

The electronic official copy of the register follows this message.

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# Official copy of register of title

Title number LA875405

Edition date 16.02.2006

- This official copy shows the entries on the register of title on 23 MAY 2024 at 12:06:19.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 May 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

LANCASHIRE : HYNDBURN

- 1 (17.10.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 Norman Road, Oswaldtwistle, (BB5 4nf).
- 2 (17.10.2000) The mines and minerals are excepted.
- 3 (17.10.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 10 November 1913  
 Term : 999 years from 1 November 1913  
 Rent : £1.9s.6d  
 Parties : (1) John Duckworth  
           (2) George Walsh and others  
           (3) Ezra Whittaker
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

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

### Title good leasehold

- 1 (17.10.2000) PROPRIETOR: JOHN CHRISTOPHER TAYLOR of 1 Radnor Close, West End, Oswaldtwistle, Lancs.
- 2 (17.10.2000) The value as at 17 October 2000 was stated to be under £100,000.

Title number LA875405

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

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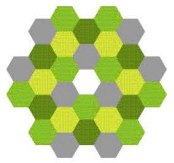
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 23 May 2024 shows the state of this title plan on 23 May 2024 at 12:06:20. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Fylde Office .

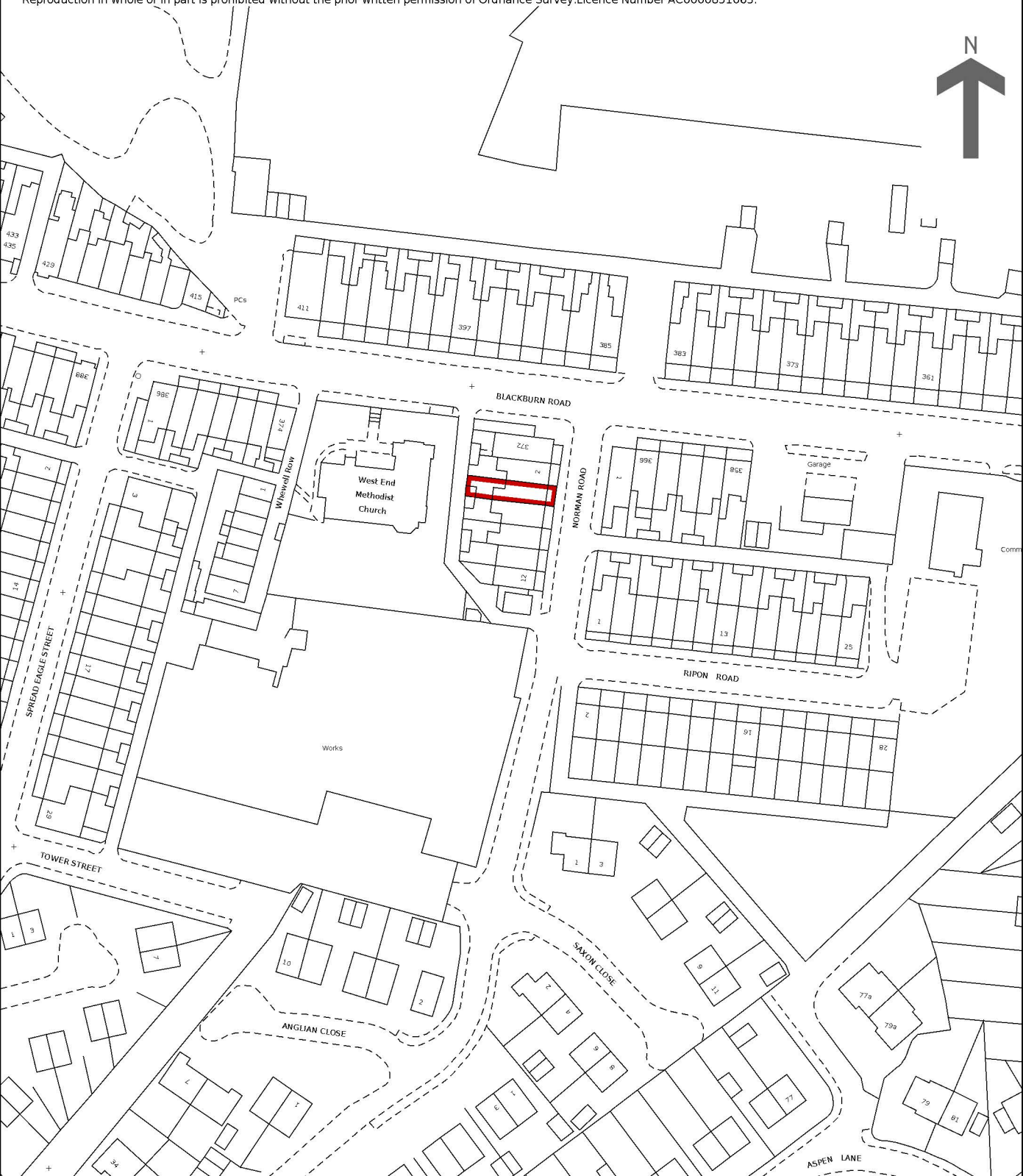
# HM Land Registry

## Official copy of title plan

Title number **LA875405**  
Ordnance Survey map reference **SD7328SW**  
Scale **1:1250**  
Administrative area **Lancashire : Hyndburn**



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**These are the notes referred to on the following official copy**

Title Number LA875405

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Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at [www.gov.uk/land-registry](http://www.gov.uk/land-registry) in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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Stamps £1/14/6  
and P.D. ✓

*Original returned  
to the person by us  
at the time of  
S/John Thomson.  
11/6/32.  
Mildred Stimp  
Church.*



