

Boston 61



5/1  
THIS LEASE made the first day of October One thousand  
and six hundred and sixty-four BETWEEN THE LINCOLNSHIRE RIVER BOARD whose  
premises is situate at 50 Wide Bargate Boston in the County of Lincoln  
(hereinafter called "the Board") of the one part and BOSTON AND  
POSDYKE FISHING SOCIETY LIMITED (hereinafter called "the Lessees") of  
the other part

WITNESSETH as follows:-

1. In consideration of the rent hereinafter reserved and of the  
covenants on the part of the Lessees herein contained as follows the  
Board hereby demise unto the Lessees ALL THAT piece or parcel of land  
containing an area of One thousand three hundred and ninety-three square  
yards or thereabouts situate on the right bank of the River Witham  
adjoining London Road in the Borough of Boston which piece of land is  
for the purpose of identification only more particularly delineated on  
the plan annexed hereto and thereon coloured pink EXCEPT AND RESERVING  
unto the Board its agents contractors servants and workmen (with or  
without machinery tools and appliances) FULL RIGHT AND LIBERTY to enter  
upon the land hereby demised at all times and for all purposes in  
connection with the exercise of the Board's statutory functions TO HOLD  
the same unto the Lessees from the first day of October One  
thousand nine hundred and sixty-four for the term of ninety nine years  
determinable nevertheless as hereinafter provided PAYING THEREFOR  
during the said term the rent of Seven pounds ten shillings on the  
first day of April in every year the first proportionate payment to be  
made on the execution hereof

2. The Lessees hereby covenant with the Board as follows namely:-

- (a) to pay the rent hereby reserved at the times and in the manner  
aforesaid
- (b) to pay or indemnify the Board against all rates taxes assess-  
ments or outgoings now or in the future to become payable by  
the occupiers thereof in respect of the land hereby demised  
but excluding Landlords' property tax which if paid by the  
Lessees shall be repaid by the Board to the Lessees and also  
except tithe redemption annuity and owners' drainage rates  
(if any)
- (c) to use the land hereby demised for the purposes of repairing  
fishing nets refuelling vessels and as a fish landing quay  
only and in order to permit such use to develop the land hereby  
demised in accordance with the details shown on the drawing  
number 144/C1A annexed hereto to the satisfaction of the Board



SEQ246

These are the notes referred to on the following official copy

Title Number LL322902

The electronic official copy of the document follows this message.

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- (d) to observe and perform in connection with such use as aforesaid all the requirements of any relevant statute statutory regulation and all orders regulations and notices of any competent authority and to keep the Board indemnified against all liability claims expenses and costs in respect of such use as aforesaid
- (e) to restore and make good all lands or works of the Board and in particular the piling capping and ancillary works or the flood retaining wall on the western boundary of the land hereby demised damaged or interfered with in the development of the land hereby demised or arising out of its use as a fish landing quay and any works of restoration required to be done under this clause which shall not be done by the Lessees shall be carried out by the workmen of the Board at the reasonable expense of the Lessees
- (f) at all times during the said term to keep the land hereby demised in a clean and tidy condition
- (g) not to do or permit any act or thing on the land hereby demised or in any buildings erected thereon which causes or may grow to cause annoyance inconvenience nuisance or damage to the Board or their tenants or the owners and occupiers of neighbouring or adjoining land PROVIDED that the proper use of the land for the purpose referred to in sub-clause (c) of this clause shall not be deemed to constitute a breach of this covenant
- (h) to permit the Board their servants or agents with or without workmen and others at all reasonable times during the said term to enter into and upon the land hereby demised and any building erected thereon and examine the state and condition thereof and any notice boards thereon and any wires cables pipes and drains therein or thereon and to repair and make good all defects and wants or reparation of which notice in writing shall be given to the Lessees by the Board within three months after the giving of such notice
- (i) not to assign or underlet or charge or part with the possession of the land hereby demised or of any part thereof or any building erected thereon
- (j) not to permit any vehicles exceeding three tons unladen weight be taken upon that part of the land hereby demised which lies within eight feet of the top of the piling
- (k) not without the previous consent in writing of the Board to ere any buildings structures or notice boards on the land hereby demised or place any wires cables pipes or drains therein or thereon other than those included in the said drawing annexed hereto

