

Dated 20<sup>th</sup> June 1902

Miss Mary Elizabeth  
Wilson

to

Mess<sup>rs</sup> Holman Brothers

## Lease

of land workshops and  
buildings and premises situate  
in the Old Dover Road, Canterbury

Term. 21 years from 6<sup>th</sup> July 1902  
(determinable at the end of the  
7<sup>th</sup> or 14<sup>th</sup> years) —

Rent £50 per annum.

memorandum  
of lease



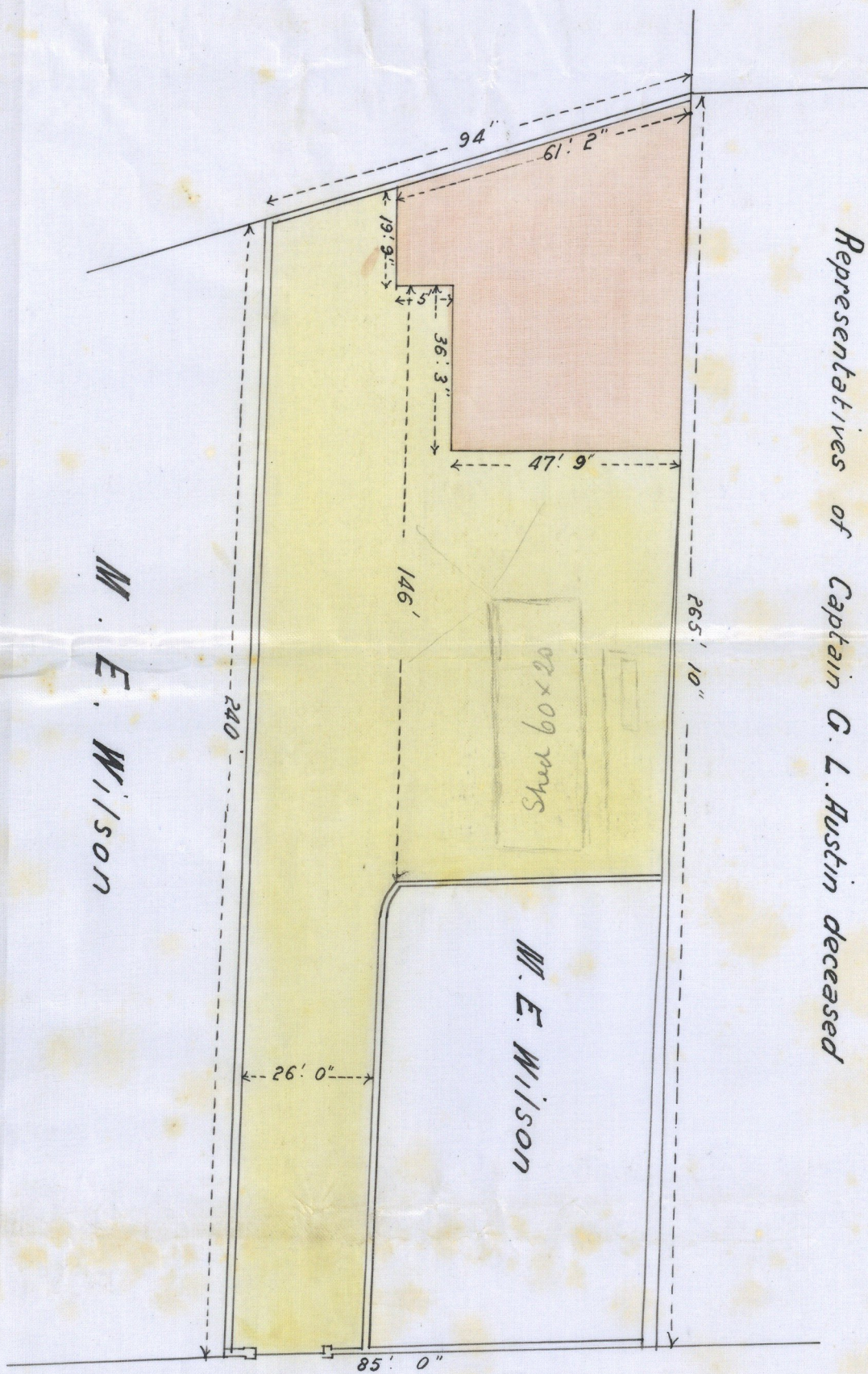
*Representatives of Captain G. L. Austin deceased*

