

LEASE DATED 1 AUGUST 1864

This Indenture made the first day of August One thousand eight hundred and sixty four Between The Right Honorable Henry Valentine Lord Stafford Baron Stafford of Costessy Hall in the County of Norfolk of the one part and The Right Honorable Edward Richard Baron Hatherton , The Honorable Arthur Wrottesley of Wrottesley in the County of Stafford and Henry Ward of Wolverhampton in the said County of Stafford Esquire of the other part WITNESSETH that for and in consideration of the yearly rent covenants conditions and agreements hereinafter reserved and contained by and on the part and behalf of the said Edward Richard Baron Hatherton Arthur Wrottesley and Henry Ward their executors administrators and assigns to be paid kept done and performed He the said Henry Valentine Lord Stafford DOTH in pursuance and exercise of all powers enabling him in this behalf hereby grant demise lease and set unto the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators and assigns ALL that piece or parcel of Land called Bridge Meadow fronting the Turnpike Road leading from Stafford to Weeping Cross adjoining the Bridge at the Green situate at Forebridge in the Parish of Castlechurch in the said County of Stafford containing by admeasurement One acre three roods and sixteen perches or thereabouts (be the same more or less) and now in the occupation of the said Edward Richard Baron Hatherton Arthur Wrottesley and Henry Ward their assigns or undertenants and which said piece of land is bounded on the North East by the River Sow on the East by the said Turnpike Road on the South by buildings and land belonging to the said Lord Stafford and the Commissioners Sewer and on the West by land now or late belonging to Mr Webb And is delineated in the Map or Plan drawn on the back of the second skin of this Indenture and thereupon colored green And also all that narrow strip or parcel of land now covered with water and used as a Basin to the Wharves And also all that other narrow strip or parcel of land now used as a Towing Path to the River Sow containing by admeasurement twenty two perches And which said last mentioned two narrow strips of land lie between the said piece of Land called Bridge Meadow now used as Wharves and the River Sow and are also delineated in the said Map or Plan And also all that other narrow strip or parcel of land adjoining the said River Sow now also used as a towing path to the said River commencing at the letter **A** and extending from thence on the Northern Side of the said River to the letter **B** both marked on the said Map or Plan And also all that other narrow strip or parcel of land adjoining the said River now also used as a towing path to the said River commencing at the said letter **B** and crossing the said River and extending from thence on the South side of the said River to the letter **C** also marked on the said Map or Plan And also all that other small plot or parcel of land now covered with water forming part of the River Penk and over which is erected a Horse Bridge marked on the said Map or Plan with the said letter **C** and extending thence across the said River Penk on the Northern side thereof to the point marked on the said Plan with the letter **D** And also all that other narrow strip or parcel of land adjoining the said River Sow now also used as a Towing Path to the said River commencing at the said letter **D** and extending from thence on the South side of the said River Sow to the letter **E** also marked on the said Map or Plan And also all that other piece or parcel of land containing three roods and three perches or thereabouts commencing at the said River Sow at the said letter **E** and extending from thence to the Staffordshire and Worcestershire Canal at a point also marked on the said Map or Plan with the letter **F** and coloured thereupon Green

