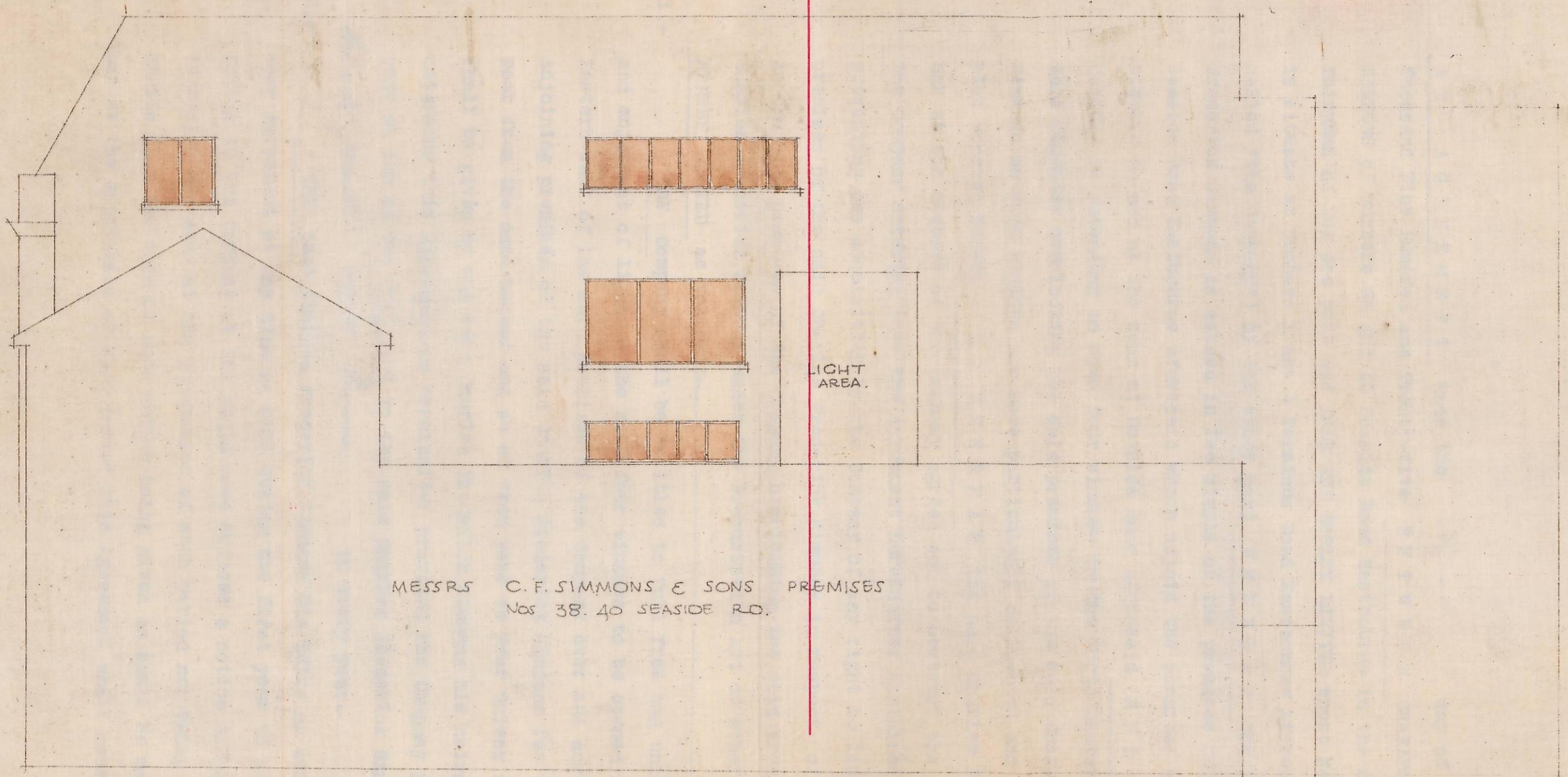


DRAWING REFERRED TO IN AGREEMENT BETWEEN  
MESSRS DALE & KERLEY LTD. AND  
MESSRS C.F. SIMMONS & SONS 38.40 SEASIDE RD.



