



## Title register for:

land lying to the West of Mersey Road, Manchester (Freehold)

**Title number: GM543972**

Accessed on 29 August 2024 at 22:45:58

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## Register summary

**Title number** GM543972

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**Registered owners** Britannia Hotels Limited  
Halecroft, Hale Road, Hale, Cheshire WA15 8RE

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**Last sold for** £11,000,000 on 31 March 2015

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## A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date
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1	GREATER MANCHESTER : MANCHESTER
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The Freehold land shown edged with red on the plan of the above Title filed at the Registry and

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being land lying to the West of Mersey Road,  
Manchester.

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The land has the benefit of the following rights granted by a Transfer of the land in this title dated 18 June 1990 made between (1) Barbara Patricia Hughes and others and (2) The Manchester Young Men's Christian Association (Incorporated) (Transferee):-

"Together with:-

(i) a grant of rights of way at all times and for all purposes in fee simple in favour of the land hereby transferred and every part thereof over and along the two pieces of land coloured brown for identification on the attached plan subject to the right of the owner or owners for the time being (and their successors in title) of all or any part of the land edged blue for identification on the said plan to apply to the Transferee or its successors in title for consent in writing to vary the position of either or both of the said rights of way (such consent not to be unreasonably withheld or delayed) all costs and disbursements for such consent to be paid by the person or persons applying for the same whether or not consent is given it being a condition of such consent that the consent shall not take effect until evidenced in writing under seal is given to the Transferee with a covenant by the person or persons seeking such consent with the Transferee or its successors in title to construct such right of way within one year of the date of the consent and thereafter forever to maintain the same in a proper state of repair

(ii) a grant in fee simple in favour of the land hereby transferred of all such rights of water light drainage and all other rights of any kind whatsoever in under or over the said land edged blue as were used or enjoyed for the benefit of the land hereby

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transferred or any part thereof on the 7th April 1989."

NOTE: Copy plan filed.

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3 By a Deed dated 3 September 1990 made between (1) John Maunders Group Plc and (2) The Manchester Young Mens Christian Association (Incorporated) a right of way granted by the Transfer dated 18 June 1990 referred to above was expressed to be released

NOTE:- No copy of the Deed referred to is held by HM Land Registry.

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4 The Deed dated 3 September 1990 referred to above is expressed to grant rights of way.

## **B: Proprietorship Register**

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

**Class of Title:** Title absolute

<b>Entry number</b>	<b>Entry date</b>	
1	2015-04-22	PROPRIETOR: BRITANNIA HOTELS LIMITED (Co. Regn. No. 1343600) of Halecroft, Hale Road, Hale, Cheshire WA15 8RE.
2	2015-04-22	The price stated to have been paid on 31 March 2015 for the land in this title and other property was £11,000,000.
3	2015-04-22	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

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4	2015-04-22	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 31 March 2015 in favour of The Royal Bank Of Scotland Plc referred to in the Charges Register.
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## C: Charges Register

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

**Class of Title:** Title absolute

Entry number	Entry date
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1	A Conveyance of the land tinted pink on the filed plan and other land dated 17 September 1863 made between (1) Robert Feilden and (2) Henry Rohmer contains covenants details of which are set out in the schedule of restrictive covenants hereto.
2	By the Conveyance dated 17 September 1863 referred to above the land tinted pink on the filed plan and other land was conveyed as follows:-  "Subject to the right of way over the Footpath near the said River Mersey and to the flow of water through and over the said hereditaments."
3	A Conveyance of the land tinted blue and tinted brown on the filed plan and other land dated 28 September 1868 made between (1) Robert Feilden and (2) Joseph Broome contains covenants details of which are set out in the schedule of restrictive covenants hereto.
4	A Conveyance of the land tinted yellow on the filed plan and other land dated 30 November 1868 made between (1) Robert Feilden and (2) Richard

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Haworth contains covenants details of which are set out in the schedule of restrictive covenants hereto.

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5 By the Conveyance dated 30 November 1868 referred to above the land tinted yellow on the filed plan and other land was conveyed as follows:-

"Subjet nevertheless to the right of way over the footpath near the said River Mersey."

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6 A Conveyance of the land tinted brown on the filed plan dated 9 January 1964 made between (1) Manchester Corporation and (2) Barbara Patricia Hughes and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

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7 2015-04-22 REGISTERED CHARGE dated 31 March 2015 affecting also other titles.

NOTE: Charge reference GM108446.

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8 2018-07-27 Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 2nd Floor, 1 Spinningfields Square, Manchester M3 3AP.