*M. E. Wilson*

*M. E. Wilson*

*Shed 60 x 20*

OLD DOVER ROAD







# This Indenture

made the Twentieth day of June One thousand nine hundred and two. Between Mary Elizabeth Wilson of "The Beeches" Old Dover Road in the City of Canterbury Spinster (hereinafter called "the Lessor") of the one part and Harry Branford Holman and William John Holman of Dover Street Canterbury aforesaid who are carrying on business in copartnership at Dover Street aforesaid under the style of "Holman Brothers" as Agricultural Implement Manufacturers and Engineers (hereinafter called "the Lessees") of the other part.

Witnesseth that in consideration of the rent hereby reserved and of the covenants hereinafter contained and on the part of the Lessees to be performed The Lessor hereby demises unto the Lessees **AND** that piece of land together with all buildings workshops and erections whatsoever thereon situate on the South West side of Old Dover Road in the Parish of Saint Mary Bredin in the City of Canterbury which said premises hereby demised are more particularly delineated on the Plan hereunto annexed and thereon colored brown and yellow and were lately in the occupation of George Cole. **TO HAVE** the same unto the Lessees for the term of Twenty one years from the sixth day of July One thousand nine hundred and two determinable nevertheless as hereinafter mentioned **Yielding and Paying** therefor during the said term the clear yearly rent of Fifty pounds by equal quarterly payments on the sixth day of January the sixth day of April the sixth day of July and the eleventh day of October in every year the first of such payments to be made on the eleventh day of October next. **AND** the Lessees jointly and severally covenant with the Lessor That they the Lessees will during this demise pay the yearly rent hereinbefore reserved on the days and in manner aforesaid.

**AND** will pay all rates taxes outgoings and assessments now payable or to become payable by or be imposed upon either Landlord or Tenants in respect of the said premises on being allowed the Land Tax and Landlords Property Tax.

**AND** will during this demise take due and proper care of all the buildings and erections on the land hereby demised and keep the same in good condition and complete repair (damage by fire only excepted) and particularly will



paint the inside of the skylight and the external  
woodwork (including the entrance gate) with two coats of  
good oil colour in the first year and in every subsequent  
third year of this demise. And will not make any  
structural alterations in the said buildings or erections  
except with the previous consent in writing of the Lessor.  
And in such condition and repair will at the expiration  
or sooner determination of this demise yield up the said  
buildings and erections together with the land hereby  
demised.

They will not erect any buildings sheds or other  
structures on the demised premises which shall be of  
a greater height than the walls next the adjoining  
property of the Lessor as shewn on the said plan  
without her consent in writing first obtained.

They will not use the said demised premises or any  
part thereof any machinery worked by steam but will  
use the said premises for hand machinery only or as an  
engine and machinery store.

They in particular will so limit the traction  
engine traffic required for the purposes of their said  
business to and from the demised premises as to cause  
as little annoyance and disturbance as possible to the  
Lessor and her Tenants of the adjoining property.

They will not without such consent as aforesaid assign  
or underlet the said premises or any part thereof.

They will at all reasonable times during this demise  
permit the Lessor her agents and workmen to enter upon  
the said premises to inspect the same and see the condition  
thereof.

Provided always that if and whenever any part of  
the said yearly rent hereby reserved shall be in arrear for  
twenty one days whether formally demanded or not or if  
and whenever there shall be a breach of any or either of  
the covenants hereinbefore contained the Lessor may (but  
without prejudice to any right of action then already  
accrued) reenter upon the said premises and immediately  
thereon this demise shall absolutely determine.

Provided also that either the Lessor or the Lessees  
may at the end of the seventh or fourteenth years of the  
demise determine the same upon giving to the other



or other of them six calendar months previous notice in writing of their intention so to do provided that if such notice shall be given by the Lessees the same shall only be effective upon their paying the rent hereby reserved and performing the covenants on their part herein contained up to the day of this demise being so determined and in default thereof the said notice shall be void.

