

DATED

24th April 193*3*.

Messrs.

JOHN HARDY HOLT and DOUGLAS HOLT

TO

Mrs. Esther Tennant

COUNTERPART.

Underlease

(A Sale) of a Leasehold Dwelling-House,
situate in and known as *number 3*.

Middlehurst Road, off Knutsford Road,
Grappenhall, (near Warrington) in the County
of Chester.

TERM : 999 years from the *25th March*
1932 .

YEARLY RENT £5-10-0

ROBERT DAVIES & CO.,
WARRINGTON.

Warrington 5/- + denning P.S. P
91/2 wa 10. 26/4/32



This Underlease is made the 24th day of April.

thousand nine hundred and thirty three BETWEEN JOHN HARDY HOLT and DOUGLAS HOLT both of Lymm in the County of Chester Builders and Contractors (hereinafter called "the Underlessors" which expression where the context so admits shall include the reversioner or reversioners for the time being immediately expectant on the term hereby created) of the one part and

Esther Tennant wife of Isaac Tennant of 23. Buttermarket Street Warrington in the County of Lancaster Ladies bosumier

(hereinafter called "the Underlessee" which expression where the context so admits shall include the successors in title of the Underlessee) of the other part.

WHEREAS:—

(1) By a Lease (hereinafter called "the Lease") dated the second day of January One thousand nine hundred and thirty three and made between Mary Agnes Lightburn and Winifred Scotson of the one part and the Underlessors of the other part ALL THAT plot of land situate in Grappenhall in the County of Chester on the easterly side of a new road leading out of Knutsford Road called or intended to be called Middlehurst Road containing in the whole 1652 superficial square yards or thereabouts and more particularly delineated and described in the plan drawn on the Lease and thereon edged red TOGETHER with the rights of way over any adjoining new roads as therein mentioned EXCEPT AND RESERVED rights of way and rights of drainage also as therein mentioned was demised unto the Underlessors as joint tenants upon the trusts therein mentioned with power to underlease for the term of One thousand years from the twenty fifth day of March — One thousand nine hundred and thirty two — at the yearly rent of Thirteen pounds —

and subject to the covenants on the part of the Underlessors and the conditions therein contained.

(2) The Underlessors have agreed with the Underlessee for the sale to the Underlessee of the plot of land hereby demised (being part of the plot of land comprised in and demised by the Lease) with the dwelling-house now erected thereon at the price of Six hundred and fifty pounds — subject to a yearly rent of Five pounds ten shillings — and it has been agreed that the sale shall be carried out by way of Underlease and in manner hereinafter appearing.

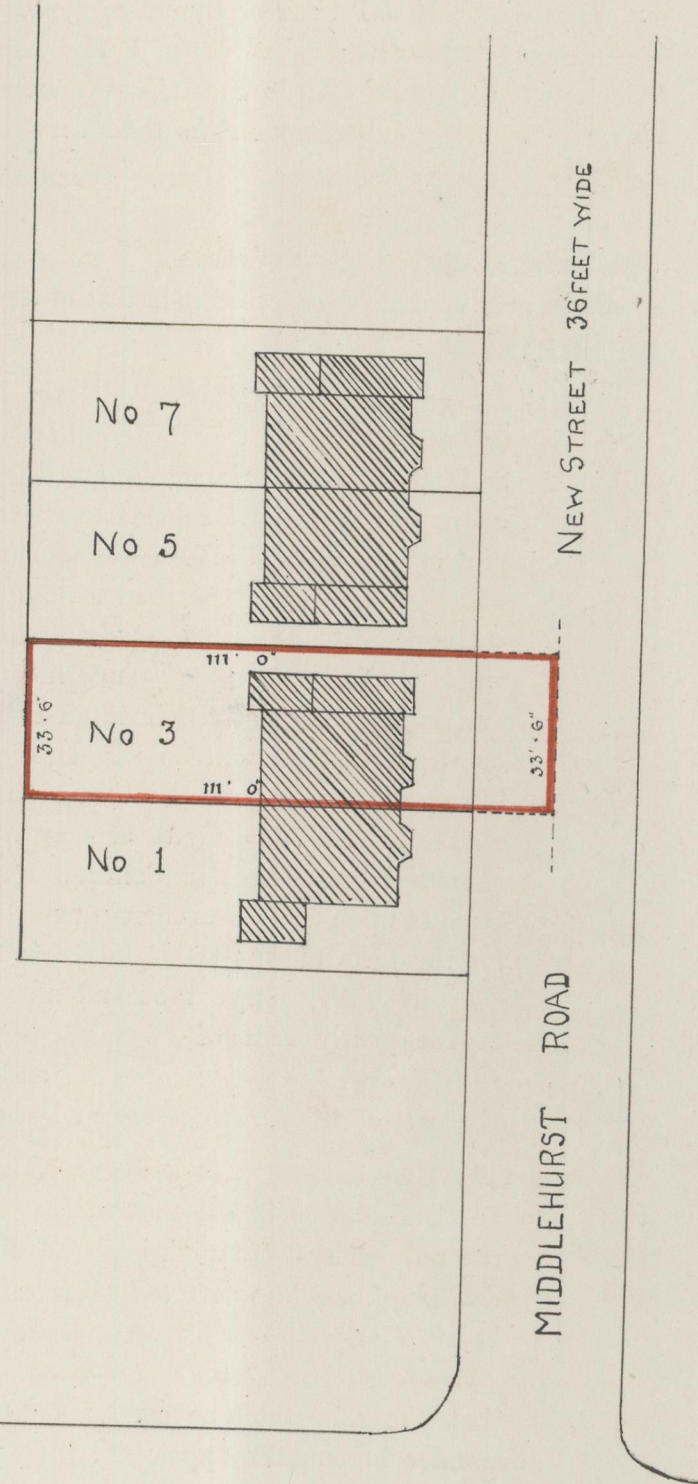
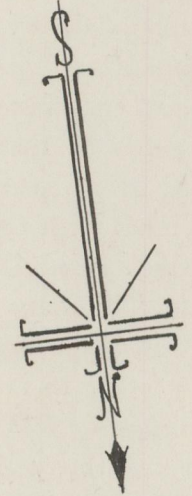
NOW THIS DEED WITNESSETH as follows:—