*except and reserving  
Rights to the person or  
persons for the time  
being entitled thereto  
all mines beds and  
quarries of coal and  
ironstone and all  
minerals within and  
under the premises  
hereby demised with  
all necessary or proper  
powers rights and  
easements for  
searching for winning  
working getting and  
carrying away the same  
by underground workings  
only on such person or  
persons making proper  
compensation to the  
Lessee for all damage  
done to the buildings  
upon the same land as  
the same are reserved  
in and by a certain  
Conveyance to the said  
George Walsh Robert  
Walsh and Albert Walsh  
of the said premises  
with other hereditaments  
dated the 12th day  
of November 1908 And  
also except and reserving  
unto the Lessor the free  
running of water and  
soil in and through the  
sewers drains and  
channels for the time  
being in or upon or  
under the premises  
hereby demised And  
also except and reserving  
to the Lessor the right  
to erect any wall or  
building in such  
manner and form and  
of such height as he  
may think proper on  
any land of the Lessor  
(not being a street  
or streets) adjoining  
or contiguous to the  
premises hereby  
demised AND ALSO  
except and reserving  
unto the Lessor and  
his Lessees tenants  
or occupiers of lands  
and buildings  
adjoining or contiguous  
to the said premises  
and his surveyors  
agents and workmen  
the liberty and  
privilege at all  
seasonable hours  
in the daytime  
to enter upon  
the said premises  
hereby demised  
in order to  
repair such  
adjoining or  
contiguous  
premises as  
often as  
occasion shall  
require) TO  
HOLD the same  
(subject to  
all rights of  
road and water  
light and all  
other easements  
now affecting  
the same) unto  
the Lessee  
from the 1st  
day of  
November  
now last  
past for  
the term  
of 999  
years  
PAYING  
therefor  
yearly  
during  
the said  
term and  
proportionately  
for any  
fraction  
of a year  
the rent  
of £1/9/6  
by equal  
half yearly  
payments  
on the 1st  
day of  
May and  
the 1st  
day of  
November  
in every  
year free  
from all  
deductions  
(except  
landlords  
property  
tax) the  
first half  
yearly  
payment  
thereof  
to be  
made  
on the  
1st day  
of  
May  
next.*

