M.R.O. 14—18,000—27-9-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1739 Press ~~Mis.~~

316. 317

Dated 21—9— 1864.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
21st September 1864.

No. 316. Read the following Proceedings of the Madras Government in the Public Works Department :—

Communicating forms of Agreements and Leases in use in England for letting land for building purposes. } (Here enter 13th September 1864, No. 2,658.)

No. 317. ORDER THEREON, 21st September 1864, No. 1,739.

Miscellaneous. Communicated to the Board of Revenue.

(True Extract.)

(Signed) C. G. MASTER,
Deputy Secretary to Government.

To the Board of Revenue, with Proceedings Public Works Department, No. 2,658.

Exd, S, T. Augustin.

Proceedings of the Madras Government, Public Works Department,
13th September 1864.

No. 263. Read the following Proceedings of the Governor General of India in Council, Public Works Department, dated Simla, 16th July 1864, Circular No. 46:—

Forms of Agreements and Leases in use in England for letting Land for building purposes.

Read the following letter:—

From the Acting Under Secretary to Government, Bombay, Public Works Department, No. 1,129 M, dated 1st July 1864, forwarding copies of the above-mentioned forms with a paper of general particulars,

Enclosure to Public Works Circular No. 46 of 1864.

FISHMONGERS, LONDON.

PARAGON ROW ESTATE.

WALWORTH.

CONDITIONS FOR LETTING THE LAND.

GENERAL PARTICULARS.

1. On a building lease or leases for 80 years from Christmas 1863; first year at a peppercorn.

2. The ground may be tendered for, for warehouses, manufactories or dwelling houses, according to the views of the proposer; but in any case the appropriation and arrangement of the land and buildings to be subject to the approval of the Company.

3. Proper roads, foot-paths, pavements, and drains, will have to be made at lessee's expense to the Company's satisfaction, and to meet the requirements of the Local Board or other authorities.

4. The road in Paragon Row to be repaired and kept in repair, if necessary, at lessee's expense, so far as the same is not taken in charge by the local authorities.

5. The foot-paths towards the roads to be adapted to the frontages, and laid with new 3-inch York paving and granite curb.

6. No gravel or sand to be removed from the premises without permission of the Company.

7. The buildings to be erected in carcase, and the external enclosures, pavements, and drains completed within the first twelve months of the term, when a lease or leases, if more than one, will be granted to the builder, or his nominee, at apportioned rents to be fixed by the Company's Surveyor, with separate covenants, on the certificate of Mr. Suter, or the Company's Surveyor for the time being, that the buildings have been erected according to the agreement, to his satisfaction, and on the lessee or lessees executing a counterpart or counterparts: provided that if any party requires separate leases, at least £500 in value of buildings is to remain unleased until the final lease is granted.

8. The lines of frontage, levels and level of ground floors to be determined and set out by the Company's Surveyor; and the boundaries towards other premises not belonging to the Company, as also those between Tenant and Tenant, to be fixed by the said Surveyor.

9. The Tenant or Tenants securely to enclose and keep enclosed the premises from time to time, and all requisite hoarding, lighting, watching, or otherwise, to be provided at his or their expense.

10. Before any building is begun, working drawings and specifications are to be submitted to the Company's Surveyor for his approval, with the understanding that the printed specification is to be followed where applicable.

11. Tenders to be addressed to the Company's Clerk, "WILLIAM B. TOWSE, Esq., Fishmongers' Hall," sealed up and endorsed "Tender for Paragon Row Estate," and left at Fishmongers' Hall on or before eleven o'clock of the 15th of February, on which day the Committee will meet to open the same; and the parties tendering, or some one on their behalf, are requested to attend at half past two o'clock.

The tenders are to state the minimum sum proposed to be expended in the erection of houses or other buildings in carcase.

12. The Company do not engage to accept the highest or any tender.

13. The party tendering shall, within seven days after notice in writing, signed by the Company's Clerk, of the acceptance of the tender has been sent by post to the address appearing on the tender, sign and deliver to the said Clerk an agreement in the form endorsed her eon.

14. Parties may tender for the whole of the land or any portion; and in the event of a tender being accepted, and an agreement executed, the Company will give possession within 31 days from the date of the agreement.

15. Lessee to admit the free running of water and soil through the premises where requisite to do nothing which shall obstruct the water-courses, and to contribute a fair proportion (to be assessed by the Company's Surveyor) towards the expense of repairing, cleansing, or keeping effective the same.

16. The land may be appropriated for the erection of warehouses, factories, or dwellings as may be previously agreed upon, and no alteration to be made thereto, or upon the premises, or any additional building set up without the permission of the Company, to be signified in writing by their Clerk for the time being.

17. Rent payable quarterly at the Company's Hall, net, free from any abatement therefrom for land-tax, sewers' rate, or any other rate or tax except the landlord's property tax.

18. No part of the premises to be occupied as a public house or beer-shop, without the permission of the Company, nor for any other trade, use, or occupation whatsoever, that shall in the judgment of the Company be or be likely to become a disparagement, annoyance, or inconvenience to this or their other property, or to them or their Tenants or lessees adjoining.

19. No agreement for a lease to be parted with without license.

20. The leases and under-leases to be prepared by the Clerk of the Company, at the lessee's expense. The expense of a lease and counterpart not to exceed £5, exclusive of stamps and parchment, and a charge of one Guinea for the plans. The agreements will be prepared by the Company's Clerk free from charge.

21. The title of the lessers not to be investigated or questioned.

22. The lease will contain, in addition to the foregoing, such other covenants as are usual in the Company's leases, and it is to be assumed that the party tendering has seen the same and agrees thereto. The form of the lease may be inspected on application to the Company's Clerk.

23. If the several conditions herein contained or referred to, shall not be fully complied with, all title and interest under the tender and agreement shall be absolutely forfeited, and the ground and all buildings thereon shall vest in and be the absolute property of the Company, who shall be at liberty to re-enter and take possession as if the tender had not been accepted or the agreement entered into; and where time is specified the same shall be of the essence of the contract.

SPECIFICATION.

All brick-work (except facings) to be of hard grey stocks, and mortar of lime and sharp sand in proper proportion.

The fronts and return fronts, where not composed, to be of malm-facings and gauged arches.

All chimney shafts malm-faced. No place bricks or old bricks will be allowed to be used. Footings to all 9-inch walls to be 2 courses in 2 bricks, and 1 course in 1½ bricks, with 15 inches thickness of concrete under, which is to project 3 inches of a side beyond the footings. Footings to all other walls in the same proportion. The return front towards a street or opening to correspond to the principal front.

Roofs to be covered with stout Countess or Duchess slates, copper-nailed. Gutters to be of lead 7 lb. to the foot; to turn up 5 inches, and to have 5lb. flashings, 7 inches wide

to eaves; 5lb. flashings at top and on level lines, and 5lb. step flashings to raking lines; 3-inch cast-iron pipes, with proper heads and shoes. Every house to have proper 6-inch tubular drains laid to a fall, and to communicate with the public sewer.

The buildings to be erected according to plans and elevations, and sections, or other working drawings to be submitted by the builder, and approved of by the Company's Surveyor, and to his satisfaction, and to consist of basement, ground floor, and two square stories above.

