

D/EL4109

Dated 7th October 1894

The Guardians of the Poor of the Hertford Union in the County of Hertford acting as a Rural Sanitary Authority - to - Mrs Elizabeth Hale

Underlease

of a piece of land used as a Sewage Farm in the Parish of St John Hertford in the County of Hertford

This Indenture made the Seventh day of October One thousand eight hundred and ninety three Between The Guardians of the Poor of the Hertford Union in the County of Hertford acting as a Rural Sanitary Authority (hereinafter called "the authority") of the one part and Elizabeth Hale of Hertford in the said County of Hertford Widow (hereinafter called "the tenant") of the other part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the Tenant hereinafter contained The Authority hereby demises unto the Tenant All that piece or parcel of land containing Five acres two woods being part of a field called Newlands situate in the Parish of St. John Hertford in the County of Hertford which said field is numbered 103 on the Ordinance Plan of the said Parish and is now in the occupation of the Authority and used by them as a Sewage Farm Together with a right of way at all times and for all purposes for the tenant her executors administrators and assigns and her and their Agents and Servants with or without horses carts waggons and wheelbarrows through over and along the Roadway on the Northern side of the said field called Newlands for the purpose of passing to and from the High Road from Hertford to London to the piece of land hereby demised To hold the same unto the tenant for the term of One year from the twenty ninth day of September One thousand eight hundred and ninety two and so on from year to year subject nevertheless to the provision for determining this demise hereinafter contained in a certain Indenture of Lease dated the sixth day of October One thousand eight hundred and eighty eight and made between the Most Honorable John Villiers Stuart Marquess Townshend of the one part and the Authority of the other part and under which Indenture the Authority held the said premises yielding and Paying during the tenancy the yearly rent of Five Shillings on the twenty ninth day of September in every year And the Tenant hereby covenants with the Authority in manner following that is to say that the Tenant will pay the rent hereby reserved at the time and in manner aforesaid And also will farm manage and cultivate the premises in accordance with and observe all the covenants provisoes conditions and reservations contained in the said Indenture of Lease a copy of which lease has been delivered to her so far as they affect the Lessee as if she had been the Lessee therein named and will at the determination of this demise deliver up to the Authority the premises hereby demised in good heart and condition And also will not assign or underlet the said premises without the consent in writing of the Authority first had and obtained Provided always and it is hereby agreed and declared that if and whenever the said yearly rent of Five Shillings or any part thereof shall be in arrear for the space of twenty eight days next after the day whereon the same ought to be paid as aforesaid or whether the same shall or shall not have been legally demanded or if and whenever there shall be any breach or nonobservance of any of

the tenants covenants then and in any such cases it shall be lawful for the Authority at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same to have again repossess and enjoy as in their former estate Provided always And it is hereby further agreed and declared that it shall be lawful for the authority to determine this demise during the first or any subsequent year thereof by giving to the tenant or leaving at her last known place of abode in England or Wales One years previous notice of their desire in that behalf and upon such notice being given or left as aforesaid this demise shall cease but without prejudice to the rights and remedies of the Authority for or in respect of any rent in arrear or any breach of any of the tenants covenants And the Authority hereby covenant with the Tenant that she paying the said rent and observing and performing the said covenants and conditions may peaceably and quietly possess and enjoy the said demised premises during this demise without any lawful interruptions from or by the Authority or any person rightfully claiming from or under them And also that the Authority will during the tenancy hereby created pay all rates taxes tithe rent charge assessments and outgoings whatsoever assessed or chargeable upon the hereditaments and premises hereby demised And it is declared that where the context allows the expression " the Authority " used in these presents includes besides the said Guardians of the Poor of the Hertford Union there successors and assigns and the expression " the Tenant " includes the said Elizabeth Hale her executors administrators and assigns In witness whereof the Authority have caused their Common Seal to be herunto affixed and the Tenant has set her hand and seal the day and year first above written.

Signed Sealed and Delivered by the above named Elizabeth Hale in the presence of

Daniel Herbert Hale
Market Gardener
Garden House
Hertford.