or “ telephoned ” as required. Telegrams and telephone messages can only be sent after 2 p.m. The extra charge for a telephone message is assessed according to distance. The extra charge for a telegram is the minimum Post Office charge. (See Item 14 of the First Schedule to The Land Charges Fees Order 1927)

Surname (in block letters)	Christian names (in block letters)	All addresses, title, trade or profession, to be set out below
ARTHUR	GEORGE WILLIAM	5a Lichfield Road, Walsall, in the County of Stafford.
PERRY	JOSEPH GEORGE	325 Wednesbury Road, Walsall, in the County of Stafford.
QUANCE	MARY AMELIA	Formerly High Street, West Bromwich, but then of 61 Beeches Road, West Bromwich, Staffordshire now deceased.
QUANCE	EDNA DOROTHY	61 Beeches Road, West Bromwich - Spinster.
QUANCE	FREDERICK WILLIAM	56 Somerset Road Handsworth Wood Birmingham - Company Director.

A separate form must be used if additional space is required

Signature of solicitor or applicant.....S. Pearman Smith & Sons..... Date 29th March, 1966.

Solicitor's reference.....JAW..... Telephone No. Walsall 24164/5.....

The prescribed adhesive Land Registry fee stamp which may be purchased at Head Post Offices having been affixed to the duplicate, this form should be sent by prepaid post addressed to The Superintendent, Land Charges Registry, Kidbrooke, London, S.E.3

NO COVERING LETTER REQUIRED

This space
 must be
 filled in



NAME AND ADDRESS IN BLOCK LETTERS TO WHICH CERTIFICATE IS TO BE SENT
S. PEARMAN SMITH AND SONS, 147, LICHFIELD STREET, WALSALL.

It is hereby certified that the Official Search applied for has been made up to the closing of the Office on the date given on the Official Stamp below

The Result is as follows:

Names and addresses	Nature of registration	Date and reference number of registration	Situation of land		Short description of land in Index (if any)
			County	Parish or Place or District	
<p>NO SUBSTITUTING ENTRIES</p> <p>H.M. LAND REGISTRY</p> <p>LONDON</p> <p>31 MAR 1966</p> <hr/> <p>PROTECTION ENDS</p> <p>22 APR 1966</p> <p>SEE FOOTNOTES</p>					

WARNING

This certificate refers to the description of the land, if any, given in the Alphabetical Index. Alterations of description subsequent to the date of registration cannot be made in the register and may not have been made in the Alphabetical Index.

NOTES

1. Neither the Act nor the Rules require particular parcels of land to be entered in the Alphabetical Index. For the convenience of searchers, however, short descriptions of particular parcels are entered in the Index where practicable. This is not practicable in all cases. A certificate of the result of an official search may, consequently contain (in addition to entries affecting the parcel of land specified in the application therefor) entries in the Index where no particular parcel of land is given therein. Such entries may or may not affect the land in which the searcher is interested. Having obtained notice of them, a purchaser is, however, in a position to call on his vendor to satisfy him that they do not affect the land he is purchasing, or have them dealt with as provided by S.43 of the Law of Property Act, 1925. It is also open to him to apply on Form LC 14 for an office copy of the entry in the register. The fee for an Office Copy entry is 1/6d.

2. Certificates of official search are normally posted on the day of the receipt of the application therefor if received before 10 a.m. Under Rule 1 (8) of the Land Charges Rules, 1926, the certificate extends to registration effected during the day of the date of the certificate, and may be issued only after the Office is closed for registrations on that date.

3. S. 4 (2) of the Law of Property (Amendment) Act, 1926, as varied by Rule 1 (2) Land Charges Rules, 1940, provides that where a purchaser has obtained an official certificate of the result of search, any entry which is made in the register after the date of the certificate and before the completion of the purchase, and is not made pursuant to a priority notice entered on the register before the certificate is issued, shall not, if the purchase is completed before the expiration of the fourteenth day after the date of the certificate, affect the purchaser.

