

Non-business Lettings**An Agreement** made the EIGHTH day of FEBRUARY

One thousand nine hundred and sixty seven BETWEEN THE BRITISH RAILWAYS BOARD (hereinafter called "the Board") by Thomas Roy Chadwick their District Estate

Surveyor and their duly authorised agent of the one part and John STUART Sutcliffe of 9 Oak Villas, Charlestown, Hebden Bridge, in the West Riding of the County of York.

(hereinafter called "the Tenant" which term shall include Tenants where more than one and the persons deriving title under him or them) of the other part WHEREBY the Board agree to let and the Tenant agrees to take the premises described below and verged blue on the plan annexed hereto including ~~the~~ ~~premises~~ ~~excepted~~ all buildings and erections now or hereafter erected or constructed thereon excepting and reserving to the Board (a) any works and appliances of the Board (b) all rights of advertisement on the outside walls of the premises and (c) the right for the Board to inspect maintain and alter such works appliances and advertisements as aforesaid and to construct under or over the premises such other works and appliances as the Board may deem necessary for the purpose of their undertaking

TO HOLD from the twenty fourth day of June one thousand nine hundred and sixty six on a tenancy determinable as hereinafter mentioned at the yearly rent of One pounds Ten shillings upon the terms and the conditions contained in—

Particulars of the premises hereby let		
Situation	Description	Area
Hebden Bridge adjacent to Oakville Road	land	One hundred and forty four (144) square yards or thereabouts.

1. THE Tenant hereby agrees with the Board as follows:—

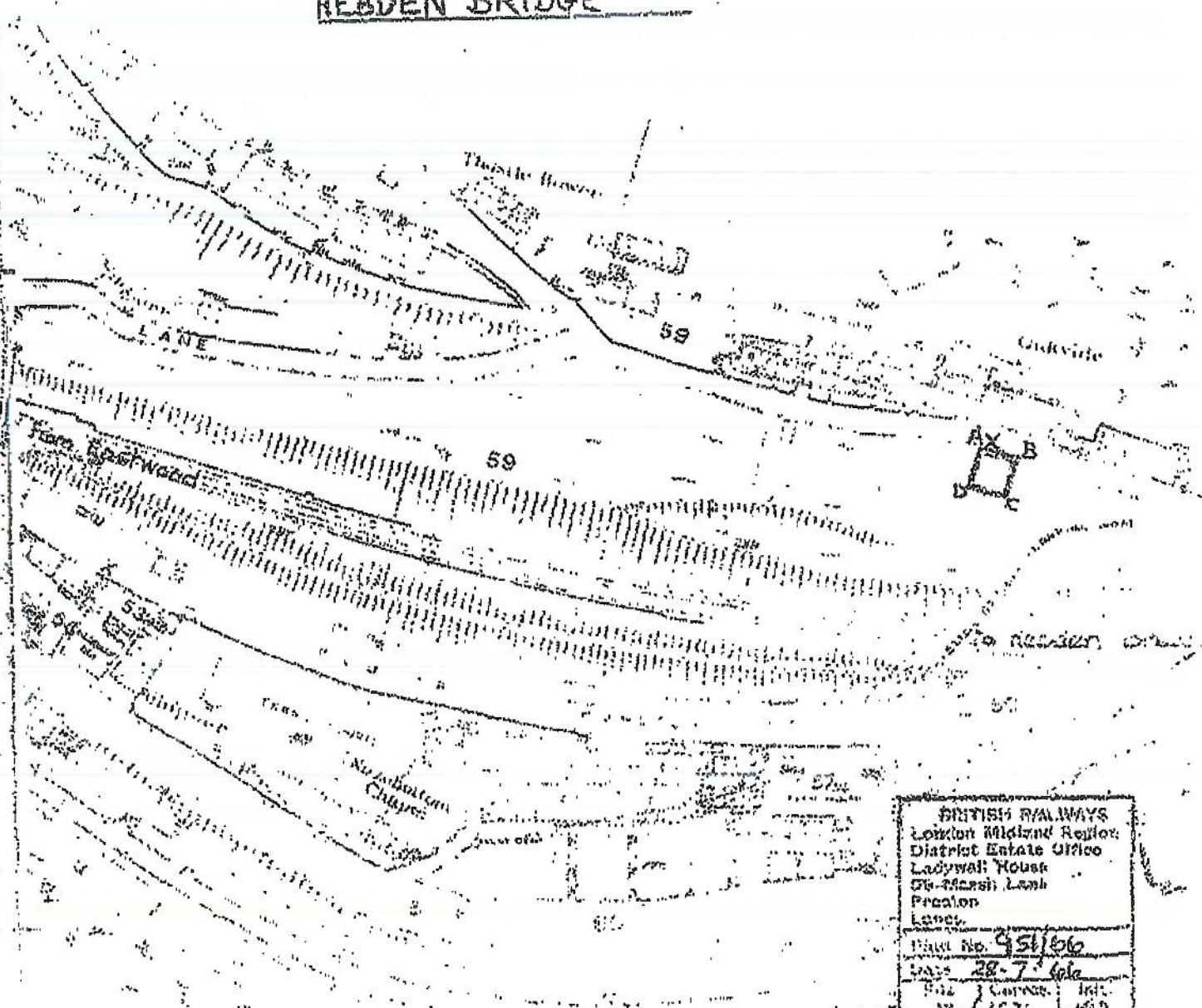
- (i) To pay the rent reserved by equal half-yearly payments on the twenty fourth day of June ~~and the same shall be paid in advance every year the first payment or proportionate payment as aforesaid shall be paid~~ ^{having been} on the twenty fourth day of June 1966 and at the expiration of the tenancy to pay to the Board a proportionate part of the rent up to the day on which the tenancy shall expire if it shall terminate on a day other than one of the said days.
- (ii) To pay all rates taxes charges assessments duties and outgoings whatsoever which now are or during the said tenancy shall be assessed charged or imposed upon the premises or payable either by Landlord or Tenant in respect thereof.
- (iii) Not to use the premises or any part thereof for business purposes or otherwise than for the purposes of ~~clothes drying with permission to cultivate the land~~
- (iv) To keep the premises in good and tenantable repair and condition and subject as hereinafter provided to deliver them up.
- (v) Not to allow refuse to accumulate on the premises but to remove all refuse and keep the premises in a tidy condition to the satisfaction of the Estate and Rating Surveyor (~~London Midland Region~~) of the Board (hereinafter called the "Surveyor") and in case of default the Board may carry out the work and recover the cost thereof from the Tenant.
- (vi) Not to alter the premises or make any additions thereto without the previous consent in writing of the Surveyor.
- (vii) Not to do or suffer to be done in or upon the premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Board or their tenants or the occupiers of any of the adjoining premises or the neighbourhood.
- (viii) Not to make any claim or demand whatsoever on the Board their servants or agents in respect of any damage loss injury or any inconvenience which may be suffered by the Tenant in consequence of the exercise by the Board on their adjoining or neighbouring land of their statutory powers without negligence.
- (ix) Not to assign sublet or part with the possession of the premises or any part thereof.

