CRT Deed No 186

Dated 7th October 1864

John Henry Gurney } Lease of a piece of ground

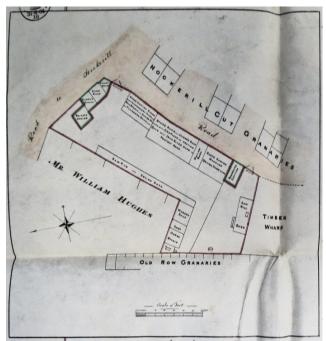
to } and Buildings at Bishop Stortford

Mr J L Glasscock } in Herts

Indenture made the seventh day of October in the year of Our Lord One thousand eight hundred and sixty four Between John Henry

Gurney of Catton Hall in the County of Norfolk Esquire Member of Parliament for the Borough of Kings Lynn in the same County of the one part and John Laybank Glasscock of Bishop Stortford in the County of Hertford Builder of the other part Withesseth that for and in consideration of the yearly rent hereinafter reserved and of the covenant and Agreements hereinafter contained and by and on the part of the said John Laybank Glasscock his executors and administrators to be paid performed and kept the said John Henry Gurney Doth by these presents demise and lease unto the said John Laybank Glasscock his executors and administrators All that piece or parcel of land or ground lying and being in Bishop Stortford aforesaid near the head of the navigation of the River Stort there bounded by the Queen's Highway leading from Bishop Stortford aforesaid to Hockerill towards the North or North East by a roadway leading from the said Queen's Highway and lying between the hereby demised premises and some granaries called the Hockerill Cut Granaries towards the East or South East by open ground used as a Timber Wharf towards the South by a row of Granaries called the Old Row Granaries towards the West or South West and by premises in the occupation of William Hughes on all other parts thereof Together with all erections and buildings nows standing or being thereon as the said piece or parcel of land or ground and erections and buildings thereon hereby demised or intended so to be are more particularly delineated and described in the Map or Plan thereof drawn in the margin of these presents

And all ways paths passages drains easements liberties privileges rights members and appurtenances whatsoever to the said piece or parcel of land or ground erections or buildings hereby demised or intended so to be belonging or appertaining (except and always reserved unto the said John Henry Gurney his heirs and as



with their appurtenances (except as before excepted) unto the said John Laybank Glasscock his executors and administrators from the twenty fifth day of March now last past for the term of Thirty years thence next ensuing Yielding and paying for the said demised premises yearly and every year during the continuance of this demise unto the said John Henry Gurney his heirs and assigns the rent or sum of Five pounds on the twenty fifth day of March in every year during the continuance of this demise except the last years rent which is hereby agreed to be paid on the first day of February next before the determination of this demise and the first years rent to be paid on the twenty fifth day of March now next ensuing **Provided always** and these presents are upon this express condition nevertheless that in case at any time during the continuance of this demise the said John Laybank Glasscock his executors or administrators shall become bankrupt or if any writ in execution or other writ or process shall Issue or be sued out of any Court against the said John Laybank Glasscock his executors or administrators by means of which this present Indenture or the premises hereby demised or any part thereof shall become assignable or may or otherwise might be assigned or in case the said John Laybank Glasscock his executors or administrators shall not well and truly observe perform and keep all the covenants and Agreements hereinafter contained and which on his and their part are or ought to be performed and kept then and in any of the said cases it shall be lawful to and for the said John Henry Gurney his heirs and assigns into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and re-enjoy as in his and their first and former Estate and the said John Laybank Glasscock his executors and administrators and all other occupiers of the said demised premises out of and from the same and every part thereof wholly to expel anything herein contained to the contrary notwithstanding ------

Tenants Covenants **And** the said John Laybank Glasscock doth hereby for himself his heirs executors and administrators Covenant and agree with the said John Henry Gurney his heirs and assigns as in manner following (that is to say)

To pay rates **And also** that he the said John Laybank Glasscock his executors and administrators shall and will at all times during the continuance of this demise pay and discharge all the taxes rates and assessments whatsoever including Land tax which are now and at any time during the continuance of this demise shall or may be taxed rated imposed or assessed on or in respect of the hereby demised premises or the said yearly rent hereby reserved or (*sic*) the said John Henry Gurney his heirs or assigns in respect of

the said premises and rent respectively------

Margin note: Present Brick Buildings to be absolute property of lessor. All other Buildings to be left at a valuation

