



## Title register for:

**land and buildings lying on the south west and south east side of  
Bankfields Drive, Wirral (Freehold)**

**Title number: MS493128**

Accessed on 19 September 2023 at 16:00:04

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### Register summary

<b>Title number</b>	MS493128
<b>Registered owners</b>	The Manchester Ship Canal Company Limited Maritime Centre, Port of Liverpool, Liverpool L21 1LA
<b>Last sold for</b>	No price recorded

### A: Property Register

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

<b>Entry number</b>	<b>Entry date</b>	
1	2004-08-11	MERSEYSIDE : WIRRAL  The Freehold land shown edged with red on the

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plan of the above title filed at the Registry and being land and buildings lying on the south west and south east side of Bankfields Drive, Wirral.

NOTE: The land tinted green on the title plan is not included in the title.

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2                      2004-08-11              The land has the benefit of the rights reserved by but is subject to the rights granted by a Lease dated 15 July 1964 made between (1) The Manchester Ship Canal Company and (2) Petroleum Storage Limited and Continental Oil Company Limited.

NOTE 1: The pipelines referred to in the Lease pass to the north of the land in this title.

NOTE 2: Copy filed under MS490817.

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3                      2004-08-11              The land has the benefit of the rights granted by a Deed dated 11 May 1966 made between (1) Vauxhall Motors Limited and (2) The Manchester Ship Canal Company.

NOTE: Copy filed under CH4009.

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4                      2004-08-11              The land has the benefit of the rights granted by a Deed dated 28 June 1968 made between (1) Philmac Oils Limited and (2) The Manchester Ship Canal Company.

NOTE 1: The approximate line of the sewer referred to is shown by a brown broken line between the points G H J and K on the title plan so far as it affects the land in this title

NOTE 2: Copy filed under MS278800.

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5                      2004-08-11              The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of

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12 Bankfields Drive dated 15 November 2002 made between (1) The Manchester Ship Canal Company and (2) Peel Properties (MSC) Limited.

NOTE: Copy filed under MS468153.

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6                      2004-08-11              The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of 6 Bankfields Drive, Eastham dated 15 November 2002 made between (1) The Manchester Ship Canal Company and (2) Peel Properties (MSC) Limited.

NOTE: Copy filed under MS468167.

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7                      2004-08-11              The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land on the east side of the land in this title dated 29 November 2002 made between (1) The Manchester Ship Canal Company and (2) Peel Environmental Limited.

NOTE: Copy filed under MS485161.

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8                      2004-08-11              The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the south east of the land in this title dated 29 November 2002 made between (1) The Manchester Ship Canal Company and (2) Peel Environmental Limited.

NOTE: Copy filed under MS485058.

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9                      2006-09-05              The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

10                      2006-10-27              The land has the benefit of the rights reserved by a

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Transfer of the land edged and numbered MS528269 in green on the title plan dated 1 September 2006 made between (1) The Manchester Ship Canal Company and (2) Peel Land and Property (Ports) Limited.

NOTE: Copy filed under MS528269.

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11                      2017-10-13                      The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered MS649202 in green on the title plan dated 14 August 2017 made between (1) The Manchester Ship Canal Company Limited and (2) Peel Environmental Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under MS649202.

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12                      2017-10-13                      By a Deed of Release of Covenants and Rights dated 14 August 2017 made between (1) The Manchester Ship Canal Company Limited (2) Peel Land and Property (Ports) Limited (3) Peel Land and Property (Ports No 3) Limited (4) Peel Investments (North) Limited and (5) Peel Environmental Limited, certain of the rights reserved by and certain of the rights granted by the Transfer of land on the east side of the land in this title dated 29 November 2002 referred to above were released.

NOTE: Copy filed under MS485161.

## **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

Entry number	Entry date
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1	2004-08-11	PROPRIETOR: THE MANCHESTER SHIP CANAL COMPANY LIMITED (Co. Regn. No. 7438096) of Maritime Centre, Port of Liverpool, Liverpool L21 1LA.
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2		RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be completed by registration unless a certificate is given by Manchester Ship Canal Company that the disposition is made in accordance with the provisions of the Manchester Ship Canal Acts of 1885, 1893, 1897, 1911 or 1912 or the Manchester Ship Canal (Surplus Lands) Act 1893.
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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	2004-08-11	By a Conveyance dated 12 December 1951 made between (1) Imperial Chemical Industries Limited and (2) The Manchester Ship Canal Company the land tinted yellow on the title plan was with other land conveyed subject as follows:-  "subject to (a) The payment of perpetual annual sums or yearly rents of One Pound Thirteen Shillings and Sixpence and Twenty Four pounds respectively payable out of the same or some part or parts thereof and other property to the Dean and Chapter of the Cathedral Church of Chester but with the full benefit and advantage of the covenants and provisions by way of indemnity in respect of the said annual sums or yearly rents contained or referred to in a Deed dated the
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Twenty-ninth day of July One thousand nine hundred and twenty one and made between Mary Straker and The Right Honourable William Westenra Baron Rossmore the one part and British Dyestuffs Corporation Limited of the other part"