**Provided** further that the Lessees may at any time during this demise or within one calendar month after the expiration or determination thereof take down and remove from the said premises any buildings structures or erections which may hereafter be erected by them making good in every way all damage done to the demised premises by such removal but no such building or erection shall be taken down or removed until notice in writing shall have been given to the Lessor and she shall have failed for fourteen days after receipt of such notice to declare her desire to purchase such building structure or erection at a valuation which shall forthwith be made on the basis of a going concern by two Valuers or their Umpire in the usual way and the amount of such Valuation shall forthwith be paid by the Lessor to the Lessees.

**And** the Lessor hereby covenants with the Lessees that in case the said buildings hereby demised or any part thereof shall be damaged or destroyed by fire during this demise the Lessor will within four calendar months after such damage or destruction shall have occurred rebuild or reinstate as the case may be the said buildings so damaged or destroyed so as to make them fit for use and occupation. And that in case the said buildings shall not be so rebuilt or reinstated within the said period of four months the said rent or a proper proportionate part thereof shall after the expiration of the said period of four months be suspended or allowed until the said premises or the part so burnt down or destroyed shall be reinstated and again made fit for use and occupation and in case of any dispute between the parties the amount of rent so to be suspended shall be settled by arbitration in the usual way. And that the Lessees performing and observing all the covenants on their part hereinbefore contained may quietly hold the said premises during this demise without any interruption



or disturbance by the Lessor or any person claiming through or under her.

And it is hereby declared that where the context allows the expressions "the Lessor" and "the Lessees" used in these presents shall include besides the said Mary Elizabeth Wilson her heirs executors administrators and assigns and besides the said William John Holman and Harry Branford Holman their executors administrators and assigns

In witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered  
by the above named Mary Elizabeth  
Wilson in the presence of

M. E. Wilson



J. L. Thomas.  
Cromwell House.  
Oldham.  
Lancashire -



Dated 20th June 1902

Miss Mary Elizabeth Wilson  
to Messrs Holman Brothers

## **Lease**

of land workshops and buildings and premises situate in the Old Dover Road, Canterbury

Term: 21 years from 6th July 1902 (determinable at the end of the 7th or 14th years)

Rent: £50 per annum

[Next page shows plan of leased property in yellow/brown referred to in the Lease and adjoining premises owned by M.E. Wilson and Representatives of Captain G.L. Austin deceased, all on the Old Dover Road]



**This Indenture** made the twentieth day of June One thousand nine hundred and two

**Between Mary Elizabeth Wilson** of "The Beeches" Old Dover Road in the City of Canterbury Spinster (hereinafter called "the Lessor") of the one part and **Harry Branford Holman** and **William John Holman** of Dover Street Canterbury aforesaid who are carrying on business in copartnership at Dover Street aforesaid under the style of "Holman Brothers" as Agricultural Implement Manufacturers and Engineers (hereinafter called "the Lessees") of the other part.

**Witnesseth** that in consideration of the rent hereby reserved and of the covenants hereinafter contained and on the part of the Lessees to be performed The Lessor hereby demises unto the Lessees.

**All** that piece of land together with all buildings workshops and erections whatsoever thereon situate on the South West side of Old Dover Road in the Parish of Saint Mary Bredin in the City of Canterbury which said premises hereby demised are more particularly delineated on the Plan hereunto annexed and thereon colored brown and yellow and were lately in the occupation of George Cole.

**To** Hold the same unto the Lessees for the term of **Twenty one years** from the sixth day of July One thousand nine hundred and two determinable nevertheless as hereinafter mentioned

**Yielding and Paying** therefor during the said term the clear yearly rent of **Fifty pounds** by equal quarterly payments on the sixth day of January the sixth day of April the sixth day of July and the eleventh day of October in every year the first of such payments to be made on the eleventh day of October next.

**And** the Lessees jointly and severally covenant with the Lessor That they the Lessees will during this demise pay the yearly rent hereinbefore reserved on the days and in manner aforesaid.