Each house to have at the least one pan water-closet apparatus, with lead D trap, and water-service laid on from the main to a slate cistern. Wrought-iron bearing bars to all chimney openings, 2½ by ⅜, also under-arches of all external door and window openings. The enclosure of the ground of every separate tenancy to be by brick walls, on concrete foundations, and to be coped with brick-on-edge in cement.

All timber to be Baltic; all oak to be English; deals yellow, of approved quality. No rafter quarter joist, or other timber to be more than 12 inches apart in the clear; inch yellow deal gutter boards, laid to a fall of 2 inches in 10 feet, with No. 2 two-inch drips in the length from front to back. Floors not to hold less than inch thick, and each room to be cross strutted; warehouse floors 1½ inches; plates 4½ by 3, quarters 4 by 2½, heads and sills and corner posts 4 by 3; every story post to be of cast-iron, and the bressummer, where of fir, to be 13 by 12. No timber to be let into the party-walls for any purpose whatever. Trimmers to be carried on ¾ inch wrought-iron corbels, 6 by 4½, built in. Roof plates on York or iron corbels. Two tier of fir bond 4½ by 3 in the height of each story, or iron-hoop bond, as will be specified.

Window frames to have oak sills. Portland sills to all openings in front and return fronts, 9 by 3½ sunk, weathered, and throated. All sashes to hang double.

Every boarded floor in the basement, or on the ground surface, without a story under it, is to have oak plates 4½ by 3, and fir joists 5 by 3, and to have a clear space of nine inches below the joists, with a current of air under it, by means of cast-iron ventilating air bricks 9 by 6, two at each extremity.

In case of the use of either improper materials or workmanship, upon notice being given to the builder or his workmen by the Surveyor, or any party acting for him, the same shall be immediately removed or amended.

The tenant is to send three days' notice in writing to the Company's Surveyor before beginning the foundation of any house or building.

RICHARD SUTER,
Architect and Surveyor.
28, FENCHURCH STREET.

November 1863.

INDORSED.

An Agreement made the day of 186 . WILLIAM BECKWITH TOWSE, *Clerk of the Fishmongers' Company, by virtue of a Power of Attorney from the said Company, bearing date the 14th August* 1862, *hereby agrees that the said Company shall grant unto*

or nominee or nominees,

and the said
hereby agree that or nominee or nominees
shall take a lease or leases of

at the rent of £ upon the terms and conditions contained in the within General Particulars and Specification, and it is further agreed that until the lease or leases shall be granted and taken, both parties shall be bound by the within conditions and provisions.
Dated this day of 186 .

Form No. 2.

Memorandum of Agreement made this day of 186 , between WILLIAM BECKWITH TOWSE, of Fishmongers' Hall, London, Esquire, duly authorized in this behalf by Power of Attorney under the Common Seal of the Wardens and Commonalty of the Mistery of Fishmongers of the City of London, dated the 14th day of August 1862, of the one part, and of the other part.

WILLIAM BECKWITH TOWSE agrees that if and so soon as the said who is hereinafter referred to by the expression the intended Lessee, or his Executors, Administrators, or Assigns, shall have erected and roofed in, in carcase Messuages or Tenements, and completed the external Inclosures, Pavements, and Drains for the same, within the time and according to the particulars and conditions set forth in the printed Specification and Particulars hereunto annexed, and made and performed all the works and other things therein specified or referred to, according to the terms and provisions thereof, so far as applicable, the said Wardens and Commonalty, their Successors or Assigns, shall and will grant to the said intended Lessee, his Executors and Administrators, or his or their Nominee or Nominees, a Lease or Leases of all that piece or parcel of containing Land situate at Walworth in the County of Surrey, as comprised within the several dimensions marked on the plan drawn hereon or affixed hereto, together with the said Messuages or Tenements so erected in carcase thereon, with the appurtenances; to hold to the said intended Lessee, his Executors, Administrators and Assigns, or Nominee or Nominees, from the 25th day of December 1862, for the full term of 80 years, at and under the rent of a peppercorn for the first year, and at and under the yearly rent of £ for the residue of the said term, the first quarterly payment becoming due on in respect of the whole of the said plot of ground, or a proportionate part of the said sum of £ , in case the said plot of ground shall be divided, and more than one lease required to be granted thereof; which said Lease or Leases, and the counterpart or counterparts thereof, are to be prepared by the Clerk to the said Mistery, and are to contain the several covenants, clauses, provisoes, restrictions, and agreements contained and set forth in a printed draft thereof, to which the said intended Lessee has subscribed his name. And the said intended Lessee, for himself, his Heirs, Executors and Administrators, doth hereby undertake, promise, and agree that he the said intended Lessee, his Executors or Administrators, or his or their Nominee or Nominees, shall and will accept such lease or leases on the terms and conditions aforesaid, and execute a counterpart or counterparts thereof when required, and pay the charges of the same, according to the said Specification, and also the sum of in respect of the expenses incurred by the said Wardens and Commonalty for sewers, drains, granite curb, and water tabling; and also shall and will, on or before the day of next, well and duly do and perform all the works, matters and things in and by the said Specification stipulated and provided to be done and performed previously to the granting of the said lease or leases, and shall and will in all things comply with, and abide by, the provisions and terms of the said Specification and Particulars. And it is also further agreed by and between the said parties hereto, that if the said intended Lessee, his Executors, Administrators, or Assigns shall not erect and complete the said carcases of the said Messuages, Tenements, or buildings, and do all the other works in conformity with all and every the requirements in the said printed Specification and Particulars mentioned or referred to, and according to the true intent and meaning of these presents, then these presents shall be null and void, and it shall be lawful to and for the said Wardens and Commonalty, their Successors and Assigns, into and upon the said Land and Premises, or any part thereof not previously leased in the name of the whole to re-enter and put out and remove all occupiers thereof, and have

again, re-possess and enjoy the said land and Premises, with the appurtenances, as in their first and former state; and thereupon all materials which shall then be in and upon the said Land, and which shall have been used or partly used in erecting the said Carcases, Buildings, or any part of them, shall be forfeited to and thereby become the sole and absolute property of the said Wardens and Commonalty and their Successors and Assigns; and it is hereby further agreed, that until a lease or leases of the whole of the said land shall have been executed, the said intended Lessee, his Executors, Administrators, and Assigns, shall, as to such part thereof as shall not have been actually demised be subject to the same covenants, provisoes, and agreements (so far as applicable), as if a lease thereof had been granted as aforesaid and a counterpart executed by him or them. In Witness whereof, the said WILLIAM BECKWITH TOWSE, and the said intended Lessee have hereunto set their hands the day and year first above written.

SPECIFICATION AND PARTICULARS FOR LETTING THE GROUND.

The foot-path along the frontage and return frontage to be laid with the best 2½ tooled York paving altered and adapted to the new frontages. The paving to the frontage in Gloucester Row and Walworth Road, and other pavements subject to the control of public authorities, are to be provided or re-laid and made good, as the said authorities may direct at the expense of the party taking the ground.

No gravel or sand to be dug or removed from the premises without permission of the Company's Surveyor.

The buildings to be erected in carcase, and the external enclosures, pavements, and drains completed within the first twelve months of the term, when a Lease or Leases will be granted to the Builder, or his Nominee, at his or their option, at an apportioned rent on each lease, on the certificate of the Company's Surveyor that the buildings have been erected according to the agreement and to his satisfaction.