MESSRS C.F. SIMMONS & SONS PREMISES  
Nos 38. 40 SEASIDE RD.



A N A G R E E M E N T made the *First* day of *may* One  
Thousand Nine Hundred and Twenty-five B E T W E E N CHARLES FREDERICK  
SIMMONS of Numbers 38 and 40 Seaside Road Eastbourne in the County of Sussex  
Dairyman of the one part and DALE AND KERLEY LIMITED whose registered Office  
is situate at Numbers 1 and 3 Terminus Road Eastbourne aforesaid (hereinafter  
called "the Company") of the other part W H E R E A S the said Charles  
Frederick Simmons is seised in fee simple of the premises Numbers 38 and 40  
Seaside Road Eastbourne aforesaid which adjoin the premises of the Company  
situate in and at the rear of Seaside Road aforesaid A N D W H E R E A S the  
Company is intending to open four windows in the North Eastern wall of their  
said premises overlooking the said premises of the said Charles Frederick  
Simmons as such windows are more particularly delineated and described in the  
plan annexed hereto A N D W H E R E A S the said Charles Frederick Simmons  
has at the request of the Company agreed not to obstruct the said windows upon  
the Company entering into the Agreement hereinafter contained for the purpose of  
preventing the acquisition by the Company of any right to light over the said  
premises of the said Charles Frederick Simmons in respect of the said Windows  
in the said premises of the Company overlooking the said premises of the said  
Charles Frederick Simmons under the Prescription Act or otherwise N O W I T I S  
HEREBY AGREED as follows:—

1, — THE Company shall be entitled to full free and uninterrupted access  
and enjoyment of light to the said four windows to be opened in the said North  
Eastern wall of the said premises of the Company over and across the said  
adjoining premises of the said Charles Frederick Simmons for the term of One  
year from the date hereof and so on from year to year unless and until notice  
shall be given by the said Charles Frederick Simmons his heirs or assigns to  
determine this Agreement as hereinafter provided the Company paying the yearly  
rent or sum of Ten Shillings to the said Charles Frederick Simmons on the  
*twenty fourth* day of *June* in every year.

2, — THE said Charles Frederick Simmons his heirs or assigns may determine  
this Agreement at any time as well during the first year as afterwards by  
giving to the Company at its registered Offices a notice of his intention to  
determine the same at the expiration of such period not being less than three  
months from the date of such notice being given as shall be mentioned therein  
and at the expiration of such period this Agreement shall cease and be void.

3,-

DURING the subsistence of this Agreement the access of light to the said windows in the said North Eastern wall of the said premises of the Company overlooking the said premises of the said Charles Frederick Simmons shall be deemed to have been had and enjoyed by the consent and agreement in writing of the said Charles Frederick Simmons so that the right thereto shall not become absolute or indefeasible by lapse of time.

IN WITNESS whereof the said Charles Frederick Simmons has hereunto set his hand and seal and the Company has caused its Common Seal to the hereunto affixed the day and year first before written.

SIGNED SEALED AND DELIVERED by the )  
said CHARLES FREDERICK SIMMONS in )  
the presence of :-

*Charles Frederick Simmons*

*Signed in the name of the  
above named Charles Frederick  
Simmons at his request and in his  
presence (he being unable through  
illness to write his name) by  
Charlotte Kate Simmons and  
sealed and delivered by the  
said Charles Frederick Simmons  
(after the above written document  
had been read over and fully  
explained to him and he appeared  
perfectly to understand the same)  
in the presence of*

*W. G. Burt  
Solicitor  
Eastbourne*

DATED

*1st may*

1925

③

MR. C. F. SIMMONS

to

DALE AND KERLEY LIMITED

A G R E E M E N T

relating to access of light and air

*xl*

PRINCIPAL  
DEEDS

*F*

12/1864