

Agricultural Tenancy

An Agreement made the *Twenty Sixth* day of *November*
One thousand nine hundred and *Ninety* BETWEEN THE BRITISH RAILWAYS
BOARD (hereinafter called "the Board") by ALAN SHRUBSHALL of Great Northern House,

79-81 Euston Road, London NW1 2RT their duly authorised agent of the one part and
ROSEMARY JILL BURWOOD of Infield, Coach Lane, Danehill, Haywards Heath,
Sussex RH17 7JH

(hereinafter called "the Tenant" which term shall include Tenants where more than one and the persons deriving title under him or them) of the other part WHEREBY the Board agree to let and the Tenant agrees to take the land described below and verged blue on the plan No.D0/2014 annexed hereto including all buildings and erections now or hereafter erected or constructed thereon (hereinafter called "the holding") except and reserving to the Board (a) all mines minerals and quarries in under or upon the holding (b) all timber and other trees in or upon the holding with the right to cut and carry away the same (c) all game and fish upon or in the holding with the right to take the same by hunting shooting and fishing (d) all rights of advertisement with the right to erect inspect maintain and alter advertisement hoardings on the holding (e) all works and appliances of the Board now in over under or upon the holding with the right to use inspect and maintain the same and the right to construct erect use inspect and maintain any additional works and appliances in over under or upon the holding TO HOLD (subject to all rights easements and liabilities affecting the same) for a period of twelve months from the twenty ninth day of September 1990 and thereafter determinable as hereinafter mentioned at the yearly rent of four hundred pounds (£400) upon the terms and conditions hereinafter contained :—

Particulars of the holding hereby let		
Situation	Description	Area
Marks Tey in the County of Essex	Land	11 Acres (4.45 hectares) or thereabouts

1. THE Tenant hereby agrees with the Board as follows :—

(i) To pay the rent reserved in advance by equal half-yearly payments on the twenty fifth

day of March and the twenty ninth day of
September

in every year the first payment or proportionate payment of rent
to become due and to be paid on the twenty ninth day of

September 1990 and [at the expiration of the tenancy] to pay to the Board a
proportionate part of the rent up to the day on which the tenancy shall expire if it shall
terminate on a day other than one of the said days.

- (ii) To pay all rates taxes charges assessments duties and outgoings whatsoever which now are or during the tenancy shall be assessed charged or imposed upon the holding payable either by Landlord or Tenant in respect thereof.
- (iii) To farm the holding in accordance with the rules of good husbandry, enacted by the Agriculture Act 1947 and to maintain repair and insure all items of fixed equipment (including fences) within the meaning of the Agricultural Holdings Act 1948.
- (iv) Not to break up or convert into tillage any part of the holding which is now meadow or pasture without the previous consent in writing of the Estate Surveyor and Manager (Anglia Region) of the Board (hereinafter called the "Surveyor").
- (v) Not to do or suffer to be done in or upon the holding any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Board or their tenants or the occupiers of any of the adjoining property or the neighbourhood.
- (vi) Not to assign sublet or part with the possession of the holding or any part thereof.
- (vii) To permit the Board their servants or agents at all reasonable times to enter and view the holding for the purpose of seeing that the same is in good order and condition or for repairing or altering the same or any adjoining property of the Board in case they think fit so to do and after notice has been given to determine the tenancy to affix notices on the holding advertising the same for sale or letting and to authorise applicants to enter and view the same.
- (viii) Not to make any claim or demand whatsoever on the Board their servants or agents in respect of any damage loss injury or any inconvenience which may be suffered by the Tenant in consequence of the exercise by the Board on their adjoining or neighbouring land of their statutory powers without negligence.

2. PROVIDED ALWAYS AND IT IS HEREBY AGREED :--

- (i) The holding is not let and shall not be used as a market garden allotment or allotment garden.
- (ii) The tenancy hereby created may be determined--
 - (a) by either party giving to the other twelve calendar months' notice in writing to expire at the end of any year of the tenancy.
 - (b) in the event of the Board requiring the whole or any portion of the holding for any purpose (not being the use of land for agriculture) for which it was acquired or held by the Board or for building mining or other industrial purposes or for roads or sewers necessary in connection with any of those purposes by the Board giving three calendar months' notice in writing to the Tenant or in case of emergency twenty-four hours' notice whereupon compensation recoverable from the Board shall be in accordance with the provisions of the Agricultural Holdings Act 1948.

And if the rent or any part thereof shall be unpaid for twenty-one days next after any of the days whereon the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be a breach or non-observance by the Tenant of any of the agreements conditions or provisions herein contained then and in any such case the tenancy hereby created shall thereupon cease and it shall be lawful for the Board by their servants or agents to re-enter upon and take possession of the holding.

- (iii) The receipt of rent on the part of the Board shall in itself not be and shall not be deemed to be a waiver of any of the agreements, conditions or provisions herein contained and on the part of the Tenant to be observed and performed.

- (iv) Any notice to be served on the Tenant may be sent by the recorded delivery service to his last known place of business or abode or such notice may be affixed to any part of the holding.
- (v) All notices which under the terms hereof are required to be given to the Board shall be deemed to be effectively served if addressed to the Board and served upon the Surveyor at his office at Great Northern House, 79-81 Euston Road, London NW1 2RT.
- (vi) The Tenant shall on the execution hereof pay the sum of two hundred pounds (£200) + VAT in respect of the cost of preparing and stamping this agreement and a counterpart thereof.
- (vii) The Tenancy commencing the twenty first day of September 1982, and signed by the Board's representative is surrendered, and returned to the Board prior to the commencement of this Agreement.

AS WITNESS the hands of the said ALAN SHRUBSHALL
and (the affixing of the Common Seal of) the Tenant the day and year first before written.

SIGNED by the said ROSEMARY JILL
BURWOOD

X *R. J. Burwood*

in the presence of :-

Witness *R. J. My*
Address *Townroath, Sanson Heath,*
Chis, Stroudsburg
Occupation *Salesman*

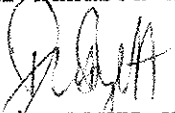
THE COMMON SEAL of.....
.....
was hereunto affixed in the presence of :-

..... } Directors
..... }
..... } Secretary

RENT REVIEW MEMORANDUM

AGREEMENT dated - 26 NOVEMBER 1990
THE PREMISES - LAND AT MARKS TEY
THE LANDLORD - BRITISH RAILWAYS BOARD
THE TENANT - ROSEMARY JILL BURWOOD

By this MEMORANDUM the LANDLORD and the TENANT declare and agree that the YEARLY RENT reserved by the above-mentioned AGREEMENT has been reviewed in accordance with the provisions of the said AGREEMENT and the new YEARLY RENT effective on and from the twenty ninth day of September 1994 is four hundred and fifty pounds (£450)


Signed by DAVID WILLIAM BRYETT
For and on behalf of the Landlord

Signed by ROSEMARY JILL BURWOOD
For and on behalf of the Tenant



Date - 17.2.94

MARSTON 16/10/0021

Dated 26th November 19 90

The
British Railways Board

AND

MRS. R. J. BURWOOD

=====

Agreement

— as to —

TENANCY OF Land (11 acres or thereabouts), Marks Tey, Essex.