THIS INDENTURE made the 10th day of November 1913 BETWEEN JOHN DUCKWORTH of Accrington in the County of Lancaster Auctioneer (who is the legal Mortgagee of the hereditaments hereby demised and is hereinafter called "the Lessor" which expression shall include the persons or person for the time being entitled to receive the rent hereby reserved where the context so admits) of the first part GEORGE WALSH ROBERT WALSH and ALBERT WALSH all of Oswaldtwistle in the said County Joiners and Builders (the owners of the equity of redemption of the said hereditaments) of the second part and EZRA WHITTAKER of Oswaldtwistle aforesaid Coal Miner hereinafter called "The Lessee" (which expression shall include his executors administrators and assigns where the context so admits) of the third part WITNESSETH as follows;

1. THE Lessor in consideration of the sum of £215 to the said George Walsh Robert Walsh and Albert Walsh paid by the Lessee (the receipt whereof the said George Walsh Robert Walsh and Albert Walsh hereby acknowledge and the payment whereof with his privity and consent the Lessor hereby acknowledges) and also in consideration of the rent and covenants by the Lessee hereinafter reserved and contained the Lessor at the request of the said George Walsh Robert Walsh and Albert Walsh doth hereby demise and the said George Walsh Robert Walsh and Albert Walsh do hereby demise and confirm unto the Lessee ALL that messuage or dwellinghouse situate on the westerly side of Norman Road within Oswaldtwistle aforesaid with the yard garden and outbuildings thereon and which messuage is No.4 in the said road (except and reserving hereout to the person or persons for the time being entitled thereto all mines beds and quarries of coal and ironstone and other metals stone and minerals within and under the premises hereby demised with all necessary or proper powers rights and easements for searching for winning working getting and carrying away the same by underground workings only on such person or persons making proper compensation to the Lessee for all damage done to the buildings upon the same land as the same are reserved in and by a certain Conveyance to the said George Walsh Robert Walsh and Albert Walsh of the said premises with other hereditaments dated the 12th day of November 1908 And also except and reserving unto the Lessor the free running of water and soil in and through the sewers drains and channels for the time being in or upon or under the premises hereby demised And also except and reserving to the Lessor the right to erect any wall or building in such manner and form and of such height as he may think proper on any land of the Lessor (not being a street or streets) adjoining or contiguous to the premises hereby demised AND ALSO except and reserving unto the Lessor and his Lessees tenants or occupiers of lands and buildings adjoining or contiguous to the said premises and his surveyors agents and workmen the liberty and privilege at all seasonable hours in the daytime to enter upon the said premises hereby demised in order to repair such adjoining or contiguous premises as often as occasion shall require) TO HOLD the same (subject to all rights of road and water light and all other easements now affecting the same) unto the Lessee from the 1st day of November now last past for the term of 999 years PAYING therefor yearly during the said term and proportionately for any fraction of a year the rent of £1/9/6 by equal half yearly payments on the 1st day of May and the 1st day of November in every year free from all deductions (except landlords property tax) the first half yearly payment thereof to be made on the 1st day of May next.

2. THE Lessee for himself and his assigns and to the intent that the obligations may continue



throughout the term hereby created covenants with the Lessor and also as a separate covenant with the said George Walsh Robert Walsh and Albert Walsh as follows;