S. 4 (3) of the Law of Property (Amendment) Act, 1926, provides that in reckoning the number of days under this section, the days when the Office is not open to the public shall be excluded.

Normally the Office is closed to the public on Saturdays, Sundays and Public Holidays.

At the request of the Law Society, in order to assist solicitors, every certificate of the result of an official search shows both the date when the search was issued and the date when the period of protection ends. This information is

Contents of
Official
Certificate

Normal time
for issuing Certificates
of Official
Searches

Protection for
14 days

MEMORANDUM By a Conveyance dated the *31st* day of *March 1966* made between Edna Dorothy Quance and Frederick William Quance of the one part and The Mayor Aldermen and Burgesses of the Borough of Wednesbury of the other part the Freehold property known as Numbers 6, 7, 8 and 9 Great Western Street Wednesbury Staffordshire was conveyed for a Freehold estate to the said Mayor Aldermen & Burgesses of the Borough of Wednesbur and their right to the production of the within written Letters of Administration was thereby acknowledged. _____

B55

OFFICE COPY

12

In the High Court of Justice

The District Probate Registry at Birmingham

BE IT KNOWN that MARY AMELIA QUANCE of 61 Beeches Road West Bromwich Staffordshire
formerly Mrs. Kinn

died there on the 5th day of August 1964
domiciled in England
intestate a widow

original produced & used at office of Gordon W Quance, Solicitor, W. Bromwich S. P. Leam Smothers 31/3/66

AND BE IT FURTHER KNOWN that at the date hereunder written Letters of Administration of all the estate which by law devolves to and vests in the personal representative of the said intestate were granted by the High Court of Justice at the District Probate Registry thereof at Birmingham

to EDNA DOROTHY QUANCE of 61 Beeches Road aforesaid spinster and FREDRICK WILLIAM QUANCE of 56 Somerset Road Handsworth Wood Birmingham company director the lawful daughter and son and two of the persons entitled to share in the estate of the said intestate

And it is hereby certified that an Inland Revenue affidavit has been delivered wherein it is shown that the gross value of the said estate in Great Britain (exclusive of what the said deceased may have been possessed of or entitled to as a trustee and not beneficially) amounts to £12582. 3. 0 and that the net value of the estate amounts to £11890. 9. 0 and it is further certified that it appears by a receipt signed by an Inland Revenue officer on the said affidavit that £1082. 3. 0 on account of estate duty and interest on such duty has been paid.

Dated the 14th day of February 1966

[Signature] ayden



[Handwritten notes]

BE IT KNOWN that MARY AMELIA QUANCE of 61 Beeches Road West Bromwich Staffordshire
formerly Mrs Bann

died there on the 5th day of August 1964
domiciled in England
intestate a widow

Original produced & esch. at office of order W. Quance, Solicitor, N. Bromwich

AND BE IT FURTHER KNOWN that at the date hereunder written Letters of Administration of all the estate which by law devolves to and vests in the personal representative of the said intestate were granted by the High Court of Justice at the District Probate Registry thereof at Birmingham

..Pearl mothers 31/3/66

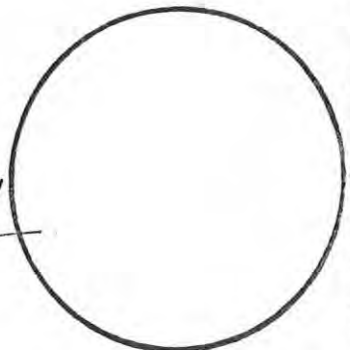
to EDNA DOROTHY QUANCE of 61 Beeches Road aforesaid spinster and FREDRICK WILLIAM QUANCE of 56 Somerset Road Handsworth Wood Birmingham company director the lawful daughter and son and two of the persons entitled to share in the estate of the said intestate

And it is hereby certified that an Inland Revenue affidavit has been delivered wherein it is shown that the gross value of the said estate in Great Britain (exclusive of what the said deceased may have been possessed of or entitled to as a trustee and not beneficially) amounts to £12582. 3. 0 and that the net value of the estate amounts to £11890. 9. 0 and it is further certified that it appears by a receipt signed by an Inland Revenue officer on the said affidavit that £1062. 3. 0 on account of estate duty and interest on such duty has been paid.

