

2014/63-9

Dated the 30th day of January 180

Messrs S. A. Thompson
and others

to

Messrs G. H. Pinner, G. B. Kingly
and J. G. Peary

Lease

of Rooms at Hales Owen
in the County of Worcester

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This Indenture

made the Thirtieth day of January, One thousand eight



Between Samuel Rock Thompson of Smethurch in the County of Stafford Gentleman Edward Becker of Birmingham in the County of Warwick a Solicitor Alfred Tompkins of Stals Owen in the County of Worcester a Solicitor and Hugh Richard Hill of Stals Owen aforesaid Surgeon (hereinafter called **the** "the lessors") which expression shall extend where the context may require a different construction be deemed to include every person for the time being entitled to the premises hereby demised or reversion expectant on the term hereinafter granted) of the one part and Philip Charles Bloomer of Stals Owen aforesaid Gentleman George Benjamin Knightley of Stals Owen aforesaid Iron Master and John George Reay of Stals Owen aforesaid Manufacturer (hereinafter called "the lessees" which expression shall be deemed to include their executors administrators and assigns) of the other part **Whereas** a Club has recently been formed at Stals Owen aforesaid called the Union Club and the said lessees have

been appointed the Trustees thereof
Witnesseth that in consideration of
the rent hereinafter reserved, and the
covenants hereinafter contained, and on
the part of the lessors to be observed
and performed. They the lessors do hereby
grant and demise unto the lessees
All those newly erected club rooms
(being a portion of the said
Billiard Room and Assembly Rooms
lately erected by the lessors, consisting of a
Billiard Room, Reading Room Bar or Non
Room, and lavatory, and also the Landing
leading from the staircase hereinafter
mentioned, to the said Club Rooms, together
with the joint use of a closet in the yard,
the stairs leading to the said Club rooms
and of a cellar situate under the stage of
the said Billiard Hall with a right of way
thence in common with the lessors and the
inhabitants of the adjoining premises and
also together with the exclusive use and
enjoyment of the parties now in, and
about the said premises, Excepting and
always reserving unto ~~the~~ of this demise
unto the lessors, and the ground landlord
for the time being the right of ingress egress
and regress unto upon and out of the

said premises at all reasonable times during the continuance of this demise to inspect and see the condition of the said premises and subject also to any other rights of the ground landlord for the time being **To hold** the same unto the lessees for the term of Five years from the First day of January instant determinable nevertheless as hereinafter mentioned -
Holding and paying therefor yearly and every year during the continuance of this demise unto the lessors the rent of Sixteen Pounds by equal half yearly payments on the First day of January and the First day of July the first payment to be made on the First day of July next. And the lessees do hereby covenant with the lessors that they the lessees will during the said term pay unto the lessors the said yearly rent of Sixteen Pounds on the days and in the manner aforesaid free from any deductions whatsoever. And will at all times during the said term at their own cost after the said premises have been painted papered and coloured by the lessors repair the interior of the said premises with the paint paper locks drains glass and fixtures with

all manner of necessary reparations whatsoever and will, at the expiration or sooner determination of the said term peacefully yield up unto the lessors the said premises in as good state and condition as the same now are reasonable wear and tear and damage by fire or act of God excepted. And will not assign or underlet the said premises at any time, ^{or} carry on or permit to be carried on any trade or business or permit the said premises to be occupied in any other manner than as a private club house which has for its object the social intercourse and Union of Gentlemen of Kales Owen and the surrounding district. And will not do or permit to be done in or upon the said premises any acts or any other act or thing which may ^{be} or may become a nuisance or annoyance to the lessors or their under-tenants or whereby a breach of any covenant or condition might be committed under the ground lease and will not during this demise sell by auction in or upon the said premises any goods chattels or effects whatsoever. Provided always and it is hereby declared that if the said yearly rent of Taker Pounds or any part thereof shall be in arrear for the space

of one Calendar month next after any of the days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be any breach of any of the covenants hereinbefore contained and on the part of the lessees to be observed and performed then and in any such case it shall be lawful for the lessors at any time thereafter into and upon the said 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 their former estate. And it is hereby declared that if this lease shall be re-terminated by a re-entry under the foregoing power the lessees shall pay a proportionate part of the said rent from the last half yearly day up to the day of such re-entry. Provided always and it is hereby declared that if the lessees shall be desirous of determining this demise at the end of the first year or of any subsequent half year of the said term and of such their desire shall give to the lessors six Calendar months previous notice in writing then and in such case the said term hereby granted shall absolutely cease and determine but subject

to the rights and remedies of the lessors
for or in respect of any rent in arrear or
any breach of any of the lessees covenants
Provided always and it is hereby declared
that if the lessees shall be desirous of taking
a renewed lease of the said premises for
the further term of five years from the
expiration of the term hereby granted and
of such their desire shall prior to the
expiration of the said term give to the lessors
six calendar months previous notice in
writing and shall pay the rent reserved
by and perform the covenants by the lessees
hereinbefore contained up to the expiration
of the term hereby granted. They the
lessors will at the costs of the lessees demise
to them the said premises for the further
term of five years subject to the same covenants
and provisions except this present covenant
as are herein contained at the yearly rent
of Sixteen Pounds with an additional
Five Pounds for every ^{four} ordinary yearly members
of the said Union Club over and above the
first Twenty ordinary yearly members
for the time being. And the lessors do
hereby covenant with the lessees that they
the lessees paying the said yearly rent of
Sixteen Pounds in manner aforesaid and

observing and performing all the covenants
hereinbefore contained shall and may
peaceably and quietly hold and enjoy
the said premises during the said term
without any interruption by the lessors or
any person claiming by or under
them (save and except as aforesaid) **And**
also that they the lessors will within eight
Calendar months from the execution of
these presents paper paint and colour
the interior of the said premises hereby
demised **And** also during the continuance
of this demise will keep the exterior of the
said premises in good and tenant able
repair and condition **Provided always**
and it is hereby further agreed that if the
said club room and premises shall at
any time during the continuance of this
demise be destroyed or rendered so
uninhabitable by fire or act of God then
the payment of the rent hereby reserved
shall be suspended until the said
premises shall have been re-instated
and again rendered fit for habitation
but ^{such} rent shall not be suspended if the
said premises or any part thereof shall
be destroyed through the negligence of the
lessors or of any member of the said Club or

their servants or workmen **In witness**
whereof the said parties to these presents
have interchangeably set their hands and
seals the day and year first before written

Sam Thompson

Thos Darter

Alfred Kempfay

Hugh Richard Her



Signed, sealed and delivered by the before named
Alfred Kempfay and Hugh Richard Her in the presence
of.

Chas. Dakin.
Great View
Cradley.

Signed sealed and delivered by the
before named Samuel Rock Thompson, and
Edwin Daker in the presence of.

Thomas Darty. 54 Colmore Row Birmingham.