

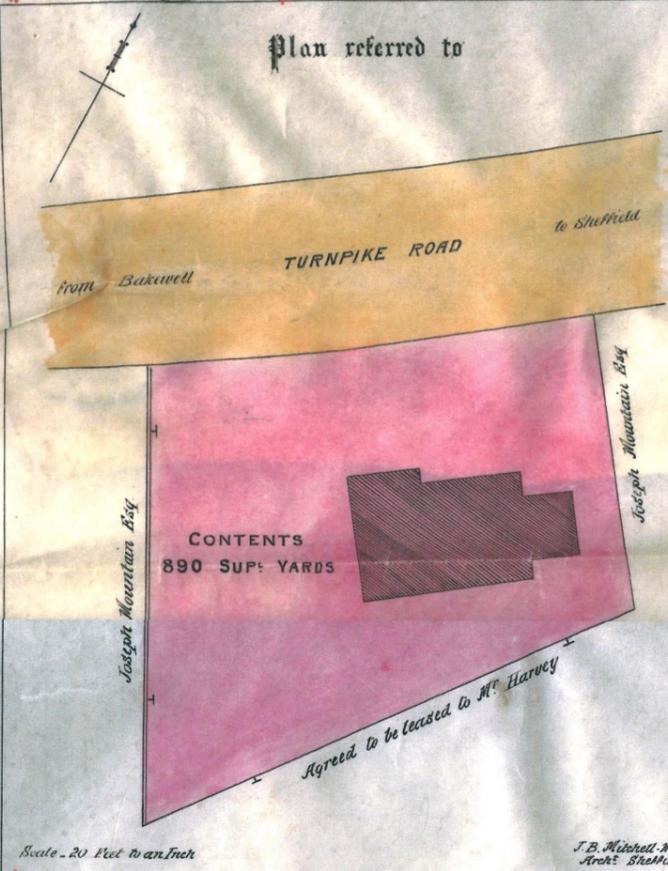
His Indenture

made the eleventh day of June one thousand eight hundred and seventy nine Between Joseph Mountain of Silverdale near Topley in the County of Derby Gentleman of the one part and JOHN HARVEY of Topley aforesaid Builder of the other part **Witnesseth** that for the considerations hereinafter appearing The said Joseph Mountain doth hereby demise and lease unto the said John Harvey his executors administrators and assigns **All** that piece of ground situated at or near Topley aforesaid part of two closes of ground called respectively the Barnfield and the Long field or one of them bounded on or towards the North West by the Turnpike Road leading from Sheffield to Bakewell on or towards the North East and South West by other ground of the said Joseph Mountain not yet demised and on or towards the South East

by other ground of the said Joseph Mountain demised or agreed to be demised to the said John Harvey which said piece of ground contains in the whole exclusive of any part of the adjoining Road Eight hundred and ninety superficial square yards or thereabouts and is more particularly delineated on the plan drawn in the margin hereof and therein colored pink. And also all the messuages or dwellinghouses and all other erections now erected or in the course of erection upon the said piece of ground TOGETHER with the rights easements and appurtenances to the said premises belonging or in anywise appertaining **Except** all mines of Coal and ironstone and other minerals and all liberties of working getting and carrying away the same and of making pits and other works for the purpose of the working and enjoyment thereof and in under or concerning so much and such parts of any of the said piece of ground as were allotted under and by virtue of an Act of Parliament made and passed in the second year of the Reign of Her present Majesty Queen Victoria entitled "An Act for enclosing lands in the Manor and Township of Topley in the Parish of Tinsford in the County of Derby" or the Award of the Commissioners appointed in and by the same Act which said mines minerals and liberties were in and by the same Act excepted and reserved or granted to the Lord of the Manor of Topley aforesaid.

