

J. F. HIRST,
SOLICITOR.

1.
II, FOUNTAIN STREET,

HALIFAX,

Nov. 22nd 1886.

Dear Sir,

Old Baptist Chapel -

I am obliged to you for your letter of yesterday's date enclosing a copy of the Order of the Charity Commissioners, which I will return to you shortly.

Mr. Fawcett called this morning and gave me some further information which, with that with which you have supplied me, has enabled me to complete the draft-lease.

I enclose a copy of it for the perusal of any of the parties who care to go through it. If it does not exactly carry out their intentions, it had better be treated as a draft and returned to me.

with notes of such alterations as are required. If however it is satisfactory in its present form, it may be used as the lease itself & in that case had better be retained to be executed by the Trustees.

In any event please write home by return of post as another copy will be necessary, to be used as the Counterpart. The lease will be executed by ^{all} the Trustees and handed over to the Tenants, and the Counterpart will be executed by the latter and held by the Trustees. Each document will require a 2/- stamp, which may be added within 2 months of execution.

I think as the Trustees are so numerous, the best plan will be to have a meeting at which the signatures of as many as possible may be obtained. If you could

have a meeting on Wednesday evening (the 24th) or any evening next week I could make it quite convenient to myself to attend and give any explanation which the Trustees might like to have, and for doing which I should not under the circumstances make any extra charge.

On Thursday evening I have another meeting to attend and I regret that I am also engaged on Friday and Saturday.

With regard to the notice referred to in Clause 4 of the Order of the Commissioners, I am of opinion that it is quite necessary to give it and I could not recommend the Trustees to hand over the lease to the Tenants until this has been done. I think that if the notice is inserted in this week's "Hedden Bridge Times"

and if ~~the~~ copies are put up on the doors of the old New Chapel at once and allowed to remain there until, say the middle of next week, the Trustees would be held to have discharged their duty. I assume that no objection to the lease is likely to be made by any one, and therefore the matter may be proceeded with in the meantime and the signatures obtained, but the matter ought not to be completed until at the earliest next week. Of course if the Lessees like to run the risk, which is probably not great, and proceed with their alterations, there is no reason why they should not do so.

I enclose a copy of the notice which please insert in the Hedden Bridge paper, so that it may appear in Wednesday's issue.

J. F. HIRST,
SOLICITOR.

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II, FOUNTAIN STREET,
HALIFAX,

I also enclose two copies to be exposed ¹⁸
on the doors of the old & new Chapels
respectively.

I should prefer to have an opportunity
of seeing some of the Trustees with
regard to the various provisions of the
lease and one or two matters connected
with it, but in case that cannot be
arranged I will mention one or two
points to which I ought to draw their
attention.

The amount of the insurance is
indistinct in the Instructions which
you sent me, though Mr. Fawcett thinks
that £600 is the sum stated. I have
however left a blank space for the proper

6.

figure. The premises should be insured
to their full value by one party or the other,
~~and~~ It is the duty of the Trustees to see that
this is done; but it seems reasonable that
the Lessees should bear the expense of ~~this~~
it so long as they occupy the premises.

I have left out of the lease, the clause
numbered 6 in the Instructions, to the
effect that the Lessees are to occupy the
premises in accordance with the order
of the Commissioners. I do not think it
is of the slightest value to the Trustees,
and it would have only a doubtful
effect, if any effect at all.

With regard to the provisions for insurance
it is unnecessary to provide that on
default by the Lessees, the Lessors may
insure, and I have therefore omitted

that condition.

It is also unnecessary to except a breach of the covenant to insure, from the operation of the Proviso for reentry, as there is a statutory provision which affords ample protection to the Tenants in such cases.

With these exceptions I believe the lease carries out exactly the Instructions which you sent with your letter.

Yours faithfully,
John Fawcett Esq.

John Clay Esq.
Hebden Bridge.

P.S. The Lessees should of course bear the expense of the advertisement in the Hebden Bridge paper. It is important to them as well as to the Trustees.

I return the Instructions which you sent me as you may find them useful in going through the lease.

You will have to return the lease in any event in order to have the seals put on to it.