The lines of frontage, levels of pavements and level of ground floors, will be determined and set out by the Company's Surveyor; and the boundaries towards other premises not belonging to the Company, as also those between Tenant and Tenant, be fixed by the said Surveyor.

The Tenant or Tenants securely to enclose and keep enclosed the premises from time to time, and all requisite boarding, lighting, watching, or otherwise to be provided at his or their expense.

In the case of any part of the ground being taken for erecting buildings thereon, other than private dwelling-houses, or dwelling-houses with shops, in every such case, before the building is begun, working drawings and specifications are to be submitted to the Company's Surveyor for his approval, it being understood that this printed specification is to be followed where applicable.

The Lease for 80 years from Christmas 1862, the first year at a peppercorn. The Lessor's title not to be inquired into:—

For the Covenants of the Lease see the draft copy of same.

The frontage in the Walworth Road to be appropriated for private dwelling-houses.

The houses and buildings to be erected according to the signed drawings prepared for the purpose.

The agreements and the Lease and counterpart to be at Lessee's expense; the cost thereof to be, for the Agreements £1, and for the Lease and counterpart £5, in addition to the cost of the requisite stamps and parchment, and a charge of 1 Guinea on each Lease for plans, to be paid on execution thereof respectively.

The parties taking the ground shall pay to the Company a portion of the expense of the Sewers and Drains already provided, also of the Granite Curb and Water Tabling, the sum to be so paid being stated at the time of taking the ground, and will be set forth in the agreement, and shall be paid prior to the delivery of the Lease.

The brick-work (except facings) to be of hard grey stocks, and the mortar to be of lime and sharp sand, in the proportion of 3 to 1.

The fronts and return fronts and chimney shafts, where not composed, to be of malm-facings and gauged arches.

No place bricks or old bricks will be allowed to be used. Footings to all 9-inch walls to be 2 courses in 2 bricks; and 2 courses in 1½ brick with 15 inches thickness of concrete under, which is to project 3 inches of a side beyond the footings. Footings to all other walls in the same proportion. The return fronts towards a street or opening to correspond to the principal front. In cases where considered necessary by the Company's Surveyor an additional depth of concrete and foundation will be required.

ROOFS to be covered with stout Countess or Duchess slates, copper-nailed. Gutters to be of lead 6lb. to the foot, to turn up 5 inches, and to have 5lb. flashings 7 inches wide to eaves; 5 lb. flashing at top and on level lines, and 5 lb. step-flashings to raking lines; 3-inch cast-iron pipes, with proper heads and shoes. Every house to have proper 6-inch tubular drains laid to a fall, and to communicate with the public sewer.

The buildings to be erected according to plans and elevations, and sections, prepared and exhibited; and to the requirements of the Building Act, and of any authorities having jurisdiction, and likewise to the satisfaction of the Company's Surveyor, and to consist of basement, ground floor, and one or two square stories above respectively.

Each house to have at the least one earthenware pan water-closet, with syphon, trap, and water-service laid on from the main to a slate cistern. The inside of all parapets, as all party parapets, to be composed with a cement or stucco, to be approved by the Company's Surveyor; wrought-iron bearing bars 2½ by ⅜ to all chimney and external doors and window openings. The enclosure of the ground of every separate tenancy to be by brick walls, on concrete foundations, and to be coped with brick-on-edge, in cement.

Timber to be Baltic; oak to be English; deals yellow, of approved quality. No rafter, quarter joist, or other timber to be more than 12 inches apart in the clear; inch yellow deal gutter boards, laid to a fall of 2 inches in 10 feet with No. 2 two-inch drips in the length from front to back. Floors not to hold less than inch-thick, and each room to be cross-strutted; plates 4½ by 3, quarters 4 by 2½, heads and sills and corner-posts 4 by 3; story posts 12 by 5, and the bressummer, where of fir, to be 13 by 12. No timber to be let into the party-walls or chimney flues for any purpose whatever. Trimmers to be carried on ¾ inch iron corbels. Roof plates on York or iron corbels. Two tier of fir bond 4½ by 3 in the height of each story.

Window frames to have oak sills. Portland sills to all openings, in front and return fronts, 9 by 3½ sunk, weathered and throated, and 3-inch tooled York to back fronts. All sashes to hang double.

Every boarded floor in the basement or on the ground surface, without a story under it, is to have oak plates, 4½ by 3, and fir joists 5 by 3, and to have a clear space of 9 inches below the joists, with a current of air under it by means of cast-iron ventilating air-bricks 9 by 6, two at each extremity.

In case of the use of either improper materials or workmanship, upon notice being given to the Builder or his workmen by the Surveyor, or any party acting for him, the same shall be immediately removed or duly amended.

The Tenant is to send three days' notice in writing to the Company's Surveyor, before beginning the foundation of any house or building.

August 1862.

RICHARD SUTER,
Architect and Surveyor to the Company.
28, FENCHURCH STREET.

Form No. 3.

This Indenture made the day of in the year of our Lord one thousand eight hundred and sixty BETWEEN THE WARDEN AND COMMONALTY OF THE MISTERY OF FISHMONGERS of the City of *London*, hereinafter called the Lessors, of the one part, and

hereinafter called the Lessee , of the other part, WITNESSETH that in consideration of the rent, covenants and clauses hereinafter reserved and contained, the Lessors DO by these presents demise and lease to the Lessee ALL THAT

which Premises are delineated on the Ground Plan in the margin hereof, AND all the Rights, Easements and Appurtenances whatsoever to the said demised Premises belonging or in anywise appertaining, DO HOLD the said Messuage, Tenement and other Premise hereby demised, with the Appurtenances, to the Lessee Executors. Administrators and Assigns, from the day of for the term of years thence next ensuing; YIELDING AND PAYING therefore in every year during the said term to the Lessors, their Successors and Assignss at their Hall, called Fishmongers' Hall, the rent of pounds (which includes the redeemed Land Tax pounds) by equal quarterly payments on the day of the day of the day of and the day of in every year, clear of all Deductions and Abatements whatsoever, except the Landlord's Property or Income Tax, the first payment of such rent to become due on the day of now next; AND the Lessee doth hereby for Heirs, Executors, Administrators and Assigns convenant with the Lessors, their Successors and Assigns.

1.—To pay to the Lessors, their Successors and Assigns, the said rent in manner and on the day and at the place aforesaid;

2.—ALSO to pay the Sewer and Drainage rates, and any future Land Tax, and all other Rates, Taxes, Rent, Charges or Compositions in lieu of Tithes, Assessments and impositions whatsoever, as well Parliamentary as Parochial, which now or at any time hereafter during the same Term may be charged, assessed, or imposed on the said Premises, or on any part thereof, or in respect of the occupation thereof, or upon the Landlords or Tenants thereof, in respect of the same, whether the same shall be in the nature of those now in being or not, the Landlord's Property or Income Tax only excepted;

3.—ALSO to duly finish, complete and make fit for habitation the said Messuages or Tenements, with the Appurtenances, on or before the day of one thousand eight hundred and

4.—ALSO to paint or cause to be painted in a good and workmanlike manner, at the costs and charges of the Lessee once in every four years of the said Term, twice over with good Oil Paint of suitable colour all the outside Wood, Iron and other Painted Work of the said demised Premises, and all Erections and Buildings which shall or may be erected or built on the ground hereby demised during the said term, and wash, scrape, lime-white and colour respectively such other exterior parts of the said demised Premises as have been before so done; AND ALSO within the last three years of the said term to paint or cause to be painted in a good and workmanlike manner, twice over with good oil paint of suitable colour, the whole of the inside work of the said Premises, as and where the same may have been before or ought to be painted; and wash, scrape and whiten the interior plastering thereof, and renew the paper-hanging.