To hold the said hereby demised premises unto the said John Harvey his executors administrators and assigns for the term of Eight hundred years from the twenty fifth day of March one thousand eight hundred and seventy nine **yielding and paying** yearly during the said term the clear yearly rent of Nine pounds seven shillings and five pence by equal half yearly payments on the twenty fifth day of March and the twenty fifth day of September in every year the first of such half yearly payments to be made on the twenty fifth day of September next. And the said John Harvey for himself his heirs executors administrators and assigns doth hereby covenant with the said Joseph Mountain his heirs and assigns in manner following that is to say That he the said John Harvey his executors administrators and assigns will throughout the said term pay the said rents at the times and in manner as and in which the same rents are hereinbefore reserved and made payable. And duly pay all present and future taxes rates and assessments whatsoever upon or in respect of the hereby demised premises the said lands property tax only excepted. And will within six calendar months from the date hereof in a substantial workmanlike and suitable manner build complete and render fit for habitation upon the hereby demised piece of ground messuages dwellinghouses or other buildings (including those now erected or in the course of erection as aforesaid) with all subbuildings walls fences footpaths drains fittings and furnishings necessary and suitable thereto according to plans and elevations which either have been or before building is commenced shall be submitted to and approved by the said Joseph Mountain his heirs or assigns or his or their Surveyors which several erections shall be and continue throughout the said term of the value of Three hundred pounds at the least. And particularly will forthwith erect and henceforward maintain good and sufficient fence walls along such parts of the North Eastern and South Western boundaries of the hereby demised piece of ground as may not be occupied by buildings to the satisfaction of the said Joseph Mountain his heirs or assigns or his or their Surveyor and lay down a good flagged or asphalted or brick footpath along the side of the Turnpike Road aforesaid next adjoining the same piece of ground so far as the same road runs along the same piece of ground to the satisfaction of the Surveyor for the time being of the Borough of Sheffield aforesaid. And will throughout the said term repair and maintain in good and substantial repair and condition all buildings now or hereafter erected upon the hereby demised piece of ground with the appurtenances thereto. And will throughout the said term pay unto the said Joseph Mountain his heirs and assigns on demand a proportionate part of all expenses hereafter to be incurred in working and maintaining all such party and other walls fences ways roads footpaths drains watercourses and things as may in respect of the hereby demised premises be used or enjoyed in common with the owners or occupiers of other messuages or buildings adjacent thereto or to which the said Joseph Mountain his heirs or assigns is or shall be liable to contribute in respect of the hereby demised premises with interest on such proportionate part from the respective times of expenditure at five per centum per annum which proportionate part shall be determined by the said Joseph Mountain his heirs or assigns or his or their Surveyor and shall be recoverable by Action or distress on the hereby demised premises in the same manner as rent in arrear. And the said Joseph Mountain his heirs and assigns and his and their Agents may at all reasonable times in the day time enter upon the hereby demised premises or any part thereof and view the state and condition thereof. And that the said John Harvey his executors administrators and assigns will throughout the said term keep the buildings for the time being upon the hereby demised piece of ground insured against destruction or damage by fire in sums amounting together to the sum of Three hundred pounds at the least in some reputable Public Insurance Office and will on demand produce to the said Joseph Mountain his heirs and assigns or his or their Agent the policy or policies of such Insurance and receipts for the premiums for every current year. And will so often as any of the buildings for the time being upon the hereby demised piece of ground shall be destroyed or damaged by fire forthwith lay out the moneys to be received by virtue of such Insurance as aforesaid and all such other sums as shall be necessary in substantially rebuilding repairing and reinstating the same buildings to the satisfaction of the said Joseph Mountain his heirs and assigns. And will not without the previous consent in writing of the said Joseph Mountain his heirs or assigns erect or permit or suffer upon the hereby demised piece of ground any messuage or dwellinghouse of less value than the sum of One hundred and fifty pounds at the least. And will not put out any doors windows lights or other openings upon any boundary of the said piece of ground. And that all buildings hereafter to be erected upon the said piece of ground shall be erected according to plans elevations and specifications which before building is commenced shall be submitted to and approved of by the said Joseph Mountain his heirs or assigns. And that the said John Harvey his executors administrators or assigns will not use or permit to be used any part of the hereby demised premises as a furnace or foundry or for the making of gas or tempering of saws nor erect or use or permit to be erected or used upon any part of the hereby demised premises any Steam Engine, Engine house or Steam Hammer or any of the trades of a Slaughterman, Tallow Chandler, Meller of Tallow, Sugar baker, Soap Maker, Soap boiler, Tripe boiler, Dillmonger, Dyer, Distiller or Glass Maker or any other trade or occupation which shall be or be deemed noxious noisy dangerous or offensive to the neighborhood. And will on the determination of the said term quietly yield up the hereby demised piece of ground and all erections and improvements thereon to the said Joseph Mountain his heirs or assigns. **Provided always** that if and whenever any part of the said rent hereby reserved shall be in arrear for thirty days whether the same shall have been legally demanded or not and if and whenever there shall be any other nonobservance or nonperformance of any of the covenants hereinbefore contained and the covenants in respect of which such breach shall occur shall not be observed or performed within thirty days after a notice in writing signed by the said Joseph Mountain his heirs or assigns or his or their Agent requiring such observance or performance shall be given to the said John Harvey his executors administrators or assigns or left for him or them upon the hereby demised premises or left sealed the day and year first above written.

And the said Joseph Mountain for himself his heirs executors and administrators doth hereby covenant with the said John Harvey his executors administrators and assigns that he and they paying the rent and performing the several covenants hereinbefore reserved and contained shall quietly hold the hereby demised premises during the said term of Eight hundred years without interruption from or by the said Joseph Mountain his heirs or assigns or any person rightfully claiming under him or them. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.



Joseph Mountain

John Harvey