2. PROVIDED ALWAYS and it is hereby agreed that:—

(i) The Tenancy hereby created may be determined:—

- (a) by either party giving to the other ~~three~~ months previous notice in writing expiring at any time
- (b) by the Board giving to the Tenant fourteen days (or in an emergency twenty four hours) notice in writing to expire at any time in the event of the premises or any part thereof being required for the purposes of their undertaking.
- (ii) If the Tenant has erected or shall with the consent of the Surveyor erect any building or erection on the premises the Tenant shall if so required by the Surveyor remove the same before the termination of the tenancy and shall restore and make good the premises to the satisfaction of the Surveyor and in case of default the Board may carry out the work and recover the cost thereof from the Tenant.

HEBDEN BRIDGE



BRITISH RAILWAYS		
London Midland Region		
District Estate Office		
Ladyswell House		
St. Michael's Lane		
Preston		
Lancs.		
Plot No. 951/66		
Date 28-7-66		
By	Corporation	Int.
132/11524		1966

any such order is shall not be legal for the Board to at any time re-enter upon and take possession of the land.

...the term hereof is to be given to the Board shall be deemed
District Estate
...effectively served upon the Tenant in a registered letter addressed to the Surveyor at
...59 Marsh Lane, Preston in the County of
...or upon such

...the Board may from time to time appoint for that purpose and any notice in
...given by the Board to the Tenant shall be deemed effectively served if
...in a registered letter addressed to the Tenant at his last known place

...in the United Kingdom.

...the Tenancy hereby created is subject to the conditions contained in the
...hereof.

...the Tenant shall on the execution hereof pay the sum of One Pound (£1)

in respect of the cost of preparing and stamping this

...agreement and a counterpart thereof.

...WITNESS the hands of the said Thomas Roy Chadwick

...and the Tenant the day and year first before written

SIGNED by the said Thomas Roy Chadwick

...the presence of:-

Witness: Edward R. R.
Address: 112, WELL HOUSE
59 MARSH LANE
PRESTON

Occupation: Clark

Schedule

1. The tenant shall maintain the existing wall adjoining Oakville Road between the points 'A' 'B' on the said plan.
2. The tenant shall gain access to and egress from the said land by means of the existing aperture in the wall adjoining Oakville Road and marked 'X' on the plan and shall erect and thereafter maintain a substantial gate at the point marked 'Y' which shall be kept securely locked at all times when not in actual use.
3. The tenant shall carry out all work he may be authorised or obliged to undertake under the terms of this agreement at his own cost and to the satisfaction of the Board.
4. If the rent or any part thereof shall be unpaid for 21 days after the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be a breach or non observance by the tenant of any of the agreement's conditions and provisions herein contained then and in any such case it shall be lawful for the Board to at any time re-enter upon and take possession of the land.