

Dated 7<sup>th</sup> May 1900

Mr Arthur J. Elliot

To

Mr James Dobson

Lease of ground and messuages situate in Bowness Road Walkley Sheffield

Term 800 years

Rent £8 a year

This Indenture made the seventh day of May One thousand and nine hundred between Arthur James Elliot of Sheffield lolerk(?) (hereinafter called 'the lessor' which expression shall include his heirs and assigns where the context so requires or admits) of the one part and James Dobson of Holme Lane in the City of Sheffield Builder (hereinafter called 'the lessee' which expression shall include his executors administrators and assigns where the context so requires or admits) of the other part.

**Witnessed** that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor hereby demises unto the lessee all that piece of ground containing four hundred and fifty five square yards or thereabouts situate in the township of Nether Hallam in the Parish and City of Sheffield bounded on or towards the North West by other grounds of the lessor in part demised to Nelly Loukes and in other part not yet demised on or towards the North East by other ground of the Lessor demised to Victor William Hoodgetts on or towards the South East by Bowness Road and on or towards the South West by other ground of the lessor not yet demised which said piece of ground intended to be hereby demised is more particularly described in the plan drawn on these presents and therein coloured pink **And all** those four messuages or dwelling houses with the outbuildings thereto now in course of erection on the said piece of ground **together** with the appuretenances to the said premises belonging and particularly with a right of foot horse and carriage way over and along Bowness Road aforesaid and a right of drainage in and through the sewer in the said road but not including any right of light or other easements over any adjoining ground of the lessor save as is hereby expressly demised **Except** and reserved to the Lessor such free passage and drainage for water and soil coming from or off any ground or buildings of the Lessor contiguous or near to the demised premises as the Surveyor or Agent of the Lessor shall from time to time direct **And except** and reserved unto the lessor all mines and minerals under the said demised piece of ground with the right to win and get the same by means of underground workings only the person or persons winning or getting the same making full compensation for any injury done thereby to the surface of the demised ground or any buildings for the time being thereon **To hold** the said premises unto the lease for the term of **Eight hundred years** from the twenty fifth day of March On thousand eight hundred and ninety nine **Yielding** and paying therefore the rent of four pounds as and for the rent to the twenty fifth day of March last and thencefore during the said term the yearly rent of Eight Pounds by two equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year clear of all deductions (landlords property tax only excepted) the first of such half yearly payments to be made on the twenty ninth day of September One thousand and nine hundred **And** the lessee hereby covenants with the lessor

that the lessee will pay the said rent at the times and in the manner aforesaid **and** will during the said term pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant in respect of the said premises (landlords property tax only excepted) **and** will at the expense of the lessee before the thirtieth day of May one thousand and nine hundred in accordance with plans and specifications approved by the lessors surveyor erect build and completely finish fit for occupation and thereafter during the said term maintain upon the said piece of ground and fronting to Bowness Road four good and substantial dwelling houses abutting upon the building lines shown on the said plan with proper outbuildings and fences thereto (Provided always that bay windows may extend not more than three feet beyond the said building lines) which dwelling houses and buildings shall be of the value of five hundred pounds at the least when completed **And** that no execution over any building other than those hereinbefore covenanted to be erected and built shall be built upon the said pieces of ground unless the plans thereof shall have been approved of by the lessor or his surveyor and such plans when so approved of shall be followed and adhered to **And** at the expense of the lessee and when and as required by the Lessor and to the satisfaction of his surveyor and with all reasonable speed upon such requisition flag over sets with asphalt a convenient footpath eight feet wide coextensive with the demised premises and adjoining thereto along Bowness Road aforesaid **And also** will during the said term until Bowness Road shall become repairable as a public highway contribute and pay to the Lessor a proportionate part (to be determined by his Surveyor) of the expense of maintaining and keeping the same road with the sewer and side drains thereunder and the said footpath in good repair and wlsso when required dedicating the same as a public highway **And** will at the expense of the lessee at all times during the said term well and substantial repairs and maintain in good condition all buildings and erections erected or to be erected upon the said piece of ground together with all fixtures and additions thereto. And will at the expense of the Lesse insure the said messuages and all buildings which for the time being may be erected on the piece of ground in some reputable Fire Insurance Office in the sum of four hundred pounds at the least and will during the said term keep the same so insured and upon the request of the Lessor from time to time produce to him the policy or policies of such insurance and the receipt for the then current years premium **And** will in case the said dwelling houses and buildings or any of them or any part thereof shall at anytime during the said term be destroyed or damaged by fire and as often as the same shall happen with all reasonable speed lay out and expend the money to be received by virtue of such insurance and such further sum as may be required in rebuilding or repairing and reinstating the same **And** will permit the Lessor and all persons authorised by him to enter and view the condition of the premises at all reasonable times and of any defects of repair then found to give or leave notices upon the said premises for the lessee **And** will within three calendar months after every such notice at the expense of the Lessee well and substantially... repairs and male good all such defects or wants of repair **And** will yield up the premises with all fixtures and additions thereto so well and substantially repaired and maintained at the expiration or other sooner determination of the said term unto the Lessor **And** will at all times during the said term contribute a reasonable proportion towards the expense of making repairing and cleansing all party walls and gutters common and public sewer or drains now belonging or which during the said term shall belong to the premises in common with others **And** will not at any time during the said term use, exercise or carry on or permit or suffer to be used exercised or carried on in or upon the said premises or any par there of any of the trades or businesses of a soap boiler, sugar baker, distiller, dyer, glass maker brick furnaces, tripe boiler or melting tallow chandler or use any building erected or to be erected on any part of the said piece of

ground or permit or suffer any such building to be used as a public or other house for the sale of wine, malt liquors, or spirits to be drunk on the premises or use or permit or suffer to be used the said premises or any part thereof for the making of gas tempering of saws or as a steel or other furnace cast iron or other foundry steam engine house house, public slaughter house for the killing of cattle or for any other noisy or noxious or noisome or offensive trade business or occupation whatsoever without the consent in writing of the Lessor first obtained for that purpose And will not at any time during the said term claim any right of light or other easements over any adjoining ground of the lessor And will upon every assignment or underlease for any term exceeding twenty one years (not being by operation of law without deed) of the said premises or any part thereof within one calendar month after the execution thereof give notice in writing to the Lessor or his solicitors of such assignment or underlease and of the names place of residence and descriptions of the person or persons to whom the said premises or any part thereof shall be so assigned or underleased as aforesaid and pay a fee of ten shillings and sixpence therewith **Provided always** and these presents over upon this condition that if and whenever the said yearly rent hereinbefore ..... or any part thereof shall be in arrears and unpaid for the space of twenty eight days next after either of the half yearly days hereinbefore appointed for payments hereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of these covenants by the lessee hereinbefore contained the Lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of Eight hundred years shall absolutely determine **And** the lessor hereby covenants with the lessee that the lessee paying the said yearly rent hereby reserved and performing and observing all the covenants hereinbefore contained may peacefully hold and enjoy the said premises during the said term hereby granted without any interruption by the Lessor or by any person or persons lawfully or equitably claiming through under or in trust for him **In witness** whereof the said parties to these presents have hereunto set their hands and seals.

A memorial was registered at the West Riding Registry of Deeds at Wakefiled the twenty fifth of July 1900 at 10.0 in the forenoon in Volume 31 Page 740 number 366