

Dated 19th June 1899



Lease

of
Foreshore by The Board of Trade

Lessee. Sir Charles Seely Bart.

Parish Yarmouth

County Southampton

Rent 5/-

Term 1 year from 23 April 1898



This Indenture

VACHER & SONS, Law Stationers.
Broad Sanctuary Chambers,
WESTMINSTER.

made the nineteenth day
of June One thousand
eight hundred and ninety
nine **Between**

The Queen's Most Excellent Majesty of the first part The Board
of Trade acting in exercise of such of the Powers conferred by the Crown Lands
Act 1829 and the Crown Lands Act 1852 or any other Act as were transferred to
the Board of Trade by the Crown Lands Act 1866 of the second part and
Sir Charles Selby Baronet of Brooke House, Brooke in the Isle of Wight
(hereinafter called the Lessee) of the third part **Witnesseth** that the
Board of Trade on behalf of Her Majesty Do by these presents grant and
demise unto the Lessee so much of **AN** that piece of land being part of the
foreshore at Yarmouth below high water mark situate about one hundred
yards East of the Castle at Yarmouth in the Parish of Yarmouth in the
County of Southampton as will be occupied by the landing stage proposed to
be constructed by the Solent Yacht Club which said piece of land is
intended to be delineated in the plan annexed to these presents and to
be therein coloured red.

Except nevertheless and always reserving to the Queen's Majesty Her Heirs
and Successors out of this present grant and demise for Her and them and
for all persons by Her or their permission (which permission shall be
assumed to have been granted unless the contrary be shewn) all rights
of way and access to or over the demised premises now existing by means
of any public road footpath bridge or other means or by means of any
road footpath or bridge shewn on the said plan hereto annexed as
made or intended to be made.

And also except and always reserving to the Queen's Majesty Her Heirs
and Successors and to the Board of Trade and any other body or person duly
authorised in right of the Queen's Majesty Her Heirs or Successors full right
to enter on the said demised premises and remove therefrom all buildings
works or erections which may have become dilapidated or abandoned or
which may have been constructed without the consent or approval hereby
required thereof or which may in the opinion of the Board of Trade be
injurious to navigation or the public interest and to restore the site to
the former or proper condition thereof and to erect or construct any
buildings or works which may in the opinion of the Board of Trade be
required for the purpose of navigation or the public interest.

To have and To hold the said hereby demised premises unto the
Lessee his executors and administrators for the term of One year from the
twenty third day of April One thousand eight hundred and ninety eight

and so on from year to year until the demise shall be determined at any time of the then current year by either party giving to the other three calendar months notice in writing.

Helding and Paying therefor during the said term unto the Queen's Majesty Her Heirs and Successors the yearly rent of Five shillings to be paid to the Assistant Secretary for the time being of the Finance Department of the Board of Trade, ^{at the office of the Board of Trade} in London by yearly payments on the twenty third day of April in every year free from all deductions on account of present or future landlords or tenants taxes rates charges or impositions except landlords property tax the first yearly payment to be made on the twenty third day of April one thousand eight hundred and ninety eight.

And the Lessee doth hereby for himself his executors and administrators covenant with the Queen's Majesty Her Heirs and Successors in manner following that is to say That the Lessee his executors and administrators will duly pay the yearly rent hereby reserved at the times and in manner hereby provided.

And also will pay the land tax and all other present and future landlords and tenants taxes rates charges and impositions except landlords property tax payable in respect of the demised premises or by the landlord or tenant on account thereof.

And also will not without the consent in writing of the Board of Trade first obtained erect or place on the demised premises any building or work.

And also will in case the Board of Trade shall consent to any building or work being erected or placed on the demised premises erect place and construct the same according to such plan and under such restrictions and regulations as may be approved of in writing by the Board of Trade and not otherwise.

And also will not in case any such building or work shall have been so erected or placed on the demised premises at any time alter or extend the same without the like consent and approval of the Board of Trade having been first obtained.

And also will not without the consent in writing of the Board of Trade first obtained place any materials or do any other act on the demised premises which may in the opinion of the Board of Trade prejudice or obstruct or tend to prejudice or obstruct navigation or be or become injurious to the public interest.

And also will not commit or suffer any waste spoil or destruction on

the demised premises

And also will at all times during the term hereby granted keep the demised premises in a good and proper state of repair and in proper condition free from all defects injurious to navigation or the ^{adjacent lands or the} public interest.

