

Schedule Draft Lease as Revised at
Conference on 22nd June 1931

THIS LEASE made the _____ day of _____ 1931
BETWEEN THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF MIDDLESEX
(hereinafter called "the County Council" which expression where the
context so admits includes the persons deriving title under them) of
the one part and THE URBAN DISTRICT COUNCIL OF ENFIELD (hereinafter
called "the District Council" which expression where the context so
admits includes the persons deriving title under them) of the other part
WITNESSETH AND IT IS HEREBY DECLARED that in consideration of the rents
hereinafter reserved and of the covenants by the District Council
hereinafter contained as follows:-

1. THE County Council hereby demise unto the District Council FIRST
ALL THAT piece or parcel of land situate in the Urban District of
Enfield in the County of Middlesex having a frontage to Whitewebbs Road
and an approximate area of _____ acres which said piece or parcel
of land is for the purpose of identification only delineated on the plan
hereto annexed and thereon verged pink AND SECONDLY ALL THAT piece or
parcel of land situate in the said Urban District of Enfield and having
an approximate area of 30 acres adjacent to the lands Firstly described
which said piece or parcel of land is for the purpose of identification
only delineated on the said plan and thereon verged green (subject and
except and reserved as hereinafter mentioned) *(See Back)* TO HOLD the same so subject
and excepted and reserved unto the District Council for the term of 999
years from the 1st day of ^{January} ~~February~~ 1931 but determinable as hereinafter
mentioned YIELDING AND PAYING therefor during the said term the yearly
rent of £1.1.0 on the 1st day of January in every year clear of all
deductions the first payment to be made on the 1st day of January 1932

I have not a copy of the plan on the draft Contract but the plan for the lease can be settled later.
C.W.R.

? Dairy appreciably
alteration in the
area of the green
in view of the
amendment of
the plan.

2. THE premises Secondly before described are demised subject to and with

the benefit of the yearly tenancy of A

expressed at the yearly

rent of £37.10.0

3. THE demise hereinbefore made is subject to the following rights exceptions and reservations

(a) The right of the County Council to enter upon so much of the demised premises as may be reasonably necessary in connection with the laying maintenance repair renewal or removal of drains or sewers for the purpose of draining the lands and premises coloured blue on the said plan subject to the County Council reinstating any lands so disturbed to the reasonable satisfaction of the Surveyor to the District Council and indemnifying the District Council against any claims that may be made by third parties in consequence of the exercise of such rights Before exercising such rights the County Council shall (except in case of emergency) give the District Council not less than 14 days notice of their intention to enter on the land. Any works carried out by the County Council in exercise of such rights shall be carried out with all possible speed and in such a manner that the minimum amount of inconvenience will be caused to persons using the demised premises

(b) As respects all the demised premises to all incidents of tenure rights of way or other easements drainage and sewer rights and to any rights of adjacent or neighbouring owners and any liability to repair or contribute to the repair of roads ways sewers drains walls fences and the like and to the rights and restrictions as to the laying of pipes ways and otherwise referred to in the Conveyance to the County Council and to

the rights reserved under such Conveyance *but with the benefit of any rent payable to the C.C. under seal*
County Council as seal rent shall be deemed
(c) The right of the County Council to use the Roads or drives leading

to the land and premises coloured blue on the said plan at all times during the day or night for the purpose of access to and egress therefrom

exact wording of this clause must depend upon whether the lodge is to be included in the demise and a lodge keeper appointed by the District Council or otherwise.

