

1957.

Abstract OF THE Title

- of -

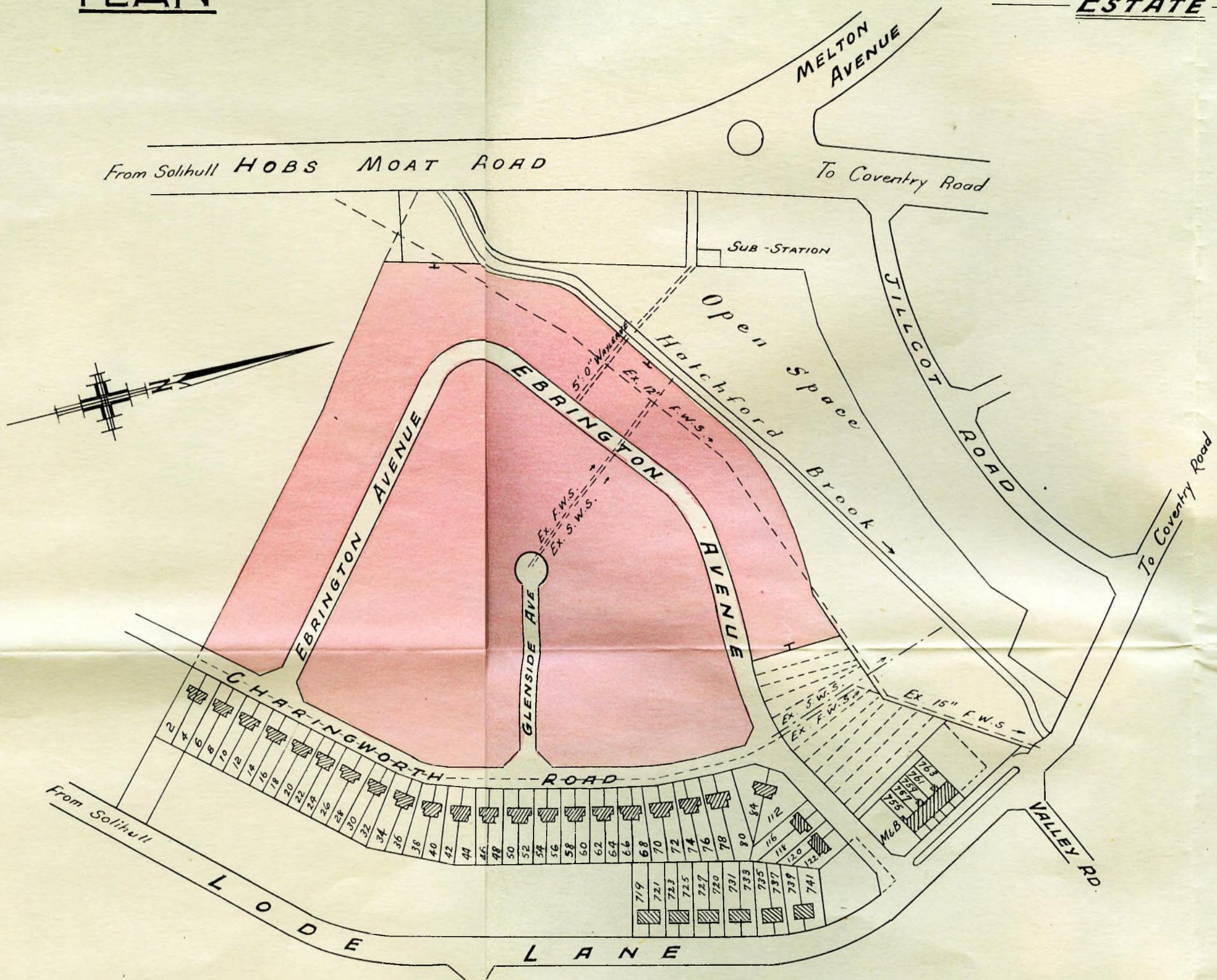
R. N. HARVEY and Others

- to -

Underleasehold property in
Ebrington Avenue, Charingworth
Road and Glenside Avenue,
Solihull in the County of Warwick

PLAN

OLTON END FARM ESTATE



SCALE: 1/2500

Abstract ^{OF THE} Title

- of -

R. N. HARVEY and Others

- to -

Underleasehold property in Ebrington Avenue,
Charingworth Road and Glenside Avenue,
Solihull in the County of Warwick.

23rd November 1950)

2nd December 1950)

Stamp £43
P.D.S.

