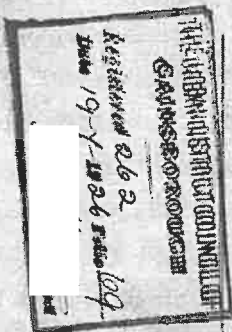


Dated 3rd May 1938...

and
The Urban District
Council of Gainsborough.

Agreement & Certainty

to
two acres of grass land
situate near Spital Lane
in Gainsborough in the
County of Lincoln.



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Gainsboro.

MEMORANDUM that as from the 6th. day of October 1937 the within
mentioned yearly rent of £ 20. 0. 0. shall be reduced to
£ 18. 0. 0.

DATED this 1st day of February 1938.





Memorandum of an Agreement

made the
third day of May One thousand nine hundred and
twenty. BETWEEN _____ of Thonock near
Gainsborough in the County of _____ (hereinafter called
the Landlord) of the one part and THE URBAN DISTRICT COUNCIL
OF GAINSBOROUGH aforesaid (hereinafter called the Council) of the
other part. WHEREBY the Landlord agrees to let and the Council
agrees to take ALL THOSE two closes of grass land situate near
Spital Hill in Gainsborough aforesaid being Number 134 on the
Ordnance Survey Plan 1899 Second Edition containing 2.524 acres
and Number 141 on the said Plan containing 3.180 acres subject
nevertheless to a right of way for all purposes as now enjoyed over
part of the land in connection with the premises now occupied by
THE Tenancy to be from year to year commencing on
the Sixth day of April One thousand nine hundred and twenty and
determinable at the end of any year by Six calendar months notice
to quit given by either party AT the yearly rent of TWENTY POUNDS
payable half yearly on the Tenth day of October and the Sixth day of
April in every year the first payment to be made on the Tenth day
of October next and subject to the conditions hereinafter expressed.

1. THE Council shall pay the rent hereby reserved at the times and in
manner aforesaid and shall ^{also} pay all rates taxes and assessments
payable in respect of the said premises during the tenancy except
the Property Tax and Drainage Rate.
2. THE Council shall well and sufficiently repair and keep in repair
all hedges fences gates and rails enclosing the said land and so
leave the same at the end of the Tenancy.
3. IT is intended that the land hereby let (except the portion at the
North East corner which is covered with Trees) shall be sub-let in
allotments and it is hereby declared that in case the Landlord and
the Council cannot agree as to the value of any compensation for any
crops produce manure or other things to be paid for on quitting the
same shall be settled by an Arbitrator to be appointed according to

the provisions of the "Allotment of Cottage Gardens Compensation for Crops Act 1887" the provisions of which it is hereby expressly declared shall apply to this holding as if the total area were not more than two acres in extent and it came within the denomination of an allotment as mentioned in that Act.

4. IN order to avoid misapprehension it is hereby declared that there is no intention whatever on the part of the Landlord to consent to any improvements mentioned in the 5th Section of the said Act or in the first part of the first Schedule to the Agricultural Holdings Act 1908 to which that consent is or may be required.

5. IF at any time the Council shall give up the Tenancy hereby created or any part thereof the Council shall pay to the Landlord compensation in respect thereof for any depreciation due to its having been broken up as pasture the amount to be settled by arbitration in default of agreement but if the said land or any part thereof shall be given up at the request of the Landlord no such compensation shall be payable in respect of the land so given up.

6. ALL timber and timber-like trees growing upon the said land are reserved by the Landlord and the Council shall use their best endeavours to prevent their being damaged.

IN WITNESS whereof the said _____ has hereto set his hand and the said Urban District Council of Gainsborough have caused their Common Seal to be hereunto affixed.

WITNESS to the signing hereof by
the said ~

*John
Gainsborough*

THE Common Seal of the Urban District Council of Gainsborough was affixed hereto at a Meeting held on the third day of May One thousand nine hundred and twenty by the Chairman in the presence of,

Clerk.



MEMORANDUM that the within named :

having served notice on the within named Council terminating the within written tenancy as on the sixth day of April One thousand nine hundred and thirty two IT IS HEREBY AGREED by the parties hereto that the Landlord may terminate the tenancy of the whole, or of any part of the land by a three months previous notice under Section 1 (1) (b) of the Allotments Act 1922, without, in such latter case, disturbing the tenancy of the remainder of the land, whereupon a reduction of rent proportionate to the part of the land of which the tenancy is terminated, shall be made and in consideration of this agreement the said : hereby withdraws the said notice to quit, and the said Council agree to such withdrawal.

AS WITNESS the hand of the said :

and the Common Seal of the said Council this *seventh* day of *December* One thousand nine hundred and thirty one.

WITNESS to the signing hereof by
the said :

Solicitors Gainsborough

THE COMMON SEAL of the Urban District
Council of Gainsborough was affixed
hereto in pursuance of a resolution
passed at a Meeting held on the
Seventh day of *December* 1931
in the presence of



Chairman.

Clerk.