C.W.R.

the County Council paying a fair proportion of the cost of the repair and maintenance of such roads and the Bridges forming part thereof and the cost of maintaining Gatekeepers in the Lodges at the North and South Entrances to the Park. The contribution of the County Council towards such costs shall be ascertained upon the basis of user and shall be subject to adjustment at the end of every period of three years

4. THE District Council hereby covenant with the County Council in manner following (that is to say) :-

- (a) To pay the rents hereby reserved at the times and in manner aforesaid
- (b) To pay and discharge all rates taxes duties assessments and outgoings whether parliamentary parochial or of any other description which now are or during the said term shall be imposed or charged on the demised premises or the County Council or the District Council in respect thereof
- (c) TO insure and keep insured at all times during the said term in the names as well of the District Council as of the County Council all buildings standing on the demised premises and any additions thereto and all other buildings which may hereafter be erected thereon from or against loss or damage by fire in the Westminster Fire Office or some other reputable Fire Insurance Office to be approved in writing by the County Council in a sum equal to the full value thereof and to pay all premiums necessary for that purpose within seven days after the same shall

become due and whenever required to produce to the County Council the policy or policies of such insurance and the receipt for the last premium for every such insurance and unless otherwise agreed between the County Council and the District Council to pay out forthwith all moneys which shall be recovered in respect of such insurances under the direction and to the reasonable satisfaction of the Architect for the time being of the County Council in or towards the rebuilding repairing ^{and} reinstating of any of such buildings as shall be destroyed or damaged by fire and in case such moneys shall be insufficient to completely rebuild and reinstate the same the District Council to make good any deficiency out of their own moneys. If such buildings are not kept insured as aforesaid the County Council may insure the same and pay the premiums and the amount thereof shall be repaid by the District Council and shall be recoverable by distress as rent in arrear.

- (d) At all times during the said term to maintain and keep all buildings now standing on the demised premises and which are now in a tenantable state of repair and any additions thereto and all other buildings which may hereafter be erected thereon in good and substantial repair and condition to the reasonable satisfaction of the County Council.
- (e) At the expiration or sooner determination of the said term to yield up to the County Council all the demised premises in such a state and condition as they ought to be under the covenants by the District Council in that behalf herein contained.

- (f) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the County Council under the hand of their Clerk first had and obtained except as expressly provided by Paragraph (p) in respect of certain parts of the demised premises
- (g) Not to erect any buildings structures or erections of a permanent character on the demised premises without the written consent of the County Council under the hand of their Clerk first had and obtained but such consent shall not be unreasonably withheld
- (h) Not to allow any sewers pipes cables wires or other apparatus to be placed under or over the demised premises (unless the same are placed by Statutory Undertakers over whom the District Council have no control) without the written consent of the County Council under the hand of their Clerk first had and obtained but such consent shall not be unreasonably withheld
- (i) To pay out forthwith and during the said term to maintain the demised premises first hereinafore described ~~(except the parts thereof hatched black on the said plan)~~ in a proper state and condition for the purposes of public walks and pleasure grounds and/or games and recreations and to lay out and maintain the demised premises secondly hereinafore described as playing fields either for the purposes of Section 69 of the Public Health Act 1925 or for the general public use as part of the Open Space at the expiration or determination of the tenancy to which such premises are now subject and to keep so much of the demised premises as are hatched black on the said plan in a clean and tidy condition and free from weeds and

rubbish.

(j) To dedicate forthwith and during the said term to maintain all the demised premises as an open space for public use and recreation with the exception of the land hatched black on the said plan and of the land secondly hereinafore described. Provided that such dedication shall not be construed so as to prevent the full and complete exercise by the District Council of the powers conferred upon them by the Public Health Acts and in particular by Section 76 of the Public Health Acts Amendment Act 1907 and Section 56 of the Public Health Act 1925

(k) To take steps to determine the said Tenancy on or before the 29th day of September 1940 and thereafter to ~~dedicate and maintain~~ the land comprised therein as playing fields for the purposes of Section 69 of the said Act of 1925 and if at any time or from time to time during the said term any part or parts or the whole of such land shall not be required for that purpose then the same shall be dedicated forthwith and thereafter maintained as an open space for public use and recreation and to keep the County Council indemnified against all claims by the Tenant.

(l) At all proper times during the said term to properly clear out and cleanse all ponds and ornamental waters and to keep the same in proper order and condition

(m) Not to cut down at any time any timber or other trees or woodlands (except where necessary to prevent danger to the public) without the written consent of the County Council under the hand of their Clerk

The parts hatched black will be those required for street widenings and for re-sale.
C.W.R.