5.—ALSO to well and sufficiently repair, uphold, maintain, glaze, pave, scour, cleanse, and keep in repair the said Premises; and all Erections and Buildings which shall or may be erected or built on the ground hereby demised, and the Drains, Gutters, Privies, Water-closets, Pumps, Sinks, Water-courses, Glass and Glass Windows, Fixtures, and Appurtenances thereto belonging, with all needful reparations, cleansings and amendments whatsoever. AND in case the party or other Walls of the said Premises, or any of them shall require to be repaired, or be pulled down by virtue of the Building Act, or any other Act or Acts of Parliament, to bear and pay all charges and expenses occasioned thereby, or by the re-building of any new Wall or Walls in the place thereof;

6.—ALSO at the end or on the determination of the said term, by forfeiture or otherwise, peaceably and quietly to leave, surrender, and yield up to the Lessors, their Successors or Assigns, the said Premises, with the Appurtenances, so well and sufficiently required upheld, maintained; glazed, paved, scoured, cleansed, and kept as aforesaid, together with all Doors, Locks, Keys, Bolts, Bars, Shutters, Wainscots, Partitions, Dressers, Shelves, Closets, Water-closets, Waste and Service Pipes, of lead or iron, Sinks, Pumps, and Cisterns, and all other Fixtures and Articles usually deemed Landlord's Fixtures, which now are or which shall during the said term be set up, fixed or fastened in or about the said Premises, or any part thereof;

7.—ALSO that it shall be lawful for the Lessors, their Successors and Assigns, and their Officers or any of them, with or without workmen, or others from time to time, and at all times hereafter during the said term, at seasonable times, in the day time to enter into and upon the said Premises hereby demised or any part thereof to view and examine the state and condition of the same Premises, and every part thereof and during the last seven years of the said term to take a Schedule of all fixtures or articles affixed, or belonging to the said Premises, or any part thereof; AND the Lessee Executors, Administrators or Assigns shall and will from time to time within three calendar months next after every or any notice in writing for that purpose shall have been given by or on behalf of the Lessors, their Successors and Assigns to the Lessee Executors, Administrators or Assigns, or left on the said demised Premises, at his or their costs and charges and to the satisfaction of the Surveyor for the time being of the Lessors, their Successors, or Assigns, well and effectually repair and amend the said Premises in accordance with the requirements of such notice with good sound, proper and sufficient materials;

8.—ALSO to preserve and maintain during the continuance of the said term, the armorial bearings of the Lessors, or such other marks of proprietorship as are now or shall be affixed or put up by the Lessors or their Successors, in, upon or against the said Premises, or any part thereof, and to permit, the Lessors and their Successors from time to time to affix armorial bearings or marks, and to renew, change, or remove the same at their discretion;

9.—ALSO that the Lessee Executors, Administrators or Assigns shall not during the said term, make, permit, or suffer any alteration to be made, of or in or upon the said Premises, without the license and consent in writing of the Lessors, their Successors or Assigns for that purpose first obtained;

10.—ALSO not to use any part of the Premises as a beer-shop or Public house, or use or exercise or permit to be used or exercised, any noisome, hazardous or offensive trade, business or occupation, or do or suffer to be done on the said Premises anything which may vitiate any Policy of Insurance effected or to be effected thereon, or which may increase the rate of premium payable thereon, or may grow to the annoyance, prejudice or disturbance of the Lessors, their Successors or Assigns, or any of their tenants.

11.—ALSO not to stop up, darken, or obscure any windows or lights belonging to the said Premises or any window or light of any other Messuage or Tenement belonging to the Lessors, their Successors or Assigns, or permit any window, light or other encroachment or easement to be made into, against or upon the said demised Premises, or any part thereof, which may prejudice or tend to prejudice the rights of the Lessors, their Successors or Assigns; And in case any encroachment whatsoever shall be attempted to be made by any person or persons whomsoever as aforesaid, to give immediate notice thereof in writing to the Lessors, their Successors or Assigns, or to their Clerk at their said Hall;

12.—ALSO in case the Lessee Executors, Administrators or Assigns shall at any time sell, alien, assign, demise or underlet or enter into any legal or equitable contract, to sell, alien, assign, demise or underlet the said Premises, or any part thereof, whether absolutely or by way of mortgage for the whole or any part of the said term, except to undertenants for terms not exceeding three years, within one calendar month next after every such act to leave with the Clerk of the Lessors or their Successors or Assigns at the said Hall, a true copy of the Deed or

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instrument by which any such sale, alienation, assignment, demise contract, or underletting shall have been effected, and at the same time produce to the said Clerk, such Original Deed or instrument for the purpose of his examining the same, and testing the accuracy of the said copy, and at the same time pay or cause to be paid to the said Clerk the sum of twenty-one shillings.

13.—AND it is hereby covenanted that the said Premises shall, during the said term, be insured and kept insured by the Lessors, their Successors or Assigns, against loss or damage by fire, in or by some or one of the Public Offices or Corporations of London or Westminster, in the sum of £ AND that the Lessee Executors, Administrators or Assigns shall, on the day of in each year, pay to the Lessors, their Successors or Assigns, the full amount of the annual premium and duty for or in respect of such insurance. And that in case of non-payment by the said Lessee Executors, Administrators or Assigns of such insurance monies, or any part thereof, the same shall be recoverable from time to time by distress or otherwise, in the same manner as if the same were rent hereby expressly reserved. AND that in case the said Premises, or any part thereof, shall at any time be burnt down, or destroyed, or damaged by fire, then all such sum or sums of money as shall become payable and be received by virtue of any such Insurance shall, with all convenient speed, thereafter be laid out and applied in and towards the rebuilding, reinstating, or repairing such Premises; and in case the monies to be received by virtue of such insurance shall not be sufficient for that purpose, then that the Lessee Executors, Administrators or Assigns shall bear and pay all the additional costs and expenses of such rebuilding, reinstating, or repairing.

14.—AND the Lessors, for themselves, their Successors and Assigns, do hereby covenant with the Lessee Executors, Administrators and Assigns, that the Lessee Executors, Administrators and Assigns paying the said rent hereby reserved as and when the same shall become due and payable, and performing and observing all and every the covenants, conditions and agreements herein contained on and their part and behalf, shall and may hold and enjoy the said Premises, with their appurtenances during the said term hereby granted, without any ejection, disturbance or interruption of or by the Lessors, their Successors or Assigns, or any person or persons lawfully claiming or to claim by, from, under or in trust for them.