**And** will pay all rates taxes outgoing and assessments now payable or to become payable by or be imposed upon either Landlord or Tenants in respect of the said premises on being allowed the Land Tax and Landlords Property Tax.

**And** will during this demise take due and proper care of all the buildings and erections on the land hereby demised and keep the same in good condition and complete repair (damage by fire only excepted) and particularly will paint the inside of the skylight and the external woodwork (including the entrance gate) with two coats of good oil colour in the first year and in every subsequent third year of this demise. And will not make any structural alterations in the said buildings or erections except with the previous consent in writing of the Lessor And in such condition and repair will at the expiration or sooner determination of this demise yield up the said buildings and erections together with the land hereby demised.

**And** will not erect any buildings sheds or other structures on the demised premises which shall be of a greater height than the walls next the adjoining property of the Lessor as shewn on the said plan without her consent in writing first obtained.

**And** will not use on the said demised premises or any part thereof any machinery worked by steam but will use the said premises for hand machinery only or as an engine and machinery store.



**And** in particular will so limit the traction engine traffic required for the purposes of their said business to and from the demised premises as to cause as little annoyance and disturbance as possible to the Lessor and her Tenants of the adjoining property.

**And** will not without such consent as aforesaid assign or underlet the said premises or any part thereof

**And** will at all reasonable times during this demise permit the Lessor her agents and workmen to enter upon the said premises to inspect the same and see the condition thereof.

**Provided** always that if and whenever any part of the said yearly rent hereby reserved shall be in arrear for twenty one days whether formally demanded or not or if and whenever there shall be a breach of any or either of the covenants hereinbefore contained the Lessor may (but without prejudice to any right of action then already accrued) reenter upon the said premises and immediately thereon this demise shall absolutely determine.

**Provided** also that either the Lessor or the Lessees may at the end of the seventh or fourteenth years of the demise determine the same upon giving to the others or other of them six calendar months previous notice in writing of their intention so to do provided that if such notice shall be given by the Lessees the same shall only be effective upon their paying the rent hereby reserved and performing the covenants on their part herein contained up to the day of this demise being so determined and in default thereof the said notice shall be void.

**Provided** further that the Lessees may at any time during this demise or within one calendar month after the expiration or determination thereof take down and remove from the said premises any buildings structures or erections which may hereafter be erected by them making good in every way all damage done to the demised premises by such removal but no such building or erection shall be taken down or removed until notice in writing shall have been given to the Lessor and she shall have failed for fourteen days after receipt of such notice to declare her desire to purchase such building structure or erection at a valuation which shall forthwith be made on the basis of a going concern by two Valuers or their Umpire in the usual way and the amount of such Valuation shall forthwith be paid by the Lessor to the Lessees.

**And** the Lessor hereby covenants with the Lessees that in case the said buildings hereby demised or any part thereof shall be damaged or destroyed by fire during this demise the Lessor will within four calendar months after such damage or destruction shall have occurred rebuild or reinstate as the case may be the said buildings so damaged or destroyed so as to make them fit for use and occupation. And that in case the said buildings shall not be so rebuilt or reinstated within the said period of four months the said rent or a proper proportionate part thereof shall after the expiration of the said period of four months be suspended or allowed until the said premises or the part so burnt down or destroyed shall be reinstated and again made fit for use and occupation and in case of any dispute between the parties the amount of rent so to be suspended shall be settled by arbitration in the usual way. And that the Lessees performing and observing all the covenants on their part hereinbefore contained may quietly hold the said premises during this demise without any interruption or disturbance by the Lessor or any person claiming through or under her.



**And it is** hereby declared that where the context allows the expressions “the Lessor” and “the Lessees” used in these presents shall include besides the said Mary Elizabeth Wilson her heirs executors administrators and assigns and besides the said William John Holman and Harry Branford Holman their executors administrators and assigns

**In witness** whereof the said parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered by the above named Mary Elizabeth Wilson in the presence of....

F.L. Thomas

Cromwell House

Oldham

Lancashire

[Signed M.E. Wilson and her seal]