No further particulars of the said rentcharges or deeds were produced on first registration and this registration takes effect subject to the said rentcharges so far as the same or any of them affect the land in this title but with the benefit of the said provisions and agreements for indemnity in respect thereof so far as the same are subsisting and capable of being enforced.

NOTE: Copy Abstract of The Indenture dated 29 July 1921 referred to filed under MS492262.

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2	2004-08-11	<p>By a Conveyance dated 21 May 1952 made between (1) The Right Honourable William Westenra Baron Rossmore and others and (2) The Manchester Ship Canal Company the land was with other land conveyed subject as follows:-</p> <p>"As to certain parts of the said land situate in the Parish of Eastham to the payment of perpetual annual sums or yearly rents of One pound thirteen shillings and sixpence and Twenty four pounds respectively to the Dean and Chapter of the Cathedral Church at Chester but with the full benefit and advantage of the covenants and provisions by way of indemnity against the payment of the said annual sums or yearly rents contained in a Deed dated the Eighteenth day of August One thousand eight hundred and fifty one and made between William Healing of the one part and Richard Christopher Naylor of the other part"</p> <p>No further particulars of the said rentcharges or deeds were produced on first registration and this registration takes effect subject to the said</p>
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rentcharges so far as the same or any of them affect the land in this title but with the benefit of the said provisions and agreements for indemnity in respect thereof so far as the same are subsisting and capable of being enforced.

NOTE: Copy Abstract of The Indenture dated 18 August 1851 referred to filed under MS490503.

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3                      2004-08-11              A Deed dated 30 May 1957 made between (1) The Manchester Ship Canal Company and (2) Merseyside and North Wales Electricity Board relates to laying constructing and maintaining cables.

By an Agreement dated 21 September 1964 (1) The Manchester Ship Canal Company and (2) Merseyside and North Wales Electricity Board the route of the said cables was varied as therein mentioned.

NOTE: Copy Deed and Agreement filed under MS492262.

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4                      2004-08-11              A Deed dated 22 April 1959 made between (1) The Manchester Ship Canal Company and (2) Van Den Berghs and Jurgens Limited relates to the laying construction use inspection clearing repair removal renew and maintenance of a hydrogen pipeline and ancillary rights of entry thereto.

NOTE 1: The approximate position of the hydrogen pipeline referred to is shown by a mauve broken line between points AA AB AC and AD on the title

NOTE 2: Copy filed.

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5                      2004-08-11              A Lease dated 12 June 1959 made between (1) The Secretary of State for Air and (2) Van Den Berghs and Jurgens Limited relates to the laying

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construction retaining maintenance use inspection repairing and renewal of a hydrogen gas main and ancillary right of entry thereto.

NOTE 1: The approximate position of the hydrogen gas main referred to is shown by a blue broken line between points A and B on the title plan so far as it affects the land in this title

NOTE 2: Copy filed under MS492262.

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6                      2004-08-11              By a Conveyance dated 9 May 1963 made between (1) The Secretary of State for Air and (2) The Manchester Ship Canal Company the land tinted blue on the title plan was conveyed subject as follows:-

"TOGETHER ALSO WITH the benefit of the covenant on the part of the covenantors contained in a Deed of Indemnity dated the Twenty-ninth day of July One thousand nine hundred and twenty one and made between Mary Straker and The Right Honourable William Westenra Baron Rossmore of the one part and British Dyestuffs Corporation Limited of the other part relating to the liability to pay the annual sums or yearly rents hereinafter mentioned so far as such liability affects the property hereby conveyed ..... SUBJECT (if and so far as the same are still subsisting) to the perpetual annual sums or yearly rents of One pound thirteen shillings and sixpence and Twenty four pounds payable to the Dean and Chapter of the Cathedral Church of Chester which said perpetual annual sums are more particularly referred to in the said Deed of Indemnity dated the Twenty-ninth day of July One thousand nine hundred and twenty one"

No further particulars of the said rentcharges were produced on first registration and this registration takes effect subject to the said rentcharges so far



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as the same or any of them affect the land in this title but with the benefit of the said provisions and agreements for indemnity in respect thereof so far as the same are subsisting and capable of being enforced.