and such piece now forms part of a Branch Canal and Towing Path and Embankment thereto and on part whereof is erected a Lock and which said piece of Land is now in the possession of the said Edward Richard Baron Hatherton Arthur Wrottesley and Henry Ward and is part of a certain Meadow formerly purchased by the late Lord Stafford then Sir George William Jerningham Baronet of and from John Box Esquire and is situate in the Parish of Beswick in the said County of Stafford Together also with full and free liberty power authority and privilege of conveying coals lime goods wares merchandize produce and other articles matters and things in Boats Barges and other Vessels upon the said River Sow and the River Penk or either of them to and from the place where the said water communication is made between the said Rivers and the said Staffordshire and Worcestershire Canal to and from and into the said piece or parcel of land called Bridge Meadow and the Basin adjoining thereto And also all that the right of and the free and uninterrupted navigation by boats barges or other vessels in upon and through the said Branch Canal now made in upon or over the land of the said Lord Stafford for the purpose of facilitating the Navigation as well of the said River Sow as of the River Penk or either of them by connecting the same with the said Staffordshire and Worcestershire Canal And also the full and free liberty right power and privilege of widening the Banks of the said River Sow or both or either sides thereof and of repairing and amending the same and of scouring deepening and opening the said River Sow and the Bed Banks and sides thereof and of laying the soil upon the sides or Banks of the said River doing thereby as little damage as may be to the Grass there growing or being and making reasonable compensation for all damage occasioned thereby And also the liberty right power and privilege of using a towing path of the breadth of twelve feet upon and over the Lands of the said Lord Stafford in and upon the embankment there adjoining to the said Rivers Sow and Penk hereinbefore described Together with all other rights privileges advantages and appurtenances whatsoever to the hereditaments and premises hereby intended to be granted and demised belonging or in anywise appertaining TO HAVE AND TO HOLD the said lands hereditaments liberties rights powers and privileges and other the premises hereby granted and demised or intended so to be with their and every of their appurtenances unto the said Edward Richard Baron Hatherton Arthur Wrottesley and Henry Ward their executors administrators and assigns from the twenty fifth day of March now last past for and during and unto the full end and term of twenty one years from thence next ensuring and fully to be complete and ended subject nevertheless to the proviso hereinafter contained Yielding and paying therefor unto the said Henry Valentine Lord Stafford his heirs and assigns yearly and every year during the said term hereby granted the clear yearly rent or sum of One hundred and thirty pounds sterling by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year the first half yearly payment thereof to be made upon the twenty ninth day of September next without any deduction or abatement whatsoever for taxes or otherwise howsoever save as in these presents is mentioned. AND the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward for themselves respectively and for their respective heirs executors and administrators do hereby Covenant promise and agree with and to the said Henry Valentine Lord Stafford his heirs and assigns that they the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward or some or one of them their or some or one of their executors administrators or assigns shall and will well and truly pay or cause to be paid unto the said Henry Valentine Lord Stafford his heirs or assigns the said yearly

rent or sum hereinbefore reserved and made payable on the days and in manner hereinbefore expressed without any deductions or abatement whatsoever for taxes or otherwise howsoever save as in these presents is mentioned And also that they the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators and assigns shall and will well and truly pay bear and discharge all and all manner of Taxes levies rates assessments and impositions whatsoever which now are or during the continuance of this demise shall be taxed levied rated assessed or imposed upon or payable by the tenant or occupier for or in respect of the said hereby granted and demised lands hereditaments liberties rights powers privileges and other the premises or any of them by authority of Parliament or otherwise howsoever save and except land tax and the property or income Tax whether already imposed or hereafter to be imposed upon the said premises hereby intended to be demised or upon any part or parts thereof AND ALSO that they the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns shall and will during the term hereby granted permit and suffer the said Water communication to be and remain open except at such time or times as the same shall be under repair or being cleansed and to be used by any person or persons whomsoever at his and their free wills and pleasure for the purpose of conveying coals lime articles commodities matters and things along the same but subject nevertheless to every person so using the said water communication paying to the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns or to other the person or persons legally entitled the tonnage dues imposed or to be imposed for the right and privilege of using the said water communication and navigating boats barges or other vessels along or over the same AND FURTHER that

(Second Sheet)

THEN the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns shall and will during the said term hereby granted at their own proper costs and charges maintain preserve and keep the embankments now used as a Towing Path as aforesaid and every part thereof in good order repair and condition and not in any way or manner howsoever permit or suffer the same or any part thereof to be reduced below the present level or which shall or may at any time hereafter be thought requisite or necessary under or by virtue of the powers and provisions of an Act of Parliament made and passed in the fortieth year of the Reign of his Majesty King George the third for embanking and draining the said Lands and other Lowlands in the Parish of Castlechurch and elsewhere and for other purposes therein mentioned And shall not nor will during the said term hereby granted in any manner howsoever impair impede injure damage or interfere with any works of drainage embankment or other works whatsoever now done or executed or which shall or may at any time hereafter be done or executed under or by virtue of the powers and authorities contained in the said Act of Parliament or in any other manner interrupt or impede the execution of any such works of drainage embankment or other works consistent with these presents which shall or may be deemed requisite or necessary to be done for floating watering draining or improving any part of the Lands of the said Henry Valentine Lord Stafford his heirs or assigns AND further that they the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns shall and will at their own costs and charges keep and maintain the Lock and Canal made upon the said Lands so purchased by the said late Lord Stafford from the said John Box and the fences to the