15.—PROVIDED nevertheless, that if the said rent or any part thereof, or any sum or sums of money payable for keeping up such Insurance as aforesaid, shall be unpaid for twenty-one days next after either of the said days of payment, or the respective times when the same ought to be paid (although no demand shall have been made) or if all or any of the covenants, conditions and agreements herein contained on the part of the said Lessee Executors, Administrators and Assigns be not observed and performed. THEN and in any or either of the said cases the Lessors, their Successors or Assigns into and upon the said Premises, with the appurtenances, or any part thereof in the name of the whole may lawfully re-enter and put out and amove the said Lessee Executors, Administrators or Assigns, and all and every other occupier or occupiers thereof, and have again, retain, re-possess, and enjoy the said Premises as in their first and former state. IN WITNESS whereof the Lessors have caused their Common Seal to be affixed to one part of these presents, and the Lessee set Hand and Seal to the other part thereof, the day and year first above written.

Form No. 4.

An Agreement made this day of one thousand eight hundred and sixty between *HENRY CHARLES STURT, of Critchill House, in the County of Dorsest, Esquire*, of the one part, and

of the other part.

The said *Henry Charles Sturt*, agrees to grant to the said
and the said agrees to take from the said *Henry Charles Sturt* a lease of a piece of ground, situate in
, in the parish of Saint Mary, Islington, in the County of Middlesex, containing by admeasurement the several dimensions more particularly described in the plan thereof drawn in the margin hereof be the same several dimensions little more or less (except and reserved the free passage and running of water and soil coming from any other buildings and ground contiguous to the said premises, in and through the drains and water-courses made or to be made upon or under the said premises).
TO HOLD from the day of
one thousand eight hundred and
for the term of years

at the clear yearly rent of

payable quarterly, clear of all rates, taxes, tithes rent charge in lieu of tithes, or other deductions whatsoever present or future (except property tax.)

The said
hereby agrees with the said *Henry Charles Sturt*, as follows:—

Firstly.—That the said
will before the day of one thousand eight hundred and sixty , erect, build, and cover in, in a perfect and workmanlike manner
story private dwelling houses (and no more) containing rooms in each story, in front of the said ground, agreeably to the line of building frontage prescribed by the Surveyor of the said *Henry Charles Sturt*. the whole to be executed with sound materials of such size and quality as are described in the specification hereunder written, and according to the plans and elevations fixed on and approved by the said Surveyor of the said *Henry Charles Sturt*. The said houses to be completely finished, with all necessary and proper fixtures and fittings, and made fit for habitation before the day of
one thousand eight hundred and sixty

Secondly.—That no additional building be erected on the said ground without the consent in writing of the said *Henry Charles Sturt*, except a wash-house to each house of such height and dimensions as shall be fixed by the Surveyor of the said *Henry Charles Sturt*, the chimney to the said wash-house to be carried up in brick-work to the same height as the chimney shafts of the main building.

Thirdly.—That the said shall, at his own expense, take all such precautions for guarding against injuries to passengers along the said intended road called as might be required under the Act of Parliament for the better local management of the metropolis, or any Act amending the same, either from him the said
or from the said *Henry Charles Sturt.*

Fourthly.—That the said
shall, when required by the said *Henry Charles Sturt*, or by his Surveyor, pay a due proportion with the other tenants of the Islington Estate of the said *Henry Charles Sturt*, of all the expenses of making, repairing, maintaining and cleansing the common sewer and drains, and likewise of making, repairing, and keeping in repair, the roads and ways, and in putting down kerb

and gravel for the footways, or channelling for the roads for the use and service of the said premises, such contribution to be at the rate prescribed and fixed by the said *Henry Charles Sturt*, or his Surveyor for the time being; and shall, previous to the execution of the lease and counterpart hereinafter mentioned, pay and discharge all fees to the District Surveyor acting in pursuance of any Act regulating Metropolitan buildings in respect of any house or houses or out-house or out-houses erected in pursuance of this agreement.

Fifthly.—That the said shall not be entitled to require any evidence or statement of the title to the said premises.

Sixthly.—It is hereby agreed that in case the said houses and buildings with the appurtenances shall be built and covered in within the time and in the manner before mentioned, the fences, drains, and pavements completed, and the aforesaid payments made, a lease of the said premises and a counterpart thereof, shall be prepared by the Agent of the said *Henry Charles Sturt*, and executed pursuant to this agreement, in which shall be contained all such covenants, clauses, and agreements as are expressed in the draft or form thereof, already prepared, and now shown to and approved by the said
and marked with the letter A, and such other covenants or clauses as may be necessary or proper with reference to this agreement, the expense of the said lease and a counterpart, and of this agreement, to be paid by the said . And that until the intended lease shall be granted, the said *Henry Charles Sturt*, his Heirs and Assigns, shall have and may use and exercise all remedies by distress, action, suit and otherwise, for recovering rent in arrear or for breach or non-performance of Lessee's covenants and agreements, in the same manner as if such lease had been perfect, and shall have a right of re-entry into the premises for breach or non-performance of the agreement to build, and other agreements herein contained, of the said
and all erections, buildings, building materials, and other articles and things, of every sort and kind, which shall be on the said ground shall on such re-entry become forfeited, and become the absolute property of the said *Henry Charles Sturt*.

Lastly.—It is hereby agreed that this agreement shall not, nor shall anything herein contained, operate, or be deemed to operate, as an actual or present demise of the said premises, or to give to the said any legal estate or interest therein until the lease hereby provided for shall be actually granted.

IN WITNESS whereof, the said parties have hereunto set their hands the day and year first above written.

Signed by the said Henry Charles Sturt, in the presence of }

Signed by the said in the presence of }

SPECIFICATION REFERRED TO BY THE FOREGOING AGREEMENT.

The houses to be built agreeably to the general plans, elevations, and sections shown in the drawings, at the Office of the Surveyor to the said Henry Charles Sturt, or according to such other plans, elevations, or sections, which may be hereafter approved by the said Henry Charles Sturt or his Surveyor.

Excavator.—Excavate to the depth prescribed by the Surveyor of the said Henry Charles Sturt. No sand ballast or other material to be removed underneath the site of the buildings below the depth prescribed for the footings, and no excavation below the level of the footings of

any of the walls, or party fence walls, to be made at a less distance than two feet six inches from the centre of such walls, and no clay, ballast, or sand to be removed from the premises without the consent of the said Henry Charles Sturt, or his Surveyor.

Brick-layer and Slater.—All the bricks used in the building of the said houses, offices, walls, &c., shall be new, and of the thickness required by Act of Parliament.

The facings to fore fronts and chimney shafts to be sound bright pickings, of an even colour.

The facings to back fronts, and all other external work, to be sound, hard, grey stocks; but internally, good place bricks may be used above the basement story. The roofs to be covered with countless slates, on ¾ inch battens.

Drains.—Stone-ware pipe drains to be made to communicate with sewer, of such size as may be directed by the Local Vestry, or by the Metropolitan Board of Works, or their Surveyor, and to the satisfaction of the said Surveyor.

Arches.—All the back arches to be axed and tuck pointed.

Mortar.—The mortar to be composed of best burnt Dorking, or Mertsham stone lime, and clean, sharp sand, in the usual proportions.