NOTE: Copy Abstract of the Indenture dated 29 July 1921 referred to filed under MS492262.

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7                      2004-08-11                      The land tinted blue on the title plan is subject to the following rights reserved by the Conveyance dated 9 May 1963 referred to above:-

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the neighbouring land of the Vendor as is shown coloured green on the said plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof:

(a) the right and liberty to work and use the said sewage disposal plant and the pipes and drains connected therewith which are now in under or over the property hereby conveyed for the passage and disposal of water and soil from the retained land

(b) the right and liberty to enter upon the property hereby conveyed by means of the strip of land which is shown coloured brown on the said plan for the purpose of repairing maintaining reinstating working and using the said sewage disposal plant pipes and drains

PROVIDED NEVERTHELESS that:

(1) The rights and liberties hereby reserved shall be limited to the said sewage disposal plant pipes and drains as they now exist and shall be exercisable only so long as they are maintained in a good state of repair and nothing herein contained shall be

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construed to authorise the Vendor or any other person to enlarge the capacity of the same

(2) If the Purchasers shall desire to develop the property hereby conveyed they shall be at liberty (after giving reasonable notice to the Vendor and at any time during the lives of the descendants now living of his late Majesty King George VI and the last survivor of them and within twenty one years after the death of such survivor) at their own expense to remove the said sewage disposal plant to such other or adjoining or neighbouring site in their ownership as they shall think fit and to effect any consequential diversion of the said pipes and drains and thereupon the rights and liberties hereby reserved to the Vendor shall cease to be exercisable and the Purchasers shall grant to the Vendor (free of all cost) similar rights in respect of the said sewage disposal plant and the pipes and drains connected therewith in their new positions with alternative access thereto along such reasonable route as may be prescribed by the Purchasers

(3) The Purchasers and their successors in title shall not so long as any of the dwellinghouses on the retained land remain unconnected with a main drainage system object to the said sewage disposal plant pipes and drains being used also for the reception and treatment of sewage discharged from the hangar (to the north east of the retained land and shown coloured black on the said plan or from any other building which may be constructed on the same site in lieu thereof) pursuant to an Agreement made the Sixteenth day of November One thousand nine hundred and sixty-two between the Vendor of the one part and Reginald Poole (for Naylors estates) of the other part

(4) If all of the dwellinghouses on the retained land shall at any time become connected with a main

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drainage system then the rights and liberties hereby reserved to the Vendor shall wholly cease to be exercisable and the Vendor will thereupon determine the said Agreement"

NOTE 1: Neither the original nor a certified copy or examined abstract of the Agreement dated 16 November 1962 referred to was produced on first registration

NOTE 2: Copy Conveyance plan filed.

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8                      2004-08-11              The land is subject to the rights granted by a Deed of Grant dated 3 February 1967 made between (1) Thomas Henry Molyneux (2) National Provincial Bank Limited and (3) The Shell Company of The United Kingdom Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: The approximate position of the pipeline referred to is shown by a blue broken line between the points AE and AF on the title plan so far as it affects the land in this title

NOTE 2: Copy filed.

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9                      2004-08-11              The land is subject to the rights granted by a Deed of Grant dated 31 March 1967 made between (1) The Manchester Ship Canal Company and (2) The Wirral Water Board.

NOTE 1: The approximate position of the aqueduct referred to is shown by a brown broken line between points E and F on the title plan so far as it affects the land in this title

NOTE 2: Copy filed under MS492383. The copy held by Land Registry is not complete.

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10	2004-08-11	<p>A Conveyance of the land tinted pink dated 24 August 1967 made between (1) Thomas Henry Molyneux (Vendor) (2) The National Provincial Bank Limited and (3) The Manchester Ship Canal Company (Purchaser) contains the following covenants:-</p> <p>"The Purchaser for itself and its successors in title hereby covenant with the Vendor and his successors in title as follows:- That no buildings or other erection whatsoever shall be constructed on the land hereby conveyed and that the land shall be used for tree planting purposes only."</p>
11	2004-08-11	<p>An Agreement dated 10 February 1972 made between (1) Texaco Limited and (2) Paktank Storage Company Limited relates to the laying construction maintenance and use of 6 pipelines and ancillary rights of entry thereto.</p> <p>NOTE 1: The approximate position of the pipelines referred to is shown by a brown broken line between points M and N on the title plan so far as it affects the land in this title</p> <p>NOTE 2: Copy filed under MS492383.</p>
12	2004-08-11	<p>A Wayleave dated 9 November 1989 made between (1) The Merseyside and North Wales Electricity Board and (2) The Manchester Ship Canal Company relates to the erection use maintenance repair alter renew inspection and removal of an underground electric cable and ancillary rights of entry thereto.</p> <p>NOTE 1: The approximate position of the underground electric cable referred to is shown by a blue broken line between points P and Q on the title plan so far as it affects the land in this title</p>