And also will during the whole time of constructing altering or extending any work upon the demised premises and also after the completion thereof exhibit and keep burning every night from sunset to sunrise such lights (if any) as the Board of Trade shall from time to time require.

And also that it shall be lawful for the Queen's Majesty Her Heirs and Successors and the Board of Trade and any persons duly authorised by Her or them from time to time and at all reasonable times to enter into and upon and inspect the demised premises and the state and condition thereof and of any want of repair or of any defect to give notice and to place such notice in some conspicuous position upon the demised premises and that the Lessee his executors or administrators will on receipt of any such notice or upon any such notice being placed in some conspicuous position on the demised premises forthwith and within three calendar months from the giving or placing of such notice restore the demised premises to a proper state and condition and substantially and properly and to the satisfaction of the Board of Trade execute the repairs and amendments and remove the defects specified in such notice.

And also that it shall be lawful for the Queen's Majesty Her Heirs or Successors and the Board of Trade and any persons duly authorised as aforesaid at any time to enter upon the demised premises and to remove therefrom and abate all buildings works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required thereof or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which in the opinion of the Board of Trade may be required for the purpose of navigation or the public interest.

And also will pay to the Queen's Majesty Her Heirs or Successors all expenses incurred by the Queen's Majesty Her Heirs or Successors or the Board of Trade or any persons duly authorised as aforesaid of and incidental to a survey of the demised premises preparatory to the erection or construction of buildings or works or of or incidental to any consent or approval hereby required to be given thereto or which may be incurred in removing buildings works or materials which may have become dilapidated or been

abandoned or which may have been constructed without the consent or approval hereby required or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and all other expenses incurred in restoring the demised premises to the former or proper condition thereof
And also will not in any way hinder or obstruct the due exercise and enjoyment of any other right or privilege excepted and reserved out of the demise hereby made

And also will not assign or underlet the demised premises or any part thereof

And also will at the expiration or other sooner determination of the term hereby granted deliver up the demised premises to the Queen's Majesty Her Heirs or Successors in good and substantial repair and proper condition having regard to the erections and works to be authorised pursuant to the provisions of these presents.

Provided always that if the rent hereby reserved shall be unpaid for twentyone days after any day hereby appointed for payment thereof whether legally demanded or not or in case default shall be made in observance or performance of any covenant or provision herein contained and on the part of the Lessee his executors or administrators to be observed and performed or if any act shall be done or suffered whereby the demised premises or any part thereof shall become vested in any person other than the Lessee or in case the landing stage proposed to be constructed by the Solent Yacht Club is not completed within three years from the seventh day of November one thousand eight hundred and ninety eight then and in any of such cases the term hereby granted shall cease without prejudice to any remedy of the Queen's Majesty Her Heirs or Successors under any covenant by the said Lessee herein contained.

Provided always and it is hereby declared that nothing in this deed shall be deemed to extend to or affect any beds seams or veins of coal or stone or any metallic or other mineral substance or any mines or quarries thereof referred to in Section 21 of the Crown Lands Act 1866 and further that nothing in this deed contained shall affect any of the rights or powers mentioned in Sections 22, 23 or 24 of the same Act.

Provided also and it is hereby agreed and declared that if the Queen's Majesty Her Heirs or Successors or the Board of Trade shall at any time be desirous of purchasing the demised premises for all the residue of the term hereby granted then the Lessee his executors or administrators shall sell the same to the Queen's Majesty Her Heirs or Successors at such price as shall be agreed upon or if not agreed upon as shall be ascertained

by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and on payment of the purchase money so ascertained the demised premises shall be surrendered to the Queen's Majesty Her Heirs or Successors to the intent that the term hereby granted may merge and be extinguished

Provided always that this deed shall be deemed sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments.

And the Lessee hereby declares that he accepts the grant and demise hereby made as effectual only to the extent of such estate right or interest in the premises as may be vested in the Queen's Majesty at the date of these presents

In witness whereof one of the Secretaries or Assistant Secretaries of the Board of Trade and the Lessee have hereunto set their respective hands and seals the day and year first above written

Signed sealed and delivered by
The Honorable Thomas Henry William Perham
Assistant Secretary to the Board of
Trade in the presence of

Harry Mayhew
Board of Trade.