Stories.—Heights of stories.—basement, Ground floor, one pair

Carpenter.—Joists (to be strutted) in. by in. Trimmers half an inch thicker. Wall plates in. by in. Partition heads and door posts in. by Bond rafters and quartering in. by in. Framed gutter plates and binders in. by in. Brick nogged partitions to have bonding pieces every sixth course. All wood-work, of whatsoever kind, to be new memel or red pine timber, and Christiana deals of sound quality, and no yellow pine, English fir, or other inferior timber or deals to be used.

Floors.—Inch deal floors, the basement and ground floors, to be yellow deal.

Stairs.—Stairs to be inch deal treads and risers housed into 1¼ strings properly glued, blocked and supported by strong strings, mahogany hand rails.

Sashes and Frames.—Sash frames prep ared for 2-inch double hung sashes, English oak, sunk sills.

Doors.—Front doors to be 2½ inches thick, 4 panelled of approved pattern. Ground floor, and one pair rooms to have 2 inch, 4 panel, moulded doors.

Plasterer.—Internally :—Lath, lay, float and set all the ceilings. Render, float and set all the walls and partitions. Externally :—Run compo-dressings as shown in drawing. Cement back wall of basement story, from one foot above the ground line of garden down to the footing. Cement all the reveals to windows back and front. The pattern of moulds to be approved by the Surveyor of the said Henry Charles Sturt.

Mason.—Portland sills to front windows, inches by inches. Rubbed York sills to pack windows inches by

Pavior.—The footway to be feet wide, including the curb, and to be edged with Aberdeen granite curb, 12 inches by 6 inches, laid on edge, and filled in up to the house, or area, or flank, or return garden wall, with 3-inch New York paving, or if so directed by the Surveyor of the said Henry Charles Sturt, with gravel to the level prescribed by the said Surveyor.

Plumber.—The gutters to be laid with 6 lb. lead, 1½ inch drip to every 10 feet, dressed up 7 inches against rafters.

Smith.—The balconies, if any, and area or forecourt railings to be of a pattern to be approved by the Surveyor of the said Henry Charles Sturt. Three-inch cast-iron rain water pipes.

Indorsed.

AGREEMENT to grant a LEASE of a plot of building ground at Islington.

TERM.	YEARS.
From	
Expires	

Rent.....£

Form No. 5.

A.

DRAFT OR FORM OF COVENANTS, CLAUSES, AND AGREEMENTS, REFERRED TO BY THE ANNEXED AGREEMENT TO BE INSERTED IN THE LEASE.

And the said doth for himself his Heirs, Executors, Administrators and Assigns, covenant with the said HENRY CHARLES STURT, his Heirs and Assigns, that he the said his Executors, Administrators, and Assigns, will during the said term, pay unto the said HENRY CHARLES STURT, his Heirs and Assigns, the several yearly rents hereinbefore reserved, at the times and in manner aforesaid. And will pay the sewers rate, and all other rates, taxes, and outgoings now payable, or hereafter to become payable in respect of the said demised Premises (except land tax and property tax). And will within three calendar months from the date hereof, well and substantially and to the satisfaction of the Agent of the said HENRY CHARLES STURT, his Heirs or Assigns, complete and finish the Messuages and Buildings hereby demised, with all necessary and proper drains, privies, fixtures, pavements, channels, and fastenings to the same, and thenceforth at all time during the said term maintain the said Messuages, and all present and future erections on the said demised Premises, and all party and other walls, pavements, windows, privies, sinks, sewers, wy-draughts, and appurtenances, thereunto belonging, in complete tenantable repair and condi ion. And at the expiration or sooner determination of the said term, will yield up unto the said HENRY CHARLES STURT, his Heirs or Assigns, all the said Premises, and all doors, wainscoats, shelves, dressers, drawers, locks, keys, bolts, bars, bells, pulls, staples, hinges, hearths, chimney-pieces, mantel-pieces, chimney jambs, foot paces, slabs, covings, windows, sashes, shutters, partitions, cisterns, sinks, pumps, pipes, water closets, rails, posts, pales, gates and all other things which now are, or at any time during the said term shall be fixed or fastened to the said Premises, or belong to the same. And will, when and as often as need shall require, bear, pay, and allow a reasonable proportion, (such proportion to be fixed by the Agent of the said HENRY CHARLES STURT, his Heirs or Assigns, and to be recoverable as rent in arrear,) of the charges and expenses in respect of the said demised Premises of making, cleansing, erecting, amending, and rebuilding all gutters, common sewers, drains and cess-pools, which shall be used in common by the Tenants of the Premises, and the tenants or Occupiers of any contiguous buildings or ground. And will at his or their own cost, paint twice over with good oil colours, all the outside compo, wood and iron-work in or about the demised Premises, in the year one thousand eight hundred and and thenceforth in every three years of the said term, and the inside wood and iron-work thereof once or oftener, in every seven years of the said term. And further, that it shall be lawful for the said HENRY CHARLES STURT, his Heirs and Assigns, and his or their Surveyors and Agents, at all reasonable times during the said term, to enter upon the said demised Premises and to ascertain the condition thereof, and to take an Inventory of all fixtures belonging thereto, and if any defect shall be found, upon any such examination or otherwise, then to give notice of the defects and wants of repair thereof, and that he the said his Executors, Administrators or Assigns, shall, within three calender months next after every such notice, repair all defects and want of reparation accordingly. And further, that he the said his Executors, Administrators, and Assigns, will, during the said term insure, and keep insured each of the said Messuages and Buildings now or hereafter to be erected on the said demised Premises in some public Fire Insurance Office in London or Westminster, to be approved of by the said HENRY CHARLES STURT, his Heirs or Assigns in three-fourth parts of the value thereof at the least, in the joint names of the said HENRY CHARLES STURT his Heirs or Assigns and of the said his Executors, Administrators, or Assigns, with liberty for any person or persons having a legal or beneficial