Exd with Exd Abst
prodd by
Messrs.A.C.Hayes,
Sheppard & Padmore
Solrs
7 Newhall St
B'ham. 3.

Exd Abst marked as
follows:-

"Exd with Orgnl at
Offices of Wallace
Robinson & Morgan
Solrs.
B'ham
A.C.Hayes Sheppard
and Padmore
Solrs
B'ham
10.5.51."

Evershed & Tomkinson
Solrs
B'ham

19th February 1957.

E+T

Evershed & Tomkinson

CERTE of Sch in H.M.Land Regy agnst OLTON END FARM ESTE LTD whose regd office was at
8 Waterloo St B'ham revealing n.s.e. at this date

CONVEYCE of this dte mde btwn sd OLTON END FARM ESTE LTD (Vdrs) (1) and EXCELDA HSG
SUPPLIES LTD whose regd office was at 8 Waterloo St afsd (Pchsrs) (2)

AFTER RECTG seisin of Vndrs subjct as thrinar mentd and agmt for sale
at price of £2,125

In pursuance of sd Agmt and in conson of £2,125 pd by Pchsrs to Vndrs (rect acknd etc)

IT WAS WITNESSED AS FOLLOWED :-

1. Vndrs as B.O.

thrby convyd to Pchsrs

ALL THSE pces of lnd havg fntges to Ebrington Avenue
Charingworth Road and Glenside Avenue Olton in Coy of
Warwick contg in area 16.20 acres or thrbts and for
ppse of identon only deltd on plan annexed therto and
thron cold pink TOGR WITH a jnt rt of way over sd roads
and jnt right of user of sewers and services thrin until
same adopted by Lcl Authority EXCPT & RSVG unto Vndrs
and Douglas Dyas James and rsptve succrs in title and
lessees tnts svts and licsees in comm with all or pers
enttld therto full rts of drainage and pssge of gas and
elec fm and to their remaing ppty through sewers drains
and watercourses mains wires and cables constructd or to
be constructd under lnd thrby convyd with liberty to
enter upon lnd for ppses of mntng reprg renwg and makg
econnectns to same prsn or prsns so entrg makg good all
damage thrby occasnd

TO HOLD same unto Pchsers in fee simple subjct to covt contd in
Convyce mde 14th Oct 1938 mde btwn sd D.D.James (1) Vndrs (2)
Mdland Bank Ltd (3) and Mitchells & Butlers Ltd (4) (partics whrof
were set out in Sched therto) and subjct also to and with benefit
of Agmt dated 23rd Feby 1938 mde btwn sd D.D.James (1) and B'ham
Corpn (2) reltg to layg and maintg of elec cables and conduits and

constructn and maintnce of cable pits under part of lnd thrby
convyd so far as same reltd to and was for benefit of sd ppty
thrby convyd

2. COVT by Pchrsers with Vndrs to mke up and complete Ebrington Av Charingworth Rd and
Glenside Av so far as same were adjct to and co-extve with lnd thrby convyd (or one
half throf where adjct to sd lnd on one side only) in accordnce with the byelaws and
or requirrets of Lcl Authority as soon as was reasonable havg regard to extnt of devt
of lnd thrby convyd and of or land frontg to sd roads and upon completn of any of
sd roads the Pchrsers forthwith to apply for and use best endeavours to procure adoptn
throf and of sewers thrin by Lcl Authority and pendg adoptn to keep such pts of sd
rds and sewers maintnd and in reasonable repair

3. PROVISO that Pchrsers shld not be deemed to have or acquire any rts of light or air
or or easets or rts to ppty thrby convyd wch wld restrict or interfere with free use of
any adjng or neighborg lnd then or formly of Vdrs or sd D.D.James for bldg or any or
ppse

THE SCHEDULE thrinbefe referred to

Copy of covenant contd in Conveyance of 14th October 1938 Douglas
Dyas James (the Vdr) (1) Olton End Farm Estate Ltd (the Estate
Company) (2) Midland Bank Ltd. (the Bank) (3) Mitchells & Butlers
Ltd. (the Purchasers) (4) imposed for the benefit of a piece of
land at the corner of Lode Lane and Ebrington Avenue (the Site)