- (l) at all times during the said term to keep all buildings and structures erected on the land hereby demised (including all fixtures and additions thereto) and all notice boards and all wires cables pipes and drains in good and substantial repair and condition
- (m) to remove any buildings notice boards or structures erected (above ground level) on the land hereby demised and any wires cables pipes or drains therein or thereon on receipt of six months previous notice from the Board if it is found that the said buildings notice boards and structures and the said wires cables pipes and drains constitute an obstruction to any works to be carried out by the Board in the River Witham or on the piling capping and ancillary works or the flood retaining wall on the western boundary of the land hereby demised PROVIDED ALWAYS that such notice shall not be given unless the existence of the said buildings notice boards or structures and the said wires cables pipes and drains shall impede the efficient working of the equipment and men of the Board working in the said river or on the piling capping and ancillary works or the flood retaining wall on the western boundary of the land hereby demised
- (n) on the expiration of the term hereby granted or on the sooner determination thereof to deliver up the land hereby demised the Lessees having at their own expense removed any buildings notice boards and structures and any wires cables pipes and drains placed on and in the said land and make good the surface thereof to the satisfaction of the Board

3. The Board hereby covenants with the Lessees

- (a) that it will make good any damage caused to the surface of the land hereby demised or to the property of the Lessees by reason of any works carried out by the Board
- (b) that the Lessees paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained and on the part of the Lessees to be performed and observed shall and may (except as herein provided) peaceably hold and enjoy the land hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the Board or any person rightfully claiming under it

4. PROVIDED ALWAYS and it is hereby agreed that if the rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for twenty-eight days after the same shall become due (whether formally or legally demanded or not) or if the Lessees shall at any time fail to observe any of the covenants and conditions herein contained and on their part to be performed and observed then and in any such case the Board may at any time thereafter re-enter upon the demised land and thenceforth hold and enjoy the same as if this Lease had not been granted but without prejudice to any right of action or remedy of either party against the other in respect of any antecedent breach of any covenant or condition contained herein

5. It is hereby agreed and declared between the parties hereto as follows :-

(a) Either Party may by giving to the other six months notice in writing immediately before the expiration of a period of 20 years from the commencement of this demise or immediately before the expiration of each succeeding period of 20 years of this demise make application for the revision of the rent hereinbefore reserved and in the event of failure to reach agreement the matter shall be referred to arbitration in accordance with Clause 6 hereof

(b) For the purposes of this Clause any variation of the rent shall be fixed by reference to the Retail Price Index (Housing) which shall be in force at the time when such variation shall take effect and shall bear the same relation thereto as the rent hereby reserved bears to the Retail Price Index in force at the date hereof namely 104. Provided that if at the time of the giving of the Notice herein referred to there shall be no Retail Price Index then in default of agreement the question of the rent payable shall be referred to arbitration as herein provided

6. If at any time during the term hereby created it shall be or become impossible or impracticable for fishing vessels of the type now or currently used to gain access to the said land for the purpose of discharging their cargoes (whether by reason of obstruction to navigation or otherwise) the Lessees may by six months notice given at any time determine the term hereby created and the same shall cease accordingly at the expiration of the said notice

7. All disputes or differences which may arise touching the provisions hereof or the operation or construction hereof or the rights or liabilities of the parties hereto shall be referred to arbitration by a

single arbitrator under the provisions of the Arbitration Act 1950 or any Act amending or replacing the same \_\_\_\_\_

6. The costs of and incidental to the preparation of this Lease and the Counterpart including stamp duty thereon shall be borne by the Lessees.

IN WITNESS whereof the Board have caused their Common Seal to be hereunto affixed and the Lessees have hereunto set their hands and seals the day and year first before written \_\_\_\_\_

THE COMMON SEAL of THE  
LINCOLNSHIRE RIVER BOARD  
was hereunto affixed in  
the presence of :-

*Original Seal*  
*by L.R.B.*

Chairman

Clerk of the Board

THE COMMON SEAL of BOSTON  
AND FOSDYKE FISHING SOCIETY  
LIMITED was hereunto affixed  
in the presence of :-

*Bayley*  
*R.J. Van Summer*

Committee

Secretary

*1/27/64*



PROPOSED NEW FISH LANDING QUAY AT LONDON ROAD DOCK POSITION LONDON SHIP  
FOR THE DISTRICT INSURANCE FISHERMEN'S ASSOCIATION