Dated the 14th day of February 1966

[Signature]
ayden

District Registrar.



[Handwritten notes]
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Extracted by G. W. Quance

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DATED 31st March 1966

MISS E. D. QUANCE and
MR. F. W. QUANCE

- to -

THE MAYOR ALDERMEN AND BURGESSES
OF THE BOROUGH OF WEDNESBURY.

Conveyance

- of -

Land and premises situate
fronting to Great Western
Street Wednesbury known as
Numbers 6 7 8 and 9 Great
Western Street Wednesbury
in the County of Stafford.

4294

WL29

Stamp P S

Shaman Smith & Son
Walsall

DRAKE DRIVER & LEAVER LTD
WITHERBY & CO LTD
5, NICHOLAS LANE, LONDON, E.C.4

This Conveyance



is made the *Twenty - First*
day of *March*.

One thousand nine hundred and sixty six BETWEEN EDNA DOROTHY QUANCE of 61 Beeches Road West Bromwich in the County of Stafford Spinster and FREDERICK WILLIAM QUANCE of 56 Somerset Road Handsworth Wood in the city of Birmingham Company Director (hereinafter called "the Vendors") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF WEDNESBURY (hereinafter called "the Corporation") of the other part

W H E R E A S :-

1. Mary Amelia Quance late of 61 Beeches Road West Bromwich aforesaid Widow (hereinafter called "the Intestate") was at the date of her death seised in fee simple in possession except and reserved and subject as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter described
2. Letters of Administration to the estate of the Intestate were on the Fourteenth day of February One thousand Nine hundred and sixty six granted to the Vendors out of the Birmingham District Registry
3. The Vendors have not given or made any assent or conveyance in respect of a legal estate in or affecting the said property or any part thereof
4. The Vendors have agreed with the Corporation for the sale to it of the fee simple in possession except and reserved and subject as hereinafter mentioned but otherwise free from incumbrances of the said property at the price of Seven hundred and eighty pounds

N O W THIS DEED W I T N E S S E T H as follows:-

1. In consideration of the sum of Seven hundred and eighty pounds paid to the Vendors by the Corporation (the receipt whereof the Vendors hereby acknowledge) the Vendors as Personal Representatives of the intestate and in exercise of their statutory powers hereby convey unto the Corporation ALL THAT piece or parcel of land situate fronting to Great Western Street Wednesbury in the County of Stafford being the site of Number 6 7 8 and 9 Great Western Street aforesaid ALL which said land is for the purpose of identification only delineated on the plan annexed hereto and thereon coloured pink and contains in the whole an area of Three hundred and ninety square yards or thereabouts TOGETHER with all such estate right title and interest as the Vendors have (if any) in that portion of Great Western Street aforesaid to which the property hereby conveyed fronts EXCEPT AND RESERVED unto the Birmingham Wolverhampton and Dudley Railway Company and their successors and assigns all mines and minerals of whatsoever nature or kind

W 7/2

whatsoever lying and being ^{in or} under the surface of the land hereby conveyed TO HOLD the same (except and reserved as aforesaid) unto the Corporation in fee simple subject to the observance and performance of a covenant contained in a certain Conveyance dated the thirteenth day of July One thousand eight hundred and sixty three and made between Birmingham Wolverhampton and Dudley Railway Company of the one part and G. Perry of the other part so far as the same is still subsisting and capable of taking effect and affects the property hereby conveyed

2. The Vendors hereby acknowledge the right of the Corporation to the production of the said Letters of Administration and to delivery of copies thereof

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds

I N WITNESS whereof the Vendors hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by the)
said EDNA DOROTHY QUANCE in the)
presence of :-)

E. E. Quance
H. G. Quance
W. J. Quance

SIGNED SEALED AND DELIVERED by the)
said FREDERICK WILLIAM QUANCE in)
the presence of :-)

F. W. Quance
H. G. Quance



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