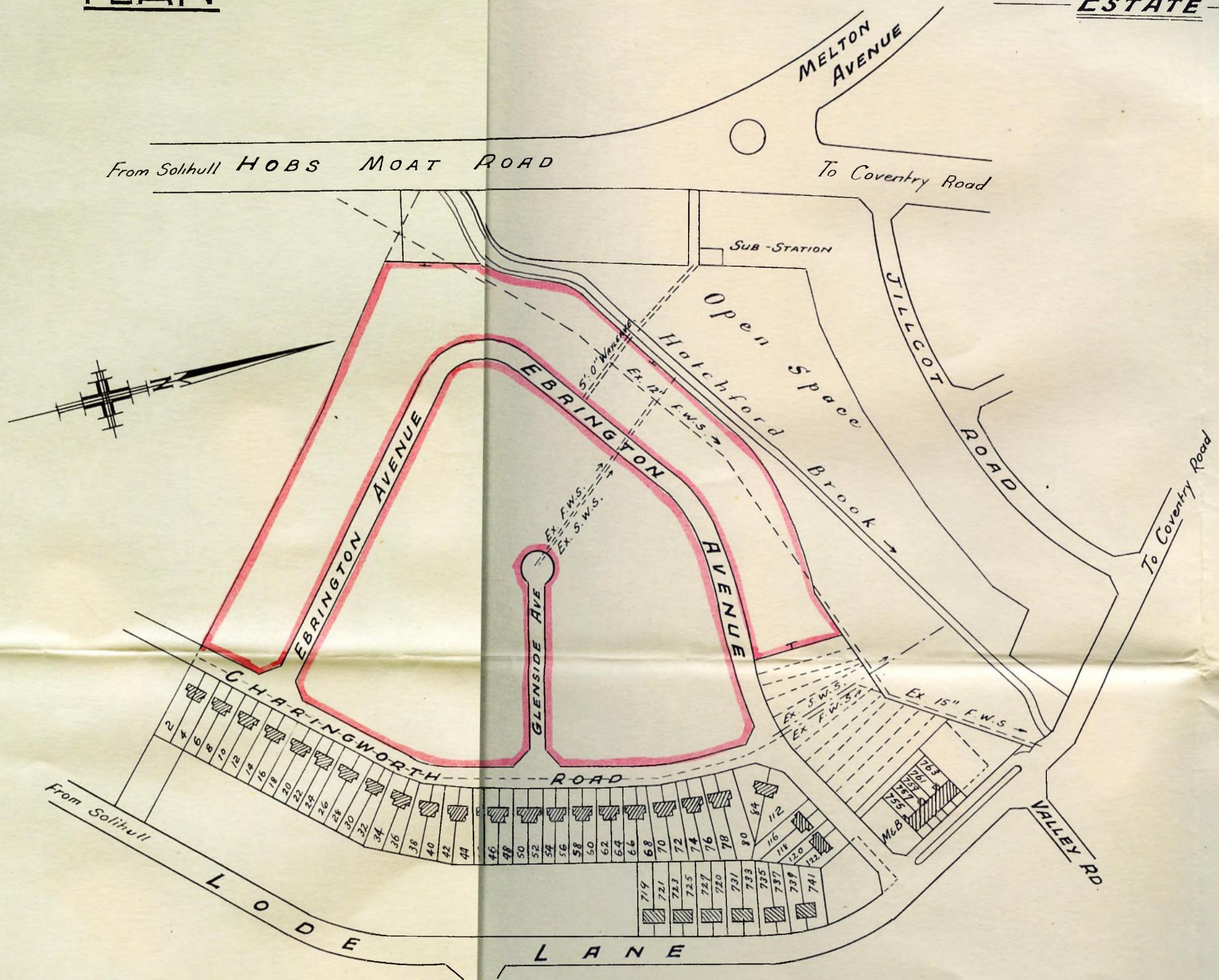
"For the benefit of the Site and other the property of the pchrsers adjng
or near to the ppty hereinar restricted the Estate Coy and the Bank
respectively so far as concerns the Estate Coy's ppty as to their respctve
Estates and intt thrin respectively and so as to bind the Estate Coy's
ppty into whosesoever hands the same may come And the Vndr as to the
Vndr's remaining lnd and the lnd resvd for roads and so as to bind the
same into whosesoever hands the same may come (but not so as to render
the Estate Coy or the Bank or the Vndr or their respective succrs in
title liable for any breach of this covt after they shall have parted
with all intt in the ppty in respect of wch such breach shall occur)
DO Hereby respectively covenant with the Pchrsers and their assigns:-

