

Dated 7th October 1864

John Henry Gurney } Lease of a piece of ground
 to } and Buildings at Bishop Stortford
 Mr J L Glasscock } in Herts

Indenture

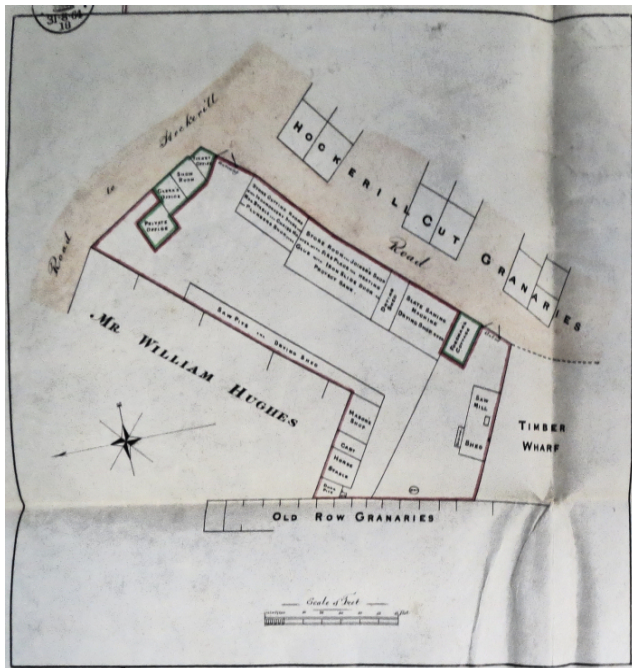
made the seventh day of October in the year of Our Lord One thousand eight hundred and sixty four **Between** John Henry Gurney of Catton Hall in the County of Norfolk Esquire Member of Parliament for the Borough of Kings Lynn in the same County of the one part and John Laybank Glasscock of Bishop Stortford in the County of Hertford Builder of the other part **Witnesseth** that for and in consideration of the yearly rent hereinafter reserved and of the covenant and Agreements hereinafter contained and by and on the part of the said John Laybank Glasscock his executors and administrators to be paid performed and kept the said John Henry Gurney Doth by these presents demise and lease unto the said John Laybank Glasscock his executors and administrators **All that** piece or parcel of land or ground lying and being in Bishop Stortford aforesaid near the head of the navigation of the River Stort there bounded by the Queen's Highway leading from Bishop Stortford aforesaid to Hockerill towards the North or North East by a roadway leading from the said Queen's Highway and lying between the hereby demised premises and some granaries called the Hockerill Cut Granaries towards the East or South East by open ground used as a Timber Wharf towards the South by a row of Granaries called the Old Row Granaries towards the West or South West and by premises in the occupation of William Hughes on all other parts thereof Together with all erections and buildings now standing or being thereon as the said piece or parcel of land or ground and erections and buildings thereon hereby demised or intended so to be are more particularly delineated and described in the Map or Plan thereof drawn in the margin of these presents **And** all ways paths passages drains easements liberties privileges rights members and appurtenances whatsoever to the said piece or parcel of land or ground erections or buildings hereby demised or intended so to be belonging or appertaining (except and always reserved unto the said John Henry Gurney his heirs and assigns out of this demise or lease full and free liberty and ingress egress and regress to and for him and them and his and their servants Agents and Workmen into upon and from the said demised premises at all seasonable times during the continuance of this demise to view the state and condition of the same and of all or any erections or buildings which shall or may be hereafter placed thereon and also for the purpose of making all necessary repairs to any buildings adjoining the hereby demised premises and which shall for the time being belong to the said John Henry Gurney his heirs or assigns and for all other reasonable purposes whatsoever **To have and to hold** the said demised premises

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

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

To pay rent **That** he the said John Laybank Glasscock his executors and administrators shall and will pay or cause to be paid unto the said John Henry Gurney his heirs and assigns the said yearly rent or sum above reserved on the days and in the manner above limited for payment thereof according to the true intent and meaning of these presents -----

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



the said premises and rent respectively-----

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

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

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

*Margin note:*To do Repairs

That he the said John Laybank Glasscock his executors or administrators shall and will keep in good and sufficient repair during the continuance of this demise all erections or buildings which either are now or shall be hereafter during the continuance of this demise erected or built upon the said demised premises and the same erections or buildings in good repair order and condition shall and will leave at the expiration or other sooner determination of this demise-----

*Margin note:*To Insure

That he the said John Laybank Glasscock his executors or administrators shall and will insure against damage by fire in the joint names of the said John Henry Gurney his heirs or assigns and the said John Laybank Glasscock his executors or administrators in such Fire Insurance Office and for such sum or sums of money as shall from time to time be approved of by John Henry Gurney his heirs or assigns and keep insured in such Insurance Office and for such sum or sums of money as aforesaid during the continuance of this demise all erections or buildings which either now are or shall be hereafter during the continuance of this demise erected or built upon the said hereby demised premises and in the event of any damage by fire arising to any of the erections or buildings hereby covenanted to be insured during the continuance of this demise shall and will expend all such sum or sums of money as shall be recovered or recoverable under the policy or policies to be effected in pursuance of this present covenant in reinstating such erections or buildings as shall have been burnt down or otherwise repairing the damage which shall have been caused to any erections or buildings so insured by such fire as aforesaid **And** further shall and will deliver to the said John Henry Gurney his heirs and assigns and allow to be retained by him or them during the continuance of this demise all such policy or policies as shall be effected by the said John Laybank Glasscock his executors or administrators in pursuance of this present covenant and all receipts for premiums which during the continuance of this demise shall become payable in respect of such policy or policies -----

Margin note: Not to lay Goods within two feet of Old Row Granaries

And also that he the said John Laybank Glasscock his executors or administrators shall not nor will at any time during the continuance of this demise lay or cause to allow to be laid any goods wares materials or things of any kind whatsoever within two feet of the said Old Row Granaries where the same adjoin the said hereby demised premises

Margin note: Not to assign without leave

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

Margin note: To use the Stort Navigation


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

Margin note: Landlord's Covenant

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

Margin note: For quiet enjoyment

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

sig: J H  Gurney

sig: J L  Glasscock

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

sig: John W Taylor Solr Bps Stortford

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

sig: Edw J Shremack Lombard St

Note: £5 in 1864 = £383 in 2010