same and maintain and keep in good order and repair all such Bridges as are now or at any time hereafter shall be erected over any part of the said Canal by the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns for the purpose of conveying hay grass or other produce and cattle to and from the Lands adjoining thereto and at the end expiration or other sooner determination of the said term hereby granted leave and yield up unto the said Henry Valentine Lord Stafford his heirs or assigns in such good order and repair all and every the said Lock and all erections and buildings of what nature or kindsoever which now are erected or being in or upon the said premises hereby demised to and for his and their own use and benefit without any compensation or equivalent being paid or required for the same PROVIDED ALWAYS and these presents are upon this condition nevertheless that if the said yearly rent or sum of One hundred and thirty pounds hereinbefore reserved and made payable or any part thereof shall be behind or unpaid wholly or in any part by the space of twenty days next over or after either of the said days or times whereon the same is or are hereinbefore reserved or made payable (being first lawfully demanded upon or at any time after the said twenty days and not paid when demanded) and no distress or distresses can or may be found had or taken upon the said hereby demised premises sufficient to pay and satisfy the same then and from thenceforth it shall and may be lawful to and for the said Henry Valentine Lord Stafford his heirs or assigns into and upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in his or their former estate or estates and the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators and assigns and all other occupiers of the said demised premises or any part thereof thereout and from thence utterly to expel put out and amove and thenceforth the term hereby created and the liberties rights powers and privileges hereby granted and every one of them shall cease determine and be void to all intents and purposes anything herein contained to the contrary thereof in anywise notwithstanding PROVIDED also and it is hereby declared and agreed by and between the said parties to these presents that nothing herein contained shall extend or be construed to extend to authorise or empower the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward or any or either of them their or any or either of their executors administrators or assigns to exercise or use any right of Fishery in the said Rivers Sow and Penk or either of them or to use the said waters or the said towing path in any other manner or for any other purpose than that and those hereinbefore expressed nor in any manner to prevent or hinder the said Henry Valentine Lord Stafford his heirs or assigns or his or their Tenants or other person or persons by or with his or their license or permission from fishing in the said Rivers or either of them or from using or employing the waters thereof for the Conveyance of any Coal Lime goods wares merchandize or produce or other articles matters and things in boats barges or other vessels (he or they paying the Tonnage dues imposed or to be imposed as other persons are liable to do) or for irrigating the Meadows or other Lands of him the said Henry Valentine Lord Stafford adjoining the said Lock or Canal or otherwise in such manner and for such reasonable purposes consistent with this present Lease or demise as he or they or any of them shall from time to time think fit or proper so as the said waters be not by any such use reduced below the ordinary level which may be necessary for the passage of such boats barges or other vessels whether laden or unladen as may be employed thereon and so that the Navigation of the said Rivers be not by him or them obstructed or impeded any thing herein

contained to the contrary notwithstanding AND the said Henry Valentine Lord Stafford for himself his heirs executors administrators and assigns doth hereby covenant promise and agree to and with the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators and assigns that they the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators and assigns well and punctually paying the said rent hereby reserved as and when the same shall become payable as aforesaid and observing fulfilling performing and keeping all and every the covenants provisoes and agreements herein contained which on their powers or behalves are or ought to be observed fulfilled performed and kept according to the true intent and meaning of these presents shall or lawfully may peaceably and quietly have hold occupy possess and enjoy the said lands and hereditaments liberties powers rights and privileges and other the premises hereby demised and granted for and during the said term hereby granted without any let suit trouble denial eviction interruption or disturbance of from or by the said Henry Valentine Lord Stafford his heirs assigns or of from or by any person or persons whomsoever PROVIDED ALWAYS and it is hereby agreed and declared between and by the said parties hereto that it shall and may be lawful to and for the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward their executors administrators or assigns at the expiration of the first seven or fourteen years of the said term of twenty one years on giving notice in writing of such purpose and intent to the said Henry Valentine Lord Stafford his heirs or assigns at least six calendar months before the expiration of such seven or fourteen years to determine and make void these presents and the said term hereby granted anything herein contained to the contrary thereof notwithstanding

IN WITNESS whereof the said Henry Valentine Lord Stafford hath hereunto set his hand and seal and the said Edward Richard Baron Hatherton Arthur Wrottersley and Henry Ward have to a Counterpart hereof set their hands and seals the day and year first before written.

[Checked: David Jones, Norman Cooper, Bob Bowden: 07/03/1998]