(i) That the Estate Coy and the Bank and their respective succrs in
title will not nor shall at any time hereafter use or permit to
be used the Estate Coy's ppty or any part throf or any bldgs
erected or to be erected thron (except any portion of the
Estate Coy's ppty which may hereafter be acquired by the Pchrsers)
and

(ii) That the Vndr and his succrs in title will not nor shall at any
time hereafter use or permit to be used the Vndrs remaing lnd or
the lnd resvd for roads or any part throf respectively or any
bldgs erected or to be erectd thron (except any portion throf
wch may hereafter be acquired by the Pchrsers)

PLAN

OLTON END FARM ESTATE



SCALE: - 1/2500 -

for the manufacture sale or supply of intoxicating liquors of any kind whatsoever or as a Club at which intoxicating liquors shall be sold used or supplied unless the consent in writing of the Pchrs or their assigns for that ppse be first had and obtained in every case PROVIDED NEVERTHELESS that the respctve covenantors or their succrs in title shall on demand by the Pchrs or their succrs in title at any time hereafter at the cost of the Pchrs release and waive in favour of the Pchrs or their succrs in title or nominees the restriction contd in this covenant as regards any portion of the restricted ppty for which the Pchrs may desire such release and waiver and also any or restriction wch wld prevent the use of such portion for the ppse of licensed prems"

THE COMMON SEAL of the Vendors was affixed in presce of Dir & Sec and of Pchrs in presce of 2 Dirs and Sec

8th December 1956)
 25th June 1951)
 Exd with Orgnl
 in our posson
 E & T

LETTER of this date reptg Sch in Companies Regn Office agnst sd OLTON END FARM ESTE LTD revealg n.s.e. affectg lnd in Ebrington Av Charingworth Rd and Glenside Av on 2nd Dec 1956

LETTER of this date reptg Sch in Companies Regn Office agnst sd EXCELDA HSG SUPPLIES LTD revealg n.s.e. affectg lnd in Ebrington Av Charingworth Rd and Glenside Av on 2nd Dec 1956

25th June 1951
 Exd with Orgnl
 in posson of
 Messrs. A.C. Hayes,
 Sheppard &
 Padmore as bfe
 E & T
 19th February 1957

CERTE of Sch in H.M. Land Regy agnst sd EXCELDA HSG SUPPLIES LTD revealg n.s.e. at this date

30th June 1951
 Stamps £180
 P.S.

LEASE of this dte mde between sd EXCELDA HSG SUPPLIES LTD ('Lessors' wch expresson shld include este owners for time being of reversn of prems thrby demised immediately expectnt upon term thrby created) (1) and SIDNEY HERBERT SHIPWAY then of 42 and 43 Horsefair B'ham afsd Este Agent ('Lessee' wch expresson where context admitted shld include his succrs in title & assigns) (2)

Orgnl prodd &
 Exd as bfe
 Overshed &
 Tomkinson
 19 February 1957

WITNESSED as follows:-

1. In conson of rents thrinar resvd & covts & condons to be perfd and obsvd by Lessee

Lessors

thrby demised unto Lessee

ALL THAT pce of lnd and prems descdbd in Schedule thrto TOGR WITH and subjct to Rights Exceptns and Reservations more parly mentd in sd Sched

TO HOLD (Except & Resvd as in sd Sched mentd) unto Lessee from 25th March 1951 for term of 99 yrs YIELDG & PAYG thrfor unto Lessors until 25th Dec 1952 a peppercorn rent (if demanded) on 24th June 1953 rent of £375 on 25th Dec 1953 rent of £500 and thrafter durg term thrby created yrly rent of £1500 payable by 4 equal qtrly paymts on usual qtr days in every

yr, first of such paymts to be mde on 25th March 1954 and all such rents to be pd without any deduction whatever (except for Llds Ppty Tax)