That at the expiration or other sooner determination of this demise all erections and buildings built of brick now standing upon the said demised premises and which consist of the Ticket Office Show Room Clerks Office and Private Office and of the Foreman's Cottage as the same buildings are all marked on the said Map or Plan drawn in the margin of these presents and therein coloured green shall be and remain the absolute property of the said John Henry Gurney his heirs and assigns And also that the said John Laybank Glasscock his executors and administrators shall and will at the expiration or other sooner determination of this demise leave for the use of the said John Henry Gurney his heirs or assigns all such erections and buildings not hereinbefore specifically mentioned which either now are or shall hereafter during the continuance of this demise be erected or built upon the said demised premises as the

Said John Henry Gurney his heirs and assigns shall elect or desire to take he the said the said John Henry Gurney his heirs or assigns on the determination of this demise paying to the said John Laybank Glasscock his executors or administrators for such last mentioned erections and buildings such a sum of money as the same shall be ascertained to be worth by a valuation to be made as hereinafter mentioned that is to say) by two indifferent persons one to be chosen by the said John Henry Gurney his heirs or assigns and the other by the said John Laybank Glasscock his executors or administrators or if such two indifferent persons shall not agree in their valuation then by one indifferent person to be chosen by them before they commence their valuation the values to be named at least twenty one days before and their valuation to be completed at least seven days before the determination of this demise and if either party shall neglect or refuse to appoint a valuer within such time as aforesaid or if the person appointed by him shall refuse or neglect to concur in the immediate appointment of an umpire or in completing such valuation at least seven days before the determination of this demise then the valuation or valuations shall be made by the person named by the other party and his Award shall be binding and conclusive And also that he the said John Laybank Glasscock his executors or administrators shall and will within one calendar month after the expiration or other sooner determination of this demise at his or their own costs and charges remove from the said hereby demised premises all such erections and buildings other than the Brick Buildings hereinbefore specifically mentioned as shall then be standing upon the said demised premises and which the said John Henry Gurney his heirs or assigns shall not elect or desire to take and pay for at such valuation as aforesaid And also shall and will at his or their own costs and charges and within such time as aforesaid make good and repair all damage which shall or may be done or occasioned to the said hereby demised premises or any part thereof by such removal as aforesaid The said John Henry Gurney for himself his heirs and assigns hereby granting and allowing to the said John Laybank Glasscock his executors and administrators free access to and from the said demised premises for the purpose of effecting such removal of the said buildings and doing such repairs as aforesaid------Margin note: To do Repairs

And also that he the said John Laybank Glasscock his executors or administrators shall not nor will at any time during the continuance of this demise lay or cause to allow to be laid any goods wares materials or things of any kind whatsoever within two feet of the said Old Row Granaries where the same adjoin the said hereby demised premises *Margin note:* Not to assign without leave

And also he the said John Laybank Glasscock his executors or administrators shall not nor will let demise assign set over or otherwise part with the possession of the hereby demised premises or any part thereof for all or any part of the said term of thirty years to any person or persons without the licence and consent of the said John Henry Gurney his heirs or assigns in writing under his hand or hands for that purpose first had and obtained.

Margin note: To use the Stort Navigation

And also that he the said John Laybank Glasscock his executors and administrators shall and will at all times during the continuance of this demise use the Stort Navigation for the carriage of all goods wares and Articles to and from the said demised premises and for all purposes of any business or businesses which shall be carried on in or upon the same or any part thereof and shall and will pay and satisfy and discharge all the tolls rates dues and assessments which shall become payable for or in respect of such use of the said Navigation -----

Margin note: Landlord's Covenant

And the said John Henry Gurney doth hereby for himself his heirs and assigns Covenant and agree with the said John Laybank Glasscock his executors or administrators in manner following (that is to say) ------

Margin note: For quiet enjoyment

That the said John Henry Gurney his heirs and assigns shall and will permit and suffer the said John Laybank Glasscock his executors and administrators he and they paying the said rent hereby reserved and observing and performing the Covenants provisoes (sic) hereinbefore contained and on his or their part to be observed and performed peaceably and quietly to have hold occupy possess and enjoy the said hereby demised premises during the continuance of this demise subject nevertheless to the proviso and condition hereinbefore contained and the power of re-entry thereby given without the let hindrance eviction or interruption of the said John Henry Gurney his heirs or assigns or any person or persons claiming by from through under or in trust for him or them In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Gurnev

Signed sealed and delivered by the within named John Laycock Glasscock in the presence

> sig: John W Taylor Solr Bps Stortford

Signed sealed and delivered by the within named John Henry Gurney in the presence of

> Edw J Shremack Lombard St sig:

Note: f.5 in 1864 = f.383 in 2010