interest in the premises under him the said
his Executors, Administrators, or Assigns, to add such person or persons name or names to the Policy and again to withdraw the same therefrom, and whenever requested by the said HENRY CHARLES STURT his Heirs or Assigns or his or their Agent, produce the existing Policy whereby such Insurance shall have been effected, and the receipts for the premiums paid thereon for the current year. And moreover, that he the said
his Executors, Administrators, and Assigns, shall not without the consent in writing of the said HENRY CHARLES STURT, his Heirs or Assigns, use or exercise upon the said Premises, or any part thereof, the trade or business of a smith, slaughterer, horse boiler, cart grease or varnish maker, brass founder, melter of tallow, soap maker, tobacco pipe maker or burner, sugar baker, fellmonger, dyer, scourer, working hatter, distiller, common brewer, licensed victualler or dealer in beer, ale, cider, or spirituous liquors, coppersmith, working brazier, pewterer, tin plate worker, tripe boiler, gold beater, beater of flax, hemp, or feathers, bone boiler, cork burner, scavenger, depositor of night soil, compounder or decompounder of any substances emitting gas, cow keeper, or any other noisy or offensive trade or business whatsoever, nor shall he or they convert the same Premises, or any part thereof, to any purpose which may become an annoyance, or offensive to any adjoining or neighbouring property of the said HENRY CHARLES STURT, his Heirs or Assigns. And further, that no alteration or addition whatsoever shall be made in or to the roofs, heights, fronts or elevations of the demised Messuages, Buildings and Premises or any part thereof, nor shall any further building be erected on any part of the demised ground without the consent in writing of the said HENRY CHARLES STURT, his Heirs or Assigns. And also, that upon every assignment or underlease to be made by the said
his Executors, Administrators, or Assigns, or his or their under lessee, or under lessees, or his or their assigns of the said demised premises, or any part thereof (except only any demise for a term not exceeding three years), he and they shall, within one calendar month after such assignment or underlease shall be made, register at the Office of the said HENRY CHARLES STURT, his Heirs, or Assigns, situate at Hoxton, the Christian and Surnames and place or places of abode, of the person or persons to whom the same shall be so assigned or underlet, and shall, upon every such assigning or underletting (except as last aforesaid), pay at the Office aforesaid, the sum of one guinea. PROVIDED ALWAYS, that if the yearly rents hereby reserved, or either of them, or any part thereof shall be unpaid for twenty-one days next after any of the said days of payment thereof, or on breach or non-performance of any of the covenants hereinbefore contained, it shall be lawful for the said HENRY CHARLES STURT, his Heirs and Assigns, into and upon such part or parts of the said demised Premises, the rent whereof shall be unpaid, or in respect whereof the covenants hereinbefore contained shall not be performed and kept, or into or upon any part of the same respectively to re-enter, and the same to re-possess and enjoy as if these presents had never been made, but without prejudice to any right of action by the said HENRY CHARLES STURT, his Heirs or Assigns, in respect of the rents hereby reserved, or the covenants by the said
herein contained; but no default in payment of the rent reserved for or in the performance of the covenants applicable only to one of the aforesaid Messuages and the appurtenances thereto belonging, shall be or occasion a forfeiture of the other of the said Messuages and the appurtenances thereto belonging, it being intended that each of the said pieces of ground and the Messuage and Buildings thereon and the Tenant thereof, shall be liable only to the payment of the Rent reserved for each such Messuage and Premises, and the performance of the covenants which relate to the same, AND the said HENRY CHARLES STURT, doth for himself, his Heirs, Executors, and Administrators covenant with the said
his Executors, Administrators, and Assigns, that he and they paying the rents hereby reserved, and performing the covenants herein contained, shall and may hold and enjoy the demised Premises during the said term, without any interruption by the said HENRY CHARLES STURT, his Heirs or Assigns, or any person claiming under him or them.

Form No. 6.

Articles of Agreement made the day of 186 . BETWEEN THE QUEEN'S MOST EXCELLENT MAJESTY of the first part. THE HONORABLE CHARLES ALEXANDER GORE, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues, having the management and direction of the Land Revenues of the Crown in the County of on behalf of Her Majesty of the 2nd part and

of the 3rd part

WHEREAS Her Majesty is seized in right of Her Crown of the inheritance in fee simple of ALL THAT piece or parcel of land containing which said land is delineated and colored red on the plan drawn in the margin hereof; AND WHEREAS the said has proposed to erect houses on the said land as hereinafter mentioned, and to enter into the covenants hereinafter contained with reference thereto, and also to take leases of such houses and land for the term hereinafter mentioned, and subject to the covenants hereinafter contained which proposal has been assented to by the said CHARLES ALEXANDER GORE and has been approved of by the Commissioners of Her Majesty's Treasury, signified by their warrant dated the day of 186. NOW THESE PRESENTS WITNESS and the said CHARLES ALEXANDER GORE as such Commissioner as aforesaid DOTH hereby on behalf of The Queen's Majesty covenant with the said his Executors and Administrators, AND the said doth hereby for himself, his Heirs, Executors and Administrators covenant with The Queen's Majesty, her Heirs and Successors in manner following, that is to say :—

1. The said will previously to the day of fence in with such description of wall or other fence as shall be approved of by the said CHARLES ALEXANDER GORE or other the Commissioner or Commissioners hereinafter mentioned, the said land hereinbefore described on all sides thereof, and will within the several periods hereinafter mentioned erect on the said laid in a substantial and workmanlike manner with new and sound materials of all sorts dwelling houses at the least with all requisite and proper sewers, drains, cess-pools, and other appurtenances thereto, respectively of such description and in such positions and according to such plans, designs, and specifications, and in such situations as shall have been previously proposed and submitted by the said and approved of by the said CHARLES ALEXANDER GORE or other the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, having the management and direction of the Premises who are hereinafter called the said Commissioner or Commissioners, and will erect, complete and finish the said fences and houses with the appurtenances in all respects to the satisfaction of the said Commissioner or Commissioners, and will lay out and expend in building and completing each of the said houses and the offices thereto respectively the sum of £ at the least, and if required will produce to the said Commissioner or Commissioners proper vouchers for such expenditure.

2. If in the course of building and completing the said houses and offices or any of them or the sewers and drains and other appurtenances thereto, the said shall make use of any materials which, in the judgment of the said Commissioner or Commissioners or his or their Architect shall be unsound or unfit for the purpose intended, or if any deviation shall be made in the buildings from the designs, plans, or specifications which may have been approved of as aforesaid for the said houses or any of them the said will immediately upon notice signed by the said Commissioner or Commissioners, or his or their Architect requiring him so to do, remove all such materials as shall be considered unsound or unfit, and substitute such sound and fit materials as shall be approved of by the said Commissioner or Commissioners or Architect, and correct such deviation as

aforesaid, and if the said shall neglect to substitute such sound and fit materials in the room of such as may be unsound or unfit or to correct such deviation as aforesaid from the said approved designs, plans, or specifications for the space of 7 days after notice, then it shall be lawful for the Officers and workmen acting under the authority and direction of the said Commissioner or Commissioners to remove such unsound and unfit materials, and to substitute such as shall be sound and fit in the stead thereof, and also to correct every such deviation from the said approved plans, designs, and specifications, and all such monies and expenses as may be laid out and incurred by the said Commissioner or Commissioners or by his or their order shall be paid by the said his Executors or Administrators, and may be recoverable by distress in the same manner as the rents hereby agreed to be paid.

3. The said will erect, complete, and finish the said houses with the offices, drains, and appurtenances thereto, respectively, fit for use and occupation to the satisfaction of the said Commissioner or Commissioners previously to the day of 186

4. The said will not underlet the said land or any part thereof for any temporary purpose before the houses shall have been erected, nor burn bricks or tiles thereon, nor make any excavations upon any part of the land, nor remove any sand, gravel, clay or brick-earth thereform, except for the purpose of forming the foundations for the said houses or of sinking wells or turning or making arch vaults, sewers, drains or cesspools.

5. The said will pay to the said Commissioner or Commissioners a fair proportion of the expense which may be incurred in making and maintaining all the main sewers adjoining the said Premises into which the sewers or drains from the houses to be erected as aforesaid may run, such proportion to be from time to time determined by the Architect of the said Commissioner or Commissioners whose decision shall be final.

