

Dated

1924

LEASE of FORESHORE by THE BOARD
OF TRADE.

Lessee *Sir Charles Seely.*

Parish *Yarmouth*

County *Southampton*

Rent *10/- per annum.*

Term *One* Years from *1st. January, 1924.*

THIS INDENTURE, made the
day of 1924 between THE KING'S
MOST EXCELLENT MAJESTY of the 1st 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 2nd part, and Sir Charles Peel, Hilton

Baronet, of ~~Brooke House~~, Brooke, Gatcombe House,
in the Isle of Wight

(hereinafter called the lessee) , of the 3rd part,
WITNESSETH, that THE BOARD OF TRADE on behalf of
HIS MAJESTY, and with the consent of the Commissioners
of His Majesty's Treasury, signified by their warrant dated
the day of

19—, do by these presents grant and demise unto the
lessee

ALL those pieces of land being part of the foreshore and
bed of the at Yarmouth below
high-water mark situate opposite to about 230 feet
East of Pier Street, Yarmouth,

in the Parish of Yarmouth
in the County of Southampton which will
be occupied by the pillars and supports of the timber
slipway which the lessee proposes
to construct

the foreshore and bed of the
immediately adjoining and partly occupied by such pillars
and supports being delineated in the plan annexed to
these presents and therein coloured red , and the said
pieces of land so occupied by the said pillars and supports
together with any building or work to be hereafter erected
thereon (unless the context otherwise requires) being
hereinafter referred to as "the demised premises."

Except nevertheless and always reserving to the King's
Majesty, His Heirs and Successors, out of this present

~~And also except and always reserving as aforesaid 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 shown on the said plan hereto annexed, as made
or intended to be made.

And also except and always reserving to the King's Majesty, His Heirs and Successors, and to the Board of Trade, and any other body or person duly authorised in right of the King's Majesty, His Heirs or Successors, full right to enter on the 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 thereto, 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 ^{and} executors, administrators ~~and assigns~~ for the term of one years from the first day of January

1924, 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

YIELDING AND PAYING therefor during the said term
unto the KING'S MAJESTY, His Heirs, and Successors, the
yearly rent of *ten shillings* ————— *calendar months notice in writing*

pounds, to be paid to the Accountant General of the Board of Trade at the office of the Board of Trade in London by yearly payments on the

Assistant Secretary for Finance.

first day of *January* 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 *first* ————— day of *January* ————— 1925, and the payment of the rent for the last year of the said term to be made on the *first* ————— day of *January* next preceding the expiration of the said term.

And the lessee doth hereby for *himself, his* executors, ~~and administrators and assigns~~, covenant with the King's Majesty, His Heirs and Successors, in manner following; that is to say, THAT the lessee, *his* executors, ~~and administrators and assigns~~, 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 landlord's 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 King's Majesty, His Heirs and Successors, and the Board of Trade, and any person duly authorised by Him 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 ^{and} executors, administrators, ~~or assigns~~, 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 will pay to the King's Majesty, His Heirs or Successors all expenses incurred by the King's Majesty, His Heirs or Successors, or the Board of Trade, or any persons duly authorised as aforesaid of and incidental to any inspection of the demised premises and the preparation of the notice mentioned in the last preceding clause and of and incidental to the superintendence or supervision of the execution of the repairs and amendments and removal of defects when the demised premises are found on such inspection to be out of repair and notice has been given or placed as mentioned in the last preceding clause.

AND ALSO that it shall be lawful for the King's Majesty, His 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 thereto, 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 purposes of navigation or the public interest.

AND ALSO will pay to the King's Majesty, His Heirs or Successors, all expenses incurred by the King's Majesty, His Heirs or Successors, or the Board of Trade, or any person 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 ~~without the consent in writing of the Board of Trade first obtained.~~

~~AND ALSO will cause all assignments of the demised premises or any part thereof made with such consent as aforesaid, and all probates and letters of administration affecting the same premises, to be, within six calendar months after the date thereof, entered and enrolled in the Office of Land Revenue Records and Enrolments.~~

AND ALSO will, at the expiration or other sooner determination of the term hereby granted, deliver up the demised premises to the King's Majesty, His 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 twenty-one 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, administrators or assigns, to be observed and performed, or if any act shall be done or suffered whereby the demised premises or any part thereof shall, ~~without the assent of the Board of Trade first obtained,~~ become vested in any person other than the lessee, or other than any of the following

~~persons, namely, an assignee becoming such with such assent as aforesaid, or an executor, or administrator, or legatee of the lessee or of any such assignee, or in case the lessee shall cease to be the owner or occupier of the lands above high water mark adjacent to the demised premises, or in case~~ the slipway proposed to be constructed by the lessee is not completed within three years from the day of 1924, _____

this will be date
of Board's consent.

then and in any of such cases the term hereby granted shall cease without prejudice to any remedy of the King's Majesty, His 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 King's Majesty, His 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 ^{and} executors, administrators or assigns, shall sell the same to the King's Majesty, His 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 King's Majesty, His 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 demised premises as may be vested in the King'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

Assistant Secretary to the Board of Trade in the presence of

Signed, sealed, and delivered by the above-named lessee in the presence of

Please signify approval here.