1.—IN pursuance of the said agreement and in consideration of the sum of Six hundred and fifty pounds — to the Underlessors paid by the Underlessee (the receipt whereof the Underlessors hereby acknowledge) and also

(Serving
not required
complete lease)

THE PLAN WITHIN REFERRED TO.

CONTENTS
 (edged red)
413 Sq Yards
 or thereabouts



KNUTSFORD ROAD

SCALE 40 FEET = 1 INCH

in consideration of the rent hereinafter reserved and the covenants on the part of the Underlessee hereinafter contained the Underlessors hereby demise unto the Underlessee ALL THAT plot of land situate on the *easterly* side of the said new road called or intended to be called *Middlehurst* Road in Grappenhall aforesaid containing in the whole (including the half or halves in width of any adjoining new road or roads so far as co-extensive with the said land hereby demised) *Four hundred and thirteen* superficial square yards or thereabouts and more particularly delineated and described in the plan drawn hereon and thereon edged red TOGETHER with the messuage or dwelling-house erected thereon and known as *number 3. Middlehurst* Road Grappenhall aforesaid (the division walls and fences on the *northerly* and *southerly* sides of the premises hereby demised being hereby declared to be party walls and fences respectively and to be used and maintained as such) AND TOGETHER with the full and free right (in common with the Underlessors and all other persons entitled to the like privilege) of passing and repassing with or without horses and other animals carts wagons motors and other vehicles through over and along the portion or portions not hereby demised of any adjoining new road or roads and all continuations thereof AND TOGETHER with the right (in common as aforesaid) for the free running and passage of water and soil and drainage through the gutters spouts pipes sewers and drains now or hereafter to be in upon or under the adjoining and neighbouring property of the Underlessors if and so far as necessary for the enjoyment of the premises hereby demised AND TOGETHER ALSO with the right to use (in common as aforesaid) for the purpose of conveying water gas and electricity to and from the premises hereby demised all water pipes gas pipes and conductors of electricity on in or under adjoining and neighbouring land of the Underlessors if and so far as necessary for the enjoyment of the premises hereby demised with liberty to make connections with such water pipes gas pipes and conductors of electricity EXCEPT AND RESERVING unto the Underlessors (in common with the Underlessee and all others entitled to the like privilege) the full and free right of passing and repassing with or without horses and other animals carts wagons motors and other vehicles through over and along the half or halves hereby demised of any adjoining new road or roads as aforesaid AND ALSO EXCEPT AND RESERVING unto the Underlessors (in common as aforesaid) the full and free right of running and passage of water and soil and drainage from the adjoining and neighbouring property of the Underlessors through the gutters spouts pipes sewers and drains upon or under the premises hereby demised with liberty to make connections therewith And the right to use for the purpose of conveying water gas and electricity to and from such adjoining and neighbouring property all water pipes gas pipes and conductors of electricity on in or under the premises hereby demised if and so far as necessary for the enjoyment of such adjoining and neighbouring property AND ALSO EXCEPT AND RESERVED as mentioned in the Lease TO HOLD (except

and reserved as aforesaid) unto the Underlessee from the *twenty fifth* day of *March* One thousand nine hundred and thirty *two* for the term of nine hundred and ninety-nine years YIELDING AND PAYING therefor during the said term the yearly rent of *Five pounds ten shillings* — by equal half-yearly payments on the *twenty fifth* day of *March* — and the *twenty ninth* day of *September* — in every year without any deduction whatsoever (except for landlord's property tax thereon) the first payment to be made on the *twenty ninth* — day of *September* — next and (if necessary) to be a proportionate part in respect of the period then elapsed from the date of this Underlease.