2. Lessee to intent that obligtns might continue throughout term thrby created thrby covtd with Lessors:-

- (1) That the Lessee wld durg the continuance of the term thrby created pay sd rents thrinbefe resvd and made payable at the times and in manner at and wch the same were thrinbefe resvd and mde payable without any deductn (except as afsd)
- (2) That the Lessee wld from time to time and at all times durg sd term pay and discharge all rates taxes duties charges assessments impositions and outgogs whatsoever (whther parltary parochial local or of any or descriptn) which were then or might at any time thrafter be rated assessed charged or imposed upon or payable in respect of the demised prems or any bldgs thrafter erected thron or upon the owner or occupier in respect throf (Llds Ppty Tax only excepted)
- (3) That Lessee wld from time to time durg the sd term execute all such works as were or might under or in pursuance of any Act or Acts of Parliament already or thrafter to be passed be directed or required by any local or public authority to be executed in respect of the demised prems or any bldgs thrafter erected thron whther by the landlord or tenant throf
- (4) On or befe 29th Sept 1953 at expense of Lessee in a good and substantial and workmanlike manner of the best materials and to the satisfn of the Lessors or their Surveyor to erect and complete on the sd land so as to be fit for habitation and use ll8 detached and/or semi-detached private dwghses with the usual outbuildings thрто and with all necessary fences and access roads and paths and blocks of garages such bldgs fences access roads and paths and garages to be erected and constructed in accordance with plans and specificns to be first approved by the Lessors' Surveyor and each such dwghse to be of an original selling value of £1000 at least
- (5) That Lessee wld from time to time and at all times durg sd term well and substantially repair cleanse maintain amend and keep the sd dwghse and all or bldgs wch might at any time durg the sd term be erected on the sd ld (thrinar referred to as "the said premises") and all additions mde thрто and the fixtures thrin and the walls fences drains access roads and paths and appurtns thрто with all necessary reparons cleansings and amendments whatsoever
- (6) That after completion of the sd dwghses and or bldgs wld once in every third yr of the sd term and also durg the last yr throf paint the outside wood iron and or work of the sd prems usually

painted with two coats of good oil and white lead paint in a proper and workmanlike manner and also wld in every seventh yr of the sd term and also durg the last yr throf paint all the inside wood iron and or work usually painted of the sd prems with two coats of good oil and white lead paint in a proper and workmanlike manner and in such manner with every internal painting wash distemper and whiten all ceilings and colour all walls and repaper the rooms of the sd prems usually so dealt with

- (7) At the expiron or sooner determination of the sd term the Lessee wld peaceably and quietly yield up the sd prems so painted repaired cleansed maintained amended and kept as afsd togr with all addons and improvemts mde thрто in the meantime and all llds fixtures in or upon the sd prems or wch durg the sd term might be affixed or fastened to or upon the same so as to form part of the freehold throf
- (8) That it shld be lawful for the Lessors and the Lessors' Agent twice or oftener in every yr of the sd term durg reasonable hours in the daytime with or without workmen or others to enter the said prems to view the state of repair and condon of the same and of all defects and wants of reparation then and there found to give or leave on the sd prems notice in writing to the Lessee and that the Lessee wld within a period of three calendar mths after such notice or sooner if requisite repair and make good the same according to such notice and the covts in that behalf thrinbefe contd
- (9) That the Lessee wld permit the Lessors or the Lessors' Surveyor or Agent at any time or times durg the last seven yrs of the sd term to enter the sd prems or any pt throf durg reasonable hours in the daytime and take schedules or inventories of the fixtures and things to be yielded up at the expiron of the sd term
- (10) That the Lessee wld not at any time durg the sd term without the licence in writing of the Lessors first obtained erect or suffer to be erected any new bldgs on the sd prems or make or suffer to be made any alterations or additions whatsoever in or to the sd prems or any bldgs wch might be erected on the sd prems without such licence as afsd either externally or internally or make any alteron in any boundary
- (11) And also that each bldg then existing or thrafter erected on the land thrby demised shld be used only as a private dwghse or a stable garage or or outbldg belongg thрто or used thrwith and not for the ppse of any trade manufacture or business and that so much of the sd lnd as shld remain unbuilt upon shld be used only as the yards gardens or pleasure grounds of such dwghses and prems and in particular that no pt of the sd prems nor any bldg erected on the sd lnd shld be used as an hotel public-house inn or tavern or orwise for the manufacture sale consumption or supply of beer wines or spirits or or intoxicating liquors of any kind whatsoever or as a club at wch intoxicating liquors

shld be sold used or supplied Provided that nothing in this covt contd shld prevent any dwghse being used for the ppse of any of the learned professions of wch the only outward sign or intimation shld be a brass or or plate not exceeding one sq ft in superficial area fixed to the sd prems