- first had and obtained such consent not to be unreasonably withheld
- (h) To perform and observe all the covenants and conditions under which the County Council hold the demised premises and to indemnify the County Council against any liability in respect thereof
- (o) To bear and pay and to indemnify and keep indemnified the County Council against all liability for the cost and expenses of making up any Private Streets or Roads and the sewerage and lighting thereof where the demised premises adjoin abut or are adjacent to any such streets or roads now or hereafter constructed whether such liability has already been incurred or may at any time during the said term be so incurred
- (p) That the powers conferred by Section 69 of the Public Health Act 1925, *to let lands to any club or person* shall not be exercised by the District Council in respect of the demised premises with the exception of the premises secondly hereinbefore described
- (q) That all bye-laws and regulations proposed to be made by the District Council for the regulation of the demised premises shall first be submitted to the County Council for approval but such approval shall not unreasonably be withheld
- (r) To permit the County Council their officers servants and workmen at all reasonable times to enter into and upon the demised premises

for the purpose of viewing the state and condition thereof or for the purpose of executing works on the land and premises coloured blue on the said plan and whether or not the demised premises may otherwise be closed to the public during the times of such inspection

(s) To take all such steps as may be necessary to prevent any public or

private rights being acquired over the land hatched black on the said plan

(t) To maintain all walls hedges or fences which are now erected

or which may be erected along the boundaries of or ^{on} ~~along~~ the demised

premises other than the fences to be erected and maintained by the

County Council under the covenant on their part hereinafter contained

(u) To pay to the County Council three fourths of the net revenue

received by the District Council in each year arising out of any

lettings or user of that portion of the demised premises secondly

before described and the District Council shall in each year transmit

to the County Council within 14 days after completion of the audit

of their accounts for the preceding financial year a copy of the

annual statement of income and expenditure relating to such portion

of the demised premises as certified by the District Auditor and

shall at the same time remit to the County Council such an amount as

shall represent three fourths of the net income as aforesaid PROVIDED

This boundary will
be the fence referred
to in the said
agreement.
C.V.R.

that in calculating such ^{net} new revenue no expenditure of a capital nature relating to the acquisition of the demised premises nor the interest and instalments on any loan raised for the repayment of any such ^{nor the rent received in respect of the Tenancy referred to in paragraph (k) of this clause} capital expenditure shall be taken into account and the County Council shall not be liable to contribute in the event of the accounts in any year showing a loss and PROVIDED ALSO that in the event of the County Council ceasing to require similar payments in cases of regional open spaces acquired by the County Council and leased to any Local Authority on like conditions this payment shall cease or be modified accordingly

5.

IT IS HEREBY AGREED AND DECLARED that the District Council as respects the demised premises may exercise out subject to the covenants on their part herein contained the statutory powers contained in section 44 of the Public Health Acts (Amendment) Act 1890 Section 76 of the Public Health Acts (Amendment) Act 1907 and Section 56 of the Public Health Act 1925

6.

PROVIDED ALWAYS that if at any time or from time to time during the said term the County Council shall require to use the whole or any part or parts of the land hatched black on the said plan for the purposes of sale or letting or in connection with street widenings the District Council shall and will without cost to the County Council on receipt of two months notice requiring them so to do yield up and surrender to the County Council at the expiration of

This is necessary having regard to the widening of White Webbs Lane by the District Council
C.W.R.

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See contract
Accept.

Similar provisions will be required for street widenings referred to by the District Council unless these are to be carried out at once.
C.W.R.

every such period of Two months the whole or so much of the land hatched black as may from time to time be the subject of any such notice but no abatement shall be made in the yearly rent payable by the District Council in respect of the remainder of the demised premises which shall continue to be subject to the covenants and conditions on the part of the District Council herein contained and no compensation shall be payable by the County Council.

7. PROVIDED ALWAYS that if the yearly rent hereby reserved or any part thereof shall be in arrear for at least 21 days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been legally demanded or not or if there shall be any breach or non-observance of any of the covenants by the District Council hereinbefore contained then and in any such case the County Council may at any time thereafter enter into and upon the demised premises or any part thereof in the name of the whole re-enter and the same have again repossess and enjoy as in their former estate.