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NOTE 2: Copy filed under MS492383.

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13                      2004-08-11                      A Deed dated 13 December 1993 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited relates to the maintenance repair renew relay use and enjoyments of a pipeline and ancillary right of entry thereto.

NOTE 1: The approximate position of the pipeline referred to is shown by a blue broken line between points W X Y and Z on the title plan so far as it affects the land in this title.

NOTE 2: Copy filed under MS490503.

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14                      2004-08-11                      An Agreement dated 1 February 1999 made between (1) The Manchester Ship Canal Company and (2) S T Eastham relates to the laying construction and use of a 10" gas main and ancillary rights of entry thereto.

NOTE 1: The approximate position of the 10" gas main referred to is shown by a blue broken line between points R S T and U on the title plan so far as it affects the land in this title

NOTE 2: No copy of the deed referred to is held by Land Registry.

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15                      2004-08-11                      An Agreement dated 1 December 1999 made between (1)Manchester Ship Canal Company (2)Ship Canal Land Limited (3)Ship Canal Properties Limited and (4)Manweb Plc relates to the erection maintenance repair renewal inspection and removal of electric lines and works and ancillary rights of entry thereto for a term of 15 years from 1 April 1995 and thereafter as therein mentioned.

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NOTE: Copy filed under CH505888.

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16                      2004-08-11                      The land is subject to the rights granted by a Transfer of land lying to the north of the land in this title dated 30 January 2002 made between (1) The Manchester Ship Canal Company and (2) Darlington's (Group) Plc.

NOTE: Copy filed under MS454753.

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17                      2004-08-11                      The land is charged with issues of Mortgage debentures created pursuant to several Acts of Parliament relating to the Manchester Ship Canal Company. The Charge operates by way of floating security.

18                      2005-12-20                      An Agreement dated 2 September 1977 made between (1)The Manchester Ship Canal Company and (2)The Post Office relates to the placing, maintenance, inspection, repair and renewal of all existing posts and telegraphs and ancillary rights of entry.

NOTE: Copy filed under MAN32466.

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19                      2006-09-05                      The land is subject to the rights granted by a Transfer of the land edged and numbered MS525794 in green on the title plan and other land dated 17 January 2006 made between (1) The Manchester Ship Canal Company and (2) Peel Ports Land and Property Investments Limited.

NOTE: Copy filed under MS525794.

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20                      2006-12-06                      The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 19 October 2006 made between (1) The Manchester Ship Canal Company and (2) Peel Land and Property (Ports) Limited.

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The said Deed also contains restrictive covenants by the grantor.

NOTE: No copy of the deed referred to is held by the Land Registry under title number MS525792.

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21                      2008-09-30                      The land is subject to the rights granted by a Deed of Grant dated 4 December 2007 made between (1) The Manchester Ship Canal Company and (2) United Utilities Water Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

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22                      2013-01-16                      The land is subject to the rights granted by a Deed of Grant dated 10 January 2013 made between (1) The Manchester Ship Canal Company (2) Eastham Refinery Limited (3) National Grid Gas Plc and (4) Future Utility Solutions Ltd.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

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23                      2014-05-27                      The land is subject to the rights granted by a Deed of Easement dated 14 May 2014 made between (1) The Manchester Ship Canal Company Limited and (2) Peel Land & Property (Ports No. 3) Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

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24                      2015-10-20                      The land is subject to any rights that are granted by a Deed dated 16 October 2015 made between (1)

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Peel Land and Property (Ports) Limited (2) The Manchester Ship Canal Company Limited (3) Peel Investments (North) Limited and (4) SP Manweb Plc and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH425205.

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25	2018-11-27	The land is subject to any rights that are granted by a Deed of Easement dated 24 October 2018 made between (1) The Manchester Ship Canal Company Limited and (2) Peel Environmental Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.
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NOTE: Copy filed under MS492383.