

UNDERLEASE DATED 12 DECEMBER 1895
(From 25 March 1893 to 25 March 1906)

THIS INDENTURE made the twelfth day of December One thousand eight hundred and ninety five **BETWEEN The Right Honourable Arthur Baron Wrottesley and Henry Ward** of Rodbaston Penkridge in the County of Stafford Esquire (hereinafter called "the Lessors") of the one part and **Henry Michael Belcher** of Gnosall in the said County of Stafford Coal Merchant (hereinafter called "the Lessee") of the other part **WHEREAS** by an Indenture of Lease dated the twenty first day of June One thousand eight hundred and eighty six and made between The Right Honourable Augustus Frederick Fitzherbert Baron Stafford by Basil Thomas Fitzherbert and the Right Honourable Simon Lord Lovatt the Committees of his estate of the one part and The Right Honourable Edward Richard Baron Hatherton The Right Honourable Arthur Baron Wrottesley and Henry Ward of the other part After reaching that by an Order dated the thirtieth day of March One thousand eight hundred and eighty five made in the matter Lunacy of the said Augustus Frederick Fitzherbert Baron Stafford it was amongst other things ordered that those presents should be granted It was witnessed that for the considerations therein mentioned He the said Augustus Frederick Fitzherbert Baron Stafford as tenant in fact (?) of the said hereditaments acting by the said Basil Thomas Fitzherbert and Simon Lord Lovat as such Committees as aforesaid pursuant to the said Order did thereby grant demise lease and set unto the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns inter alia All that piece or parcel of land rights powers and privileges hereinafter described and intended to be hereby demised To hold the same unto the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns from the twenty fifth day of March One thousand eight hundred and eighty five for the term of twenty one years at the yearly rent and subject to the covenants and provisions therein contained **AND whereas** the said Edward Richard Baron Hatherton died on the third day of April One thousand eight hundred and eighty eight **AND whereas** the Lessors have agreed to grant the Lessee an underlease of the said premises in manner hereinafter expressed **NOW this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the rent hereinafter reserved and of

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the covenants and agreements by the Lessee hereinafter **to be (?)** contained The Lessors hereby grant demise lease and **???** set unto the Lessee. **All** that piece or parcel of land called Bridge Meadow (now used as Wharves) 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 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 of Sewers and on the west by land now or late belonging to Mr Webb and is delineated in the Map or plan endorsed on these presents and thereupon coloured green Together with the right and liberty to use the Canal Basin adjoining the said Wharves Together also with liberty power and authority subject to payment of tolls and dues as hereinafter provided to convey coals lime and merchandise 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 water communication is made between the said Rivers and the Staffordshire and Worcestershire Canal to and from and into the said piece or parcel of land called the Bridge Meadow and the Basin adjoining thereto and also the liberty to use the existing Towing path along the said River Sow and the Branch Canal Together with liberty for the Lessee to build erect and maintain on or near to the said Wharves hereinbefore expressed to be hereby demised all such buildings erections and machinery as may be necessary or convenient for the use of the Wharves and the business thereof. And with liberty (so far as the Lessors have power to grant the same but not further or otherwise) to take down remove and carry away the same buildings erections and machinery at the expiration or sooner determination of the term hereby granted Together with all rights easements and appurtenances whatsoever to the said premises belonging or appertaining Except and reserved nevertheless out of this demise full and free right at all times for the Lessors and all other persons whomsoever to use without hindrance or interruption by the Lessee one boats length of the said Canal Basin and sufficient Wharf Room adjoining thereto for loading and unloading on payment to the Lessee of

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Wharfage at the rate of Two shillings and six pence for each boat loaded or unloaded in the said Basin and reasonable demurrage on all goods not removed from the Wharf within twenty four hours **To hold** the said hereditaments and premises hereinbefore expressed to be hereby demised Subject and except as aforesaid unto the Lessee for the term of twelve years and nine months to be computed from the twenty fifth day of March One thousand eight hundred and ninety three **Yielding and Paying** during the said term the yearly rent of One hundred pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth of September the next payment to be made on the twenty fifth day of March next **And** the Lessee hereby covenants with the Lessors in manner following (that is to say) that the Lessee will pay the rent hereby reserved on the days and in the manner aforesaid And will also pay and discharge all rates taxes and assessments whatsoever now or hereafter to become payable in respect of the premises hereby demised (except land tax and landlord property tax) And also during the said term hereby granted to maintain preserve and keep the said Wharves and all buildings and erections which now are or at any time hereafter during the continuance of the term hereby granted shall be in and upon the same in good order and repair reasonable wear and tear only excepted And shall and will at all times during the continuance of the term hereby granted allow the public the uninterrupted use of one boats length of the said Canal Basin and sufficient Wharf room adjoining thereto for loading and unloading on payment of Wharfage at the rate of Two shillings and six pence for each boat to be loaded or unloaded in the said Basin and reasonable demurrage on all goods not removed from the Wharf within twenty four hours **Provided** nevertheless that the said Lessee shall not be bound to provide more than one boats length at a time And shall and will carry on continuously (interruption by frost or drought only excepted) a coal trade at the said Wharves and keep the same stocked and supplied with a sufficient quantity of coal and will during the said term convey all the coal supplied to the said Wharves by the Canal and Rivers and not by Railway except in case of interruption of traffic on Canal and River or either of them by frost or drought or other

