

DATED 18th December 1956.

THE URBAN DISTRICT COUNCIL OF
NORTHWICH

_____ and _____

MR. C. H. BEECH

Counterpart

A G R E E M E N T

relating to the tenancy of
land at the rear of No. 103
Queensgate Northwich in the
County of Chester.

(91A)

Harold Grantham,
The Council House,
Northwich.



Hand 11 *Be Thence*

A N A G R E E M E N T made the *eighteenth* ~
day of December One thousand nine hundred and fifty-six
BETWEEN THE URBAN DISTRICT COUNCIL OF NORTHWICH in the
County of Chester by the hand of Harold Grantham their
Clerk for the time being (hereinafter called "the
Council") of the one part and CHARLES HERBERT BEECH of
103 Queensgate Northwich aforesaid Assistant Technical
Officer (hereinafter called "the Tenant") of the other
part

WHEREBY IT IS AGREED as follows:-

1. THE Council agree to let and the Tenant agrees to take
from the first day of December One thousand nine hundred
and fifty-six ALL THAT piece or parcel of land situate at
the rear of property known as Number 103 Queensgate
Northwich in the County of Chester containing in the whole
Two hundred and forty-five square yards or thereabouts and
for purposes of identification more particularly
delineated and described on the plan annexed hereto and
thereon edged red.
2. THE tenancy shall be a half-yearly tenancy terminable
by either party by six months' notice in writing expiring
at any time.
3. THE rent shall be five shillings per annum and shall be
paid yearly in advance on the first day of December the
first payment to be made on the signing of this Agreement.
4. THE Tenant hereby agrees with the Council as follows:-
(a) To pay the said rent at the times and in the manner
aforesaid.

- (b) To pay all rates taxes assessments and outgoings payable in respect of the said property during the tenancy land tax and landlord's property tax only excepted.
- (c) If called upon by the Council to do so to fence off the unenclosed boundaries of the said land to the reasonable satisfaction of the Council's Surveyor and at all times thereafter to repair and keep in tenant-able repair and condition all such fencing and any existing fences belonging to the Council abutting upon the said land and the gates and drains in or upon the said land.
- (d) To use the said land as an allotment or garden only and to keep the same in a clean and tidy condition.
- (e) Not without the consent in writing of the Council to erect any building or structure on the said land.
- (f) That no claim for compensation shall be made against the Council on the termination of this Agreement by reason of the user of the said land as hereinbefore mentioned.
- (g) Not to assign underlet or part with the possession of the said land or any part thereof without the consent in writing of the Council.
- (h) Not to do or permit or suffer anything in or upon the said land which may be or become a nuisance annoyance or cause of damage to the Council or to the owners or occupiers of adjacent or neighbouring property.

- (i) To permit the Council and their agents and workmen at all reasonable times to enter upon the said land to view the same or for any purpose whatever and to remedy forthwith any defect arising from a breach or non-observance of any of the Tenant's stipulations herein contained of which notice in writing shall be given to him.
- (j) To yield up the said land at the termination of the tenancy in such a state of cultivation management and otherwise as shall be in compliance with the Tenant's obligations hereinbefore contained and to remove forthwith from the said land any buildings structures and fences erected thereon by the Tenant and all vegetables flowers bulbs and other property of the Tenant on the said land.

5. THE Council hereby agree with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the several conditions and stipulations herein on his part contained shall peaceably hold and enjoy the said premises during the continuance of this Agreement without any interruption by the Council or any person lawfully claiming under or in trust for them.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the said rent or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the conditions or stipulations on the Tenant's part herein contained shall not be performed or

observed then and in either of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the said land or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by the said Charles Herbert

Beech in the presence of:

C. H. Beech.

C. J. Capper.

8 William St.,

Northwich

Bus Driver



PLAN
REFERRED
TO

CONGREGATIONAL
CHURCH

CASTLE
FARM

AREA EDGED RED
245 SQ. YDS OR
THEREABOUTS.

QUEENSGATE

Nº 103

ALLOTMENTS

T.P.

SCALE $\frac{1}{500}$ OR 41.66 FEET TO AN INCH

DRAWING Nº 591.
TRACING Nº 241.