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9 The following are details of the covenants contained in the Conveyance dated 17 September 1863 referred to in the Charges Register:-

"AND the said Henry Rohmer doth hereby for himself his heirs executors administrators and assigns covenant with the said Robert Feilden his heirs and assigns that he the said Henry Rohmer his heirs or assigns will forthwith at his and their own expense fence off or cause to be fenced off the said hereditaments and premises hereinbefore granted and released or expressed so to be from the

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adjoining lands of the said Robert Feilden his heirs or assigns by good and sufficient fences and will at all times afterwards maintain the said fences in good repair so as effectually to prevent any trespass upon or injury or damage to such adjoining lands or any part thereof and will also within one year from the date of these presents erect and complete or cause to be erected and completed upon the said hereditaments and premises hereinbefore granted and released or expressed so to be a messuage or dwellinghouse of the yearly value of one hundred pounds at the least

AND the said Henry Rohmer doth hereby for himself his heirs executors administrators and assigns further covenant with the said Robert Feilden his heirs and assigns that no messuage or dwellinghouse shall be erected on the said hereditaments and premises hereinbefore granted and released or expressed so to be of less yearly value than sixty pounds

And that no building to be erected on the said hereditaments and premises shall be placed nearer than twenty yards to the said intended New Road adjoining the said hereditaments and premises on the Easterly side thereof except a Lodge

And that no trade or manufactory whatever shall be carried on upon the said hereditaments and premises or in any building thereon

And that no bricks or tiles shall be made on the said hereditaments and premises except for buildings to be erected thereon

And that the said Henry Rohmer his heirs or assigns shall pay one half of the expense of making and ever afterwards keeping in repair the said intended new road coextensive with the Easterly side of the said hereditaments and premises (namely from the

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said point marked B to the said point marked C on the said plan)

And also that all communications between the said Upland and Lowland parts of the said hereditaments and premises shall be made upon and over the said hereditaments and premises hereinbefore granted and released or expressed so to be exclusively."

NOTE: The intended new road referred to is Mersey Road.

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The following are details of the covenants contained in the Conveyance dated 28 September 1868 referred to in the Charges Register:-

COVENANTS by the said Joseph Broome for himself his heirs executors administrators and assigns with the said Robert Feilden his heirs and assigns that he the said Joseph Broome his heirs or assigns should and would forthwith fence off the land and premises thereby conveyed from the adjoining lands of the said Robert Feilden his heirs and assigns by good and sufficient fences and for ever afterwards maintain and keep such fences in good and sufficient repair

And also should and would from time to time thereafter bear and pay one half the expense of maintaining cleansing and keeping open and in good repair the said road on the easterly side of the land thereby conveyed and the main sewer thereunder so far as the same road and sewer were coextensive with the land thereby conveyed

And further that he the said Joseph Broome his heirs and assigns should and would within two years from the date thereof erect and complete upon the said land thereby conveyed a messuage or dwellinghouse of the yearly value of £100 at the

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least

And also that no messuage or dwellinghouse should be erected upon the said land thereby conveyed of less yearly value than £60

And that no building (except a lodge) to be erected upon the said land should be placed nearer than 20 yards to the said road

And that no trade or manufactory should be carried on upon the said land thereby conveyed or in any building thereon

And that no bricks or tiles should be made upon the land thereby conveyed except for buildings to be erected thereon

And lastly that all communications between the upland and lowland portions of the land thereby conveyed should be made upon and over some portion or portions of the said land thereby conveyed exclusively.

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The following are details of the covenants contained in the Conveyance dated 30 November 1868 referred to in the Charges Register:-

"The said Richard Haworth doth hereby for himself his executives administrators and assigns covenant with the said Robert Feilden his heirs and assigns that no messuage or dwellinghouse shall ever be erected upon the said hereditaments and premises hereinbefore granted or expressed so to be of less yearly value than one hundred pounds at the least and further that no building shall be erected upon the said plot of land other than a dwellinghouse or dwellinghouses or stable or stables or outbuildings to a dwellinghouse or dwellinghouses or a lodge or conservatories greenhouses or hothouses or other ornamental appurtenance to a dwellinghouse or



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dwellinghouses and that no building other than a lodge to be erected thereon shall be placed nearer than twenty yards to the said new road adjoining the said hereditaments and premises on the north easterly side thereof

AND that no trade or manufactory whatever shall be carried on upon the said hereditaments and premises or in any building thereon and that no bricks or tiles shall be made on the said hereditaments and premises except for buildings to be erected thereon and the said Richard Howarth his heirs or assigns will forever hereafter pay one half the expense of keeping in repair the said new road and main sewer or pipe drain under the same so far as the same respectively are coextensive with the said north easterly side of the land hereby conveyed and also that all communications between the upland and lowland parts of the said land hereby conveyed shall be made upon and over the said land hereby conveyed exclusively."

NOTE: The new road referred to is Mersey Road.

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The following are details of the covenants contained in the Conveyance dated 9 January 1964 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Corporation as follows:-

(a) Not to use the land hereby conveyed for any purpose other than for playing fields or other open space purposes but notwithstanding anything herein contained the Purchasers shall be at liberty to erect stands or other buildings in connection with the proposed use of the land as playing fields

(b) Not to erect any such building or structures as aforesaid on the land hereby conveyed except in accordance with plans and elevations previously

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approved in writing by the Corporation such consent not to be unreasonably withheld."