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cause beyond the control of the said Lessee And shall not nor will during the said term hereby granted carry on either alone or in partnership or as Agent the trade of a Coal Merchant at the Railway Station or elsewhere in Stafford aforesaid And shall

not nor will during the said term hereby granted use the said Wharves and hereditaments for any other purpose than the sale of coal and other minerals and general merchandise And shall and will during the said term hereby granted at his own proper cost and charges maintain preserve and keep the Boundary wall against part of the Towing Path aforesaid and any part thereof in good order repair and condition And also will at the end or sooner determination of the said term hereby granted deliver up to the Lessors the said demised premises in such good order and repair as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained **Provided always** and it is hereby agreed and declared that during the continuance of the term hereby granted the said Lessee shall be entitled to navigate the said River Sow and the Staffordshire and Worcestershire Canal on payment of a toll of Ten pence three farthings per ton subject to a rebate of Four pence three farthings per ton in respect of all coal and minerals conveyed by him from Haywood to Stafford and that such rate shall be subject to reduction in the same proportion as the Canal Company shall from time to time reduce the toll to other freighters on similar traffic between the same points **Provided also** that nothing herein contained shall authorise the Lessee or his workmen to fish in the said River Sow and Penk or the said Branch Canal or to use the waters thereof or the said Towing Path otherwise than for the purposes herein expressed And that in case the trade of the Lessee on the said demised premises cannot be carried on at a profit it shall be lawful for the Lessee at the end of any year of the said term hereby granted to determine this demise upon giving one years previous notice in writing of his intention to the Lessors and on paying the rent hereinbefore reserved and performing and observing the covenants and agreements by the Lessee hereinbefore contained up to the day of the said term being so determined And that in

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case the said River Sow or Branch Canal shall at any time during the continuance of the term hereby granted cease to be navigable for a period of twenty one days it shall be lawful for the Lessee to determine the term hereby granted upon giving to the Lessors three months notice in writing and upon payment of the rent hereby reserved and performance of all and singular the covenants by the Lessee herein contained up to the time of the expiration of such notice **Provided also** that if and whenever any part of the said rent hereinbefore reserved shall be in arrear for forty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants or agreements by the Lessee herein contained the Lessors may reenter upon any part of the said premises in the name of the whole and thereupon the said term hereby granted shall absolutely determine **And** the Lessors do hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants by the Lessee hereinbefore contained may peaceably and quietly hold and enjoy the said premises during the said term without any interruption by the Lessors or any person lawfully claiming through them **And also** that the Lessors shall and will during the said term hereby granted at their own proper cost and charges as and when the same shall become necessary properly dredge cleanse and keep open for navigation the said Canal Basin and 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 be thought requisite or necessary under or by virtue of the powers and provisions of an Act of Parliament passed in the

40th year of the Reign of King George the 3rd for embanking and draining the said lands and other low lands in the Parish of Castlechurch and elsewhere **And also** that in case the Lessee shall elect to leave on the said premises at the expiration of the term hereby granted any buildings or erections removable by him they the Lessors shall and will take and purchase such buildings and erections at a valuation to be made in case of difference under the Arbitration Clause next hereinafter contained **Provided also** that if any dispute question

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difference or controversy shall arise between the parties to these presents relating to these presents or any clause or thing herein contained or the construction hereof or any matter in any way connected with these presents or the operation hereof or the rights duties or liabilities of either party in connection with the premise then and in every or any such case or dispute the matter in difference shall be referred to two Arbitrators or their Umpire and such reference shall be considered a reference to arbitration within the meaning of the Arbitration Act 1889 and be subject to the provisions of the said Act **And it is declared** that all rights and obligations of the Lessors and Lessee respectively under these presents shall be incident to the reversion expectant on this Lease and the leasehold interest hereby created respectively and shall pass and devolve therewith on every alienation or devolution 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 Henry Michael Belcher
in the presence of
W^m Morgan (?)
Solicitor Stafford

Henry Michael Belcher (seal)

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Ref: Sow Navigation Underlease 1895

Checked by Bob Bowden, Norman Cooper and David Jones: January 2004