2.—IT is hereby agreed and declared that the Underlessee shall not be entitled to any right of access of light or air to any buildings erected or to be erected on the plot of land hereby demised which would restrict or interfere with the free use of any adjoining or neighbouring land of the Underlessors for building or any other purpose.

3.—THE Underlessee to the intent that the obligations on the part of the Underlessee hereinafter contained shall be binding upon the Underlessee and the successors in title of the Underlessee throughout the term hereby granted hereby covenants with the Underlessors as follows:—

- (A) To pay the said yearly rent hereinbefore reserved on the days hereinbefore appointed without any deduction whatsoever except for landlords property tax thereon.
- (B) To pay all rates taxes charges duties burdens assessments outgoings and impositions whatsoever whether parliamentary parochial local or otherwise which now are or shall at any time hereafter during the said term be charged rated assessed or imposed upon or in respect of the said plot of land hereby demised or any part thereof or any building or buildings at any time erected thereon or on the landlord or tenant in respect thereof (except landlords property tax on the rent hereby reserved).
- (C) To maintain and keep in good and substantial repair on the land hereby demised the said dwelling-house and buildings And in case of fire tempest destruction or decay of or to such dwelling-house or buildings forthwith to rebuild or replace the same with another or other like good dwelling-house or buildings so that at all times during the term hereby granted there shall be upon the said plot of land hereby demised one and not more than one good and substantial dwelling-house with suitable outbuildings drains and sanitary arrangements thereto erected and maintained in conformity with the covenants contained in the Lease.

- (D) To insure and keep insured in some good public fire insurance office in England to be approved of by the Underlessors the dwelling-house and buildings hereby demised and all buildings which may from time to time be standing on the demised land from loss or damage by fire in a sum equal to the full value thereof at the least and on request to produce to the Underlessors the policy or policies of such insurance and the receipt for the premium for the then current year.
- (E) To perform and observe all the covenants and conditions contained in the Lease and henceforth on the part of the lessees thereunder to be observed and performed (except the covenant for payment of the said yearly rent thereby reserved) so far as they affect relate to or are capable of applying to the premises hereby demised and remain to be performed and observed and not to do or suffer any act or thing whereby the Lease may be avoided or forfeited and to keep the Underlessors and their estates and effects indemnified from and against all actions claims costs damages and expenses for or on account of the breach non-performance or non-observance of any of the said covenants and conditions except and so far as aforesaid.
- (F) At the expiration or sooner determination of the term hereby granted peaceably and quietly to deliver up to the Underlessors the said plot of land hereby demised and the buildings thereon well and substantially repaired and kept as aforesaid together with all additions thereto.

4.—THE Underlessors hereby covenant with the Underlessee as follows:—

- (A) That they will at all times during the said term hereby granted pay the said yearly rent reserved by the Lease and perform and observe the covenants and conditions therein contained and henceforth on the part of the lessees thereunder to be observed and performed so far as they relate to or affect such of the premises demised by or held under the Lease as are not hereby demised and will at all times hereafter keep the Underlessee and the estate and effects of the Underlessee fully indemnified from and against all actions claims costs damages and expenses for or on account of the breach non-performance or non-observance of the said covenants and conditions so far as they relate as last aforesaid.
- (B) That the Underlessee paying the said yearly rent hereby reserved and observing and performing the covenants on the part of the Underlessee hereinbefore contained may peaceably hold and enjoy the said plot of land and premises and all buildings erected or to be erected thereon during the said term without any interruption by the Underlessors or any person or persons lawfully claiming under or in trust for them.

5.—It is hereby agreed and declared that the same covenants shall be deemed to be implied by these presents on the part of the Underlessors for the title to and further assurance of the premises hereby demised as if the Underlessors had assured and had been expressed to assure the same as beneficial owners and the Underlease hereby granted were a conveyance for valuable consideration within the meaning of S. 76 of The Law of Property Act 1925.

6.—IF the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after any of the days hereinbefore appointed for payment thereof (whether legally demanded or not) or in case the Underlessee shall not perform fulfil and keep all and every the covenants and agreements herein contained and on the part of the Underlessee to be performed and observed it shall be lawful for the Underlessors into and upon the land hereby demised and the buildings for the time being thereon or any part thereof in the name of the whole to re-enter and the same to have again and re-possess as in their former estate and thereupon this demise shall absolutely determine but without prejudice to any antecedent breach of any of the covenants by the Underlessee and conditions hereinbefore contained.

7.—THE Underlessors hereby acknowledge the right of the Underlessee to production of the Lease and to delivery of copies thereof and hereby undertake for the safe custody thereof.

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 said *Esther Tennant*
in the presence of

C. Downs

*82. Sankey Street
Warrington*

Accountant.

Esther Tennant