8. THE County Council HEREBY COVENANTS with the District Council :-

(a) that the District Council paying the rents hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the District Council to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term subject as hereinbefore provided without any interruption from or by the County Council or any person rightfully claiming through or under them

(b) To erect and maintain fences ^{or other suitable enclosures} around the lands belonging to them and coloured blue and blue hatched black upon the plan annexed hereto and will plant and maintain trees and/or shrubs upon the lands coloured

blue and hatched black so as to mask effectually from the view of persons using the demised premises any drainage or other works established upon the lands coloured blue hatched black.

That
(c) / It being the desire of the County Council and the District

belonging to the County Council (which said lands are hereinafter referred to as "the blue lands") Council that nothing shall be done or permitted upon the ^{said} blue lands *exclusive of the lands hatched black on the said plan demised premises (which are hereinafter referred to as "the* which may lessen the attractiveness of the pink lands) as a place of

public resort the County Council shall use the blue lands and the buildings now or hereafter erected thereon only as an Institution or Hospital for the reception maintenance and/or treatment of sick or necessitous persons and further that the County Council will not receive maintain or treat in the said Institution or Hospital any person suffering or recovering from tuberculosis major epilepsy mental defect or deficiency or repulsive physical defect or who is insane or who is suffering or recovering from or convalescing after any notifiable infectious disease ^{or} measles german measles chicken-pox whooping cough venereal ^e disease anthrax glanders tetanus leprosy ^{or} mumps ^{and} PROVIDED that in erecting any new buildings on the blue lands the County Council shall not unnecessarily disregard the amenities of the ^{pink} lands coloured pink on the ~~said plan~~ PROVIDED ALWAYS that the said blue lands with the buildings thereon may be used for such other purposes as the parties hereto may from time to time agree upon and in the event of any dispute arising between the County Council and the District Council as to such other user of the said blue lands or as to any alleged breach of the terms of this Covenant such dispute shall be referred to the Minister of Health or to a person appointed by him or agreed upon by the parties for adjudication and the adjudicator's decision shall be final and binding upon the County Council and the District Council.

(d) That in the event of the District Council at any time laying a sewer through the demised premises *in the approximate position shown by the line marked proposed sewer on the said plan* the County Council will within a period of twelve months from

PROVIDED ALWAYS that if at any time during the term hereinbefore granted the County Council resolve that the blue lands shall be used for the purposes of public walks or pleasure grounds the County Council shall grant and the District Council shall accept a Lease of the blue lands in accordance with the provisions of Clause 7 of an Agreement dated the day of and made between the County Council of the one part and the District Council of the other part being the Agreement relating to inter alia the granting of this present Lease

10. IF any question shall arise between the parties as to whether any consent by the County Council is unreasonably withheld on any matter where this Lease provides for such consent not to be unreasonably withheld or if any dispute arises as to the amounts to be paid by the County Council under Clause 3 (c) hereof the said question or dispute shall be referred for decision to some independent person appointed by the parties (or in case of dispute by the Minister of Health) and his decision shall be final and conclusive.

IN WITNESS whereof the said parties to these presents have caused their respective Common Seals to be hereunto affixed the day and year first above written.

THE COMMON SEAL of The County Council)
of the Administrative County of)
Middlesex was hereunto affixed in the)
presence of:-)

THE COMMON SEAL of The Urban District)
Council of Enfield was hereunto)
affixed in the presence of:-)

DATED

1931

THE COUNTY COUNCIL OF MIDDLESEX

to

THE URBAN DISTRICT COUNCIL OF ENFIELD

29 Aug

Draft

L E A S E

of

Whitewebbs Park, Enfield, in the
County of Middlesex.

Term: 999 years from 1st January 1931.

Rent: One Guinea per annum.

to sh.

Revision noted per black with from ...

2yd. acy

*17
6
3/*

C. W. Radcliffe,
Guildhall,
Westminster, S.W.1.