- (1) To pay the reserved rent on the days and in manner aforesaid.
- (2) To bear and discharge all existing and future rates taxes and assessments duties impositions outgoings and burdens whatsoever whether Parliamentary parochial local or of any other description assessed charged or imposed upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof (landlords property tax only excepted).
- (3) At all times during the said term well and sufficiently to repair cleanse uphold maintain and keep in good and tenantable repair the said messuage or dwellinghouse or another to be erected in substitution therefor and all additions thereto and the fixtures therein and the outbuildings walls fences sewers drains and the adjoining roads to the centre thereof with all necessary reparations and amendments And when for that purpose the state of the premises either by decay accidents from fire or otherwise shall so require to take down the same messuage or dwellinghouse or other buildings and to rebuild and erect again on the site thereof in a good and substantial manner a similar messuage or dwellinghouse or other buildings under the direction and to the satisfaction of the Lessor or his surveyor or agent and so that there shall always during the said term be upon the said premises hereby demised in such tenantable repair as aforesaid a good and substantial messuage or dwellinghouse of the clear letting yearly value to a good tenant of £10 at the least.
- (4) Not to erect on any part of the demised premises any new building or any addition to the existing buildings except with the consent of the Lessor first obtained and in accordance with plans elevations and specifications to be first approved of by the Lessor or his Surveyor or Agent.
- (5) To permit the Lessor his surveyor or agent once in every year during the said term in the daytime with or without workmen or others to enter the demised premises and view the state of repair and condition of the same and upon the Lessor or his Agent giving or leaving notice in writing of any defects or wants of reparation to repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained.
- (6) Not to permit anything to be set up or used or done upon any part of the demised premises which shall be noxious noisy or offensive or be any interruption or annoyance to the tenants or occupiers of premises adjoining or near thereto and to accept as final the decision of the Lessor on any questions which may arise concerning alleged breaches of this covenant.
- (7) Whenever required so to do by the Lessor or by the Local Authority at the Lessees expense to make lay pave flag and form (so far as not already done) and afterwards at all times keep in repair until the same shall become repairable by the local authority the footway and one half the roadway of Norman Road aforesaid and also one half the back street at the rear of the demised premises in such manner and form and of such materials as the said Local Authority may require so far as the said roadways are co-extensive with the demised premises and also at the like request and expense to make such sewers and drains in or under the said roadways and footways as the same Authority may require and to keep the same in repair until the same become repairable by the Local Authority.



(8) At the determination of the said term to yield up the demised premises and all buildings thereon and additions thereto in such repair and condition as shall be in accordance with the covenants hereinbefore contained.

3. THE Lessor and also the said George Walsh Robert Walsh and Albert Walsh so far as relates to his or their own acts and deeds and the acts and deeds of persons claiming under him or them respectively hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessees part contained shall quietly possess and enjoy the premises hereby demised for the term hereby granted without any lawful disturbance from or by the Lessor or the said George Walsh Robert Walsh and Albert Walsh or any of them their or any of their heirs executors or administrators or any person claiming under them or any of them.

4. PROVIDED always that if the rent hereby reserved or any part thereof shall be in arrear and unpaid for 21 days after the same shall have become due (whether legally demanded or not) or if there shall be any breach or nonobservance of the lessees covenants herein contained then and in any such case it shall be lawful for the Lessor to enter upon the said plot of land and the buildings for the time being thereon or any part thereof in the name of the whole and to repossess the same as of his former estate.

5. PROVIDED ALSO that until the Lessor his heirs or assigns shall require payment of the said rent to him and give to the Lessee or leave upon the said demised premises notice in writing requiring such payment the said rent shall be paid to the said George Walsh Robert Walsh and Albert Walsh their heirs or assigns whose receipt shall be a sufficient discharge for the same.

6. PROVIDED ALSO that any license consent or act hereinbefore required or authorised or which may be necessary to be given or done by the Lessor hereunder may be validly and effectually given or done by the persons or person for the time being entitled to receive and give a discharge for the said rent and any notice required to be given by or to the Lessor hereunder shall be valid and sufficient if given by or to the persons or person so entitled.

7. IT is hereby declared that the walls dividing the demised premises from the adjoining dwellinghouses and premises of the Lessor or of the said George Walsh Robert Walsh and Albert Walsh his or their tenants or lessees are to be deemed joint party walls and fences.

LASTLY 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 other than rent exceeds £500.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first aforesaid.

SIGNED SEALED AND DELIVERED by the said John Duckworth George Walsh )  
Robert Walsh and Albert Walsh in the presence of; )

B.Reddihough,

Clerk to Mr S.Sandeman, Solicitor, Accrington.

J. DUCKWORTH ) L;S.  
GEORGE WALSH ) L.S.  
ROBERT WALSH ) L.S.  
ALBERT WALSH ) L.S.



Letter

1573

(2)

Dated 10th November 1913.

MESSRS. GEORGE WALSH, ROBERT WALSH  
and ALBERT WALSH and their Mortgagees

to

MR EZRA WHITTAKER



COLOUR

Copy/

L E A S E

of dwellinghouse No. 4 Norman  
Road Oswaldtwistle for a term of  
999 years at a yearly rent of  
£1. 9. 6.

-----  
S. Sandeman,

Accrington.

Copied by Sprake and Ranson,

Accrington.