- (12) That the Lessee wld not work or permit to be worked any sand gravel or mines or minerals under any pt or pts of the land thrby demised
- (13) To insure and keep insured agnst loss or damage by fire all bldgs erections and fixtures of an insurable nature wch at any time durg the sd term might be erected or placed upon the demised lnd or affixed to the sd prems to the full replacement value throf in the Sea Insurance Company Limited of Waterloo Street in the City of Birmingham or in such or insurance office as might from time to time be approved by the Lessors and none other in the names of the Lessors and the Lessee and whenever required to produce to the Lessors or their Solicitors or Agents the policy or policies and receipts or receipt for the premium or premiums of such insurance or insurances for the current year and that in default throf the Lessor mgt (but without prejudice to the power of re-entry thrin contd) insure the sd prems in the manner afsd and pay the premiums payable ^{in respect} throf the premiums so paid and all incidental expenses to be repaid by the Lessee to the Lessors on demand and that in case the sd prems or any pt throf shld at any time durg the sd term be destroyed or damaged by fire then and as often as the same shld happen to lay out all moneys recvd in respect of such insurance with all convenient speed in reblgd repairing or orwise reinstatg the sd prems in a good and substantial manner in accordance with plans elevations and in such or manner as shld be previously approved of in writing by the Lessors or their Surveyors and in case the same shld not be sufficient to make good every such deficiency out of the Lessee's own moneys
- (14) That the Lessee wld within one calendar mth next after any transfer assignment devolon or underlse of the Lessee's intt in the sd prems or any pt throf (except by way of mtge) give notice in writing of such transfer assignmt devolon or underlse and of the name quality and place of abode of the transferee assignee or underlessee to the Lessors' Solrs and produce to them the instrument of such transfer assignments devolon or underlse and pay to them a fee of £1.1s. for the registrn or each such notice or document
- (15) To erect and forever aftermaintain on the road frontage of the sd land good and substantial dwarf brick or stone walls with piers on either side of the entrance gates to each dwghse
- (16) That the front wall of any hse or bldg to be erected on the sd pce of lnd shld range and be in a line with or behind the present bldg line and no bldg or erecon of any kind except architectural dressgs and the

bays and porches of a hse or a boundary fence shld be erected on any portion of the sd pce of lnd wch was btwn the then present bldg line and the road on wch the same fronted

(17) That no hoardings posters or boards shld be erected on the sd pce of lnd for advertsmt not reltg to the sellg or lettg of the sd prems or any pt throf

3. PROVISO for re-entry on non-paymt of rent for 21 days after same shld have become due (whther or not legal demd mde) or on breach of Lessee's covts

4. COVTS by Lessors with Lessee

(A) That the Lessee payg the rents thrby resvd and performg and obsvg the several covts and condons thrin contd and on the pt of the Lessee to be obsvd and perfd shld and might peaceably possess and enjoy the sd prems durg the sd term without any lawful interruption or disturbance from or by the Lessors or any person rightfully claiming through or under them

(B) That the Lessors wld make up and complete Ebrington Avenue Charingworth Road and Glenside Avenue shown on the plan annexed thrto when required by and to the satisfaction of the Local Authority (but excepting footpath crossings and sewer connections) and that they wld indemnify the Lessee from all expenses claims and demands in respect of the makg maintenance and completion of the said roads (except as afsd and so far as the same were co-extensive with the lnd thrby demised) until adopted by the Local Authority

THE SCHEDULE thrinbefe referred to

ALL THOSE pces of lnd havg frontages to Ebrington Avenue Charingworth Road and Glenside Avenue Olton in the County of Warwick contg in area 16.20 acres or thrbts and for the ppse of identifon only delineated on the plan annexed thrto and thron edged pink TOGR with a jnt right of way over the sd roads and a jnt right of user of the sewers and services thrin until the same shld be adopted by the Local Authority but EXCEPT AND RESERVG to the Lessors and their predecessors in title and their respective succrs in title and their lessees tenants servants and licensees in common with all or persons entitled thrto full rights of drainage and passage of gas and electy from and to their remaing ppty through the sewers drains and water-courses mains wires and cables constructed or to be constructed under the land thrby demised with liberty to enter upon the sd lnd for the ppses of maintain- ing repairing renewing and making connections to the same the person or psns so entering makg good all damage thrby occasioned And Subject to an Agreemt made the 23rd day of Feby 1938 betwn Douglas Dyas James of the one pt and the Birmingham Corporation of the or pt relatg to the laying and maintaing of electric cables and conduits and the constructn and maintenance of cable pits under pt of the lnd thrby demised And Provided that the Lessee shld not be deemed to have or acquire any rights of light or air or or easements and rights to the lnd thrby demised or any bldgs thrafter erected thron wch wld restrict or interfere with the free use of any adjoining or neighbourg lnd for bldg or any or ppse

The Common Seal of the Lessors was duly affixed in the presence of 2 Dirs & Sec.