T. H. W. Perham



Signed sealed and delivered by
the above named Lessee in the presence
of John Edward Bernard Seely
Barrister at Law

Brooke House, Isle of Wight.

2-10-99

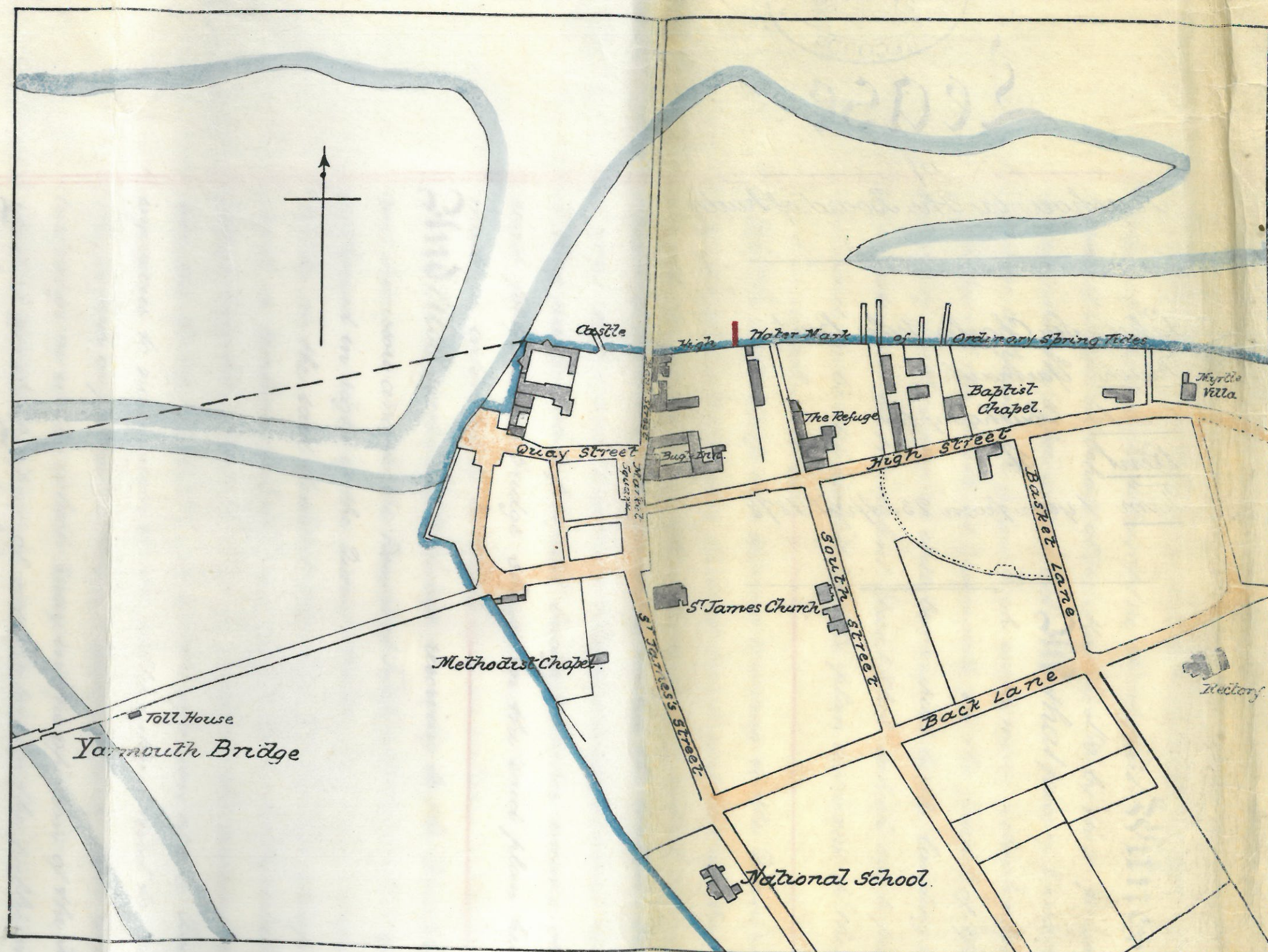
Charles Seely



I Certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me.

21st June 1899.

Maudslayi
Keeper of the Records.



Scale = $\frac{1}{2500}$ or 25.344 inches to a Mile