6. The said will insure from damage by fire each of the said houses from the respective times at which they may have been respectively roofed in in such Public Insurance Office as the said Commissioner or Commissioners shall approve of in the joint names of Her Majesty, her Heirs or Successors and of the said in a sum of money equal to ¾ths at the least of the full value thereof, and will increase such insurance as the same house approaches to completion, and will whenever required produce to the said Commissioner or Commissioners the Policy or Policies of such insurance and the receipt or receipts for the premium and duty for the current year; and in case default shall be made in effecting such insurance or in producing such Policy or Policies and receipt or receipts, the said Commissioner or Commissioners may insure the said houses or such of them as to which default shall have been so made in the insurance thereof, and the monies and expenses to be paid and incurred in so doing may be recoverable by distress and in case any of the said houses shall be destroyed or damaged by fire, he the said will lay out to the satisfaction of the said Commissioner or Commissioners or his or their Architect, to be testified by some writing under his or their hand or hands all the money which shall be received or recovered by virtue of any such insurance immediately after the receipt thereof, together with all such further sum or sums of money as may be requisite for the purpose in rebuilding repairing or reinstating the house or houses so destroyed or damaged.

7. Upon the production by the said of a certificate signed by the Architect of the said Commissioner or Commissioners testifying that the said houses have been built in carcase, that is to say, that all the timbers of the roofs, floors, and partitions have been fixed, the roofs properly slated and covered in, and all the gutters, rain water pipes, and drains have been completed and made good in communication with the common sewers and that the several stipulations herein contained have been complied with and fulfilled so far as regards the erection of the houses in carcase the said Commissioner or Commissioners will grant to the said his Executors, Administrators and Assigns or Nominees a

separate lease of each of the houses to be erected as aforesaid, and of the plot of land on which the same shall have been erected or of more than one of such houses and plots of land as he or they may require with the appurtenances TO HOLD the said Premises unto the said or his Nominee or Nominees and his or their Executors, Administrators and Assigns from the day of for the term of years or for so many years of the said term as at the time of the granting of any such lease or leases may be unexpired at such yearly rent for each house as may be approved of by the said Commissioner or Commissioners, but so nevertheless that the total amount of rents reserved and made payable by the said leases during the said term shall not be less than the following yearly sums that is to say, for the first year of the said term AND every lease so to be granted shall contain an additional reservation of so much further rent as will be equal to £5 per cent. per annum upon any sum which may be paid by the said Commissioner or Commissioners in pursuance of the powers of an Act of the 23rd and 24th Victoria C. 93 at any time during the said term for the redemption of the tithe rent charge of the Premises thereby demised or upon such proportionate part of the amount to be paid for the redemption of the tithe rent charge of the Premises thereby demised, and of other Premises belonging to Her Majesty as in the opinion of the said Commissioner or Commissioners may be reasonably charged on the house or houses and land demised by every such lease, and the said leases shall also contain covenants on the part of the Lessee for the payment of the rent thereby reserved, and all taxes and assessments whatsoever for completing the house or houses and offices thereby demised fit for habitation within six months from the date of the lease, and for keeping the same on substantial repair during the whole term, and for the insurance thereof against loss or damage by fire in the amounts hereinbefore mentioned, and in accordance with the covenant hereinbefore contained, and not to carry on any trade or business in the said houses, but to permit the same to be used as private residences only unless with the consent in writing of the said Commissioner or Commissioners, and such other covenants and conditions as are usually inserted in leases of a similar nature, granted of hereditaments forming part of the land revenues of the Crown, and in the event of two or more of the said houses and plots of land being demised by one lease at a separate rent for each house and plot of land, there shall be also inserted therein a clause providing that the non-payment of the rent or the breach of covenant as to any one of the said houses and plots of land shall not create a forfeiture of the lease so far as regards the other or others of the houses and plots of land included therein as to which there shall have been no default of payment of rent or breach of covenant.

8. The said will accept the leases to be granted as aforesaid and will execute every such lease and a duplicate thereof, and will, during the period which may elapse between the day of 186 and the grant of such leases, pay to Her Majesty the same amount of yearly rent as is hereinbefore agreed to be reserved by such leases or such yearly sums as with the rent reserved by any lease or leases actually granted, will make up the total amount from time to time payable as hereinbefore is mentioned, and in case of default in payment of such rents for 20 days next after the same shall have become due, it shall be lawful for the said Commissioner or Commissioners to recover the same by distress upon any goods, chattles, and effects of the said wherever the same may be found, and by the sale thereof, and also the expenses of such distress and sale, and will also during the like period pay all rates, taxes, tithe rent, charges and other outgoings for the said land and Premises.

9. The said will not require any title to be shown to the Premises to be demised as aforesaid.

10. The several leases hereinbefore agreed to be granted shall be prepared in duplicate in the Office of the Commissioners of the Land Revenue of the Crown, and the costs and expenses of drawing, engrossing, enrolling, and completing the same, and of this agreement and duplicates thereof, and the costs and charges of the Architect of the said Commissioner or Commissioners and all other costs and expenses incident to this agreement shall be paid by the said

11. In case the said shall make default in the performance of all or any of the covenants on his part hereinbefore contained, it shall be lawful for Her Majesty, her Heirs and Successors, and for the said Commissioner or Commissioners to enter into and upon and retain possession of the said land and of all such buildings and materials as may then be found upon the said land for the absolute use of Her Majesty, her Heirs and Successors.

12. All notices, consents, and approvals to be given under this agreement shall be in writing and (save as to such notices as are hereinbefore otherwise provided for) shall be signed by the said Commissioner or Commissioners, and all such notices shall be either delivered to the said his Executors or Administrators, or left for him or them at his or their usual or last known place of residence or business in England, or on the said Premises hereby agreed to be demised.

13. Nothing in these presents contained shall be construed into a demise at law of the Premises hereby agreed to be demised or any part thereof so as to vest any estate in the said his Executors or Administrators, but that he and they shall only have a right to enter upon the said land for the purpose of performing this agreement. AND the said CHARLES ALEXANDER GORE doth hereby direct that this agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue's Records and Enrollments, and the filing or making an entry of such deposit by the Keeper of the said Records and Enrollments. IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Indorsed.

Draft Building Agreement.

ORDER.—Ordered, that copies of the forms and of the paper of General Particulars above alluded to, be forwarded to Local Governments and Administrations as likely to be useful.

(Signed) R. STRACHEY, Colonel R. E.,
Secy. to the Govt. of India.

(Signed) E. C. S. WILLIAMS, Captain, R. E.,
Under Secy. to the Govt. of India.

To the Secretary to the Government of Madras in the Public Works Department.

No. 264. ORDER THEREON, 13th September 1864, No. 2,658.

Communicated to the Superintending Engineers.

(True Extract.)

J. Macdonald Stewart

Major, R. E.,
Deputy Secretary to Government.

To the Superintending Engineers.
„ Revenue Department.

Exd. T. O'Connor.

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Revenue 1861 Dept.
No. 1 Govt. Letter
dated 17th Jany 1865.

Proceedings of the
Madras Govt. in the
Public Works Dept.

Dated 13th Nov.
Received 17th Jany 1861.

No. 2658.

Communicating Forms
of Application & Leases in
use in Ceylon for letting
Land for building pur-
poses —

No. 316 & 317.

No. 1739. 21 Nov. 1860.
With an order

Read 2nd. 1739.

Communicated to
the Board of Revenue.

Fort St. George
21st. Novr. 1860.

To Board of Revenue with Ord. dd. 21 Nov. No. 2658 & Copy dd. 22 Sept.

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