

## LEASE

The said Trustees hereby demise unto the Society

**All that** piece or parcel of land containing twelve acres two roods and thirty-one perches or thereabouts being part of the Poors Field Joel Street Eastcote in the said Parish of Ruislip as the same is more particularly delineated and described in the plan hereunto annexed ....

**To hold** the premises hereby demised unto the Society ... subject to the right of way of the public over and along the footpath shown by dotted lines on the said plan

**Yielding and paying** therefor during the said term the yearly rental ... clear of all deductions except Landlords Property Tax

**And the Society hereby covenants** with the Trustees in manner following that the Society will during the continuance of the said term pay the said rent at the times and in manner aforesaid without any deduction (except as aforesaid)

**And also** will from time to time and at all times during the said term pay and discharge in addition to the rent all rates taxes charges duties assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be assessed charged or imposed upon the demised premises or the owner or occupier in respect thereof Landlords Property Tax only excepted

**And** will at all times during the said term keep all the hedges and fences and all the ditches watercourses and drains belonging to the demised premises in proper repair and condition and will yearly at the proper season clip all the hedges belonging to the demised premises

**And** will not use or permit to be used the demised premises for any other purpose whatever than for the purposes of allotments under the Small Holdings and Allotments Act 1908 and in selecting tenants of the said Small Holdings or Allotments will so far as reasonably possible give priority to persons living in the said Parish of Ruislip who are entitled to the benefits of the said Charity or whose circumstances are such as to render the use of an allotment of benefit to themselves or their families

**And** will not raise or remove or suffer to be raised or removed any clay brick earth gravel sand or minerals from the demised premises nor commit wilful or voluntary waste upon any part thereof but will cause the same to be used and managed in a good and husbandlike manner for the purposes of the said Act

**And also** will not permit any building shed or any other erection to be placed thereon unless the same and the position thereof shall have been previously approved by the Trustees

**And also** will not do or suffer to be done upon the demised premises or any part thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Trustees or their tenants and will forthwith put the demised premises in a tidy condition and keep the same in such condition to the satisfaction of the Trustees throughout the said term and use their best endeavours to secure that any buildings or erections on the demised premises are kept in repair and in a clean and tidy condition

**And** in the event of any animals being kept on the said land they shall be kept in a clean and healthy condition to the satisfaction of the Trustees and the Medical Officer of Health of the Urban District of Ruislip-Northwood

**And** also will not assign under-let or part with the possession of the demised premises or any part thereof except by subletting the same as allotments as aforesaid

**And also** will at the expiration or sooner determination of this demise deliver up the demised premises and all additions thereto in such good and complete repair and in such state and condition as the same ought to be in having regard to the covenants hereinbefore contained

**Provided always and these presents are upon this condition** that if the said yearly rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for twenty-eight days after the same shall have become due (whether legally demanded or not) or the Society shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the part of the Society to be performed and observed then and in any such case it shall be lawful for the Trustees or any person or persons duly authorised by them in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the said premises peaceably to hold and enjoy henceforth as if these presents had not been made without prejudice to any right of action or remedy of the Trustees in respect of any antecedent breach of any of the covenants by the Society hereinbefore contained

**Provided always and it is hereby declared and agreed** that the land hereby demised is not let as a market garden and the Society shall not be entitled on the determination of this demise whether by effluxion of time or notice on quitting the land hereby demised to any compensation for any improvements under Section 48 of the Agricultural Holdings Act 1923

**And** the Trustees hereby **Covenant** with the Society that the Society paying the said yearly rent ... and performing all the covenants and agreements on the part of the Society herein contained may quietly hold the demised premises during the said term without any interruption by the Trustees or any person claiming under themselves

**Provided always and it is hereby agreed** that every reference in the presents to the said Act shall be deemed to extend to every Act for the time being extending amending or re-enacting the same.

*Lease dated 23<sup>rd</sup> of November 1945 and renewed 29<sup>th</sup> of March 1956.*