

Dated 18th March 1924

No. C 359

The Rt. Hon. Lord Clinton

to

The Rev. E C Grimaldi

and others

Counterpart

LEASE

Of

The Village Hall situate at Otterton
In the County of Devon

From 25th December 1923

Term Years 999

Expenses 2922

Rent 1 shilling

Insurance (by Lessees) £1250

No Assignments without licence

This Indenture made the eighteenth day of March One thousand nine hundred and twenty-four **Between** The Right Honourable Charles John Robert Hepburn Stuart Forbes Trefusis Baron Clinton (hereinafter with his heirs and assignees referred to as "the Lessor") of the one part and The Reverend Ernest Craven Grimaldi of The Vicarage, Clerk in Holy Orders Sidney Short of Northmostown and Ernest Mingo of Sea View Charles Edward Sage of Lower Pinn Farm and Frank William Northcott (the Trustees of the Otterton Village Club) all of Otterton in the County of Devon (hereinafter with their successors referred to as "the Lessees") of the other part

Whereas the expense of the erection of the buildings hereinafter described and intended to be hereby demised has been defrayed partly by public subscription and partly by private loans and it has been arranged that such loans amounting together to Four hundred and fifty pounds shall be secured by an issue of forty-five Bonds of Ten pounds each bearing interest at three per cent per annum as from the first day of November One thousand nine hundred and twenty-three to the following persons **xxx**

The Lessor	10 Bonds
Hilda Drake	10 Bonds
Hilda Please	5 Bonds
Richard Please	5 Bonds
Kay Eileen Sage	5 Bonds
George Bishop	5 Bonds
Frank Wm Northcott...	5 Bonds

1 Now this Indenture **witnesseth** that in consideration of the Lessees having erected the said buildings and in consideration of this and hereinafter **reserved** and of the covenants on the part of the Lessees hereinafter contained the Lessor shall hereby demise and lease Unto the Lessees

2 All that piece or parcel of land situate at the junction of Fore Street and Ropers Lane Otterton in the County of Devon together with the buildings erected thereon comprising a hall with billiard reading and recreation rooms Which premises hereby described are more particularly defined in the plan drawn on these presents and are thereon coloured red Together with the rights easements and appurtenances thereto belonging or appertaining

3 To hold the premises hereby demised unto the Lessors for the term of Nine hundred and ninety-nine years to be **computed** from the twenty-fifth day of December One thousand nine hundred and twenty-three Nevertheless upon the **trusts** and with and subject to the powers and upon the terms and conditions hereinafter declared and subject thereto upon the **trusts** declared and set forth in the Schedule hereto (which Schedule shall be deemed to be incorporated herein)

Yeilding and Paying during the said term the yearly rent of One shilling to be paid (if demanded) twenty-fifth day of December in every year the first payment thereof to be made on the twenty-fifth day of December One thousand nine hundred and twenty-four

4 And the Lessees as well for their assigns as for themselves hereby jointly and severally covenant with the Lessor the follows that is to say...

5 That the Lessees will during the said term pay the yearly rent hereinafter reserved (if demanded) at the time and in manner hereinbefore appointed for payment thereof...

6 And also will during the said term pay all existing and future taxes rates assessments charges and outgoings of every description for the time being assessed charged or imposed upon or payable either by Landlord or Tenant in respect of the premises (the Landlord's property tax only excepted) and will **bear** and pay a proportionate share of the expenses of keeping in good repair (until taken to by the Parish or other proper authority) all roads and **pavements** and also of cleaning repairing or renewing all sewers drains and watercourses already made or hereafter to be made which shall or may be used in common by the owners' tenants or occupiers of the premises hereby demised and the owners' tenants or occupiers of any ground or building near or adjoining thereto such proper proportionate share in case of difference to be settled by the Agent for the time being of the Lessor whose decision shall be final and to be paid by the Lessees on demand And also will execute all such works as are or may be under or in pursuance of any Act of Parliament already passed or hereafter to be passed directed or required by any public or local authority to be executed at any time during the said term upon or in respect of the demised premises or any part thereof whether by the owner or the occupiers thereof

7 And will at all times during the said term well and sufficiently repair uphold and clean and keep in good repair and condition the said buildings and all other buildings (if any) hereafter erected on the ground hereby demised and all additions made to the demised premises and the fixtures therein and all walls fences **chains** and appurtenances thereto belonging

And will not alter the height or character of the boundary walls or fences without the written consent of the Lessor's Agent

8 And will in the year One thousand nine hundred and twenty-eight and thereafter in every fifth year during the said term paint the external wood iron and other **works** previously or usually painted of all buildings on the demised premises with two coats of good oil colour and will in the year One thousand nine hundred and thirty-two and thereafter in every ninth year of the said term paint the internal wood and iron work and other work previously or usually painted with two coats of good oil colour and will at the end or other determination of the said term peaceably surrender the premises so well and sufficiently repaired upheld cleansed painted and kept to the Lessor together with all fixtures belonging or appertaining to the premises on every part thereof of the description **denominated** "Landlord's Fixtures"

9 And that it shall be lawful for the Lessor or his Agent with or without **surveyors** and **workmen** at all reasonable times in the daytime during the said term to enter into and upon the demised premises or any part thereof to examine the condition of the same and of any want of repair and **amendment** or other defect there found to give or leave notice in writing upon or at the demised premises

10 And the Lessees will within three calendar months meet after every such Notice will and sufficiently supply and make good all such works and repairs and amendments and defects whereof. Notice shall be given or left and all other necessary reparations

11 And also that the demised premises or any part thereof shall not during the said term be used for any trade or business whatsoever nor as a school hospital public or charitable Institution lodging or boarding house nor otherwise than for the purposes set out in the Schedule hereto only without the consent in writing of the Lessor first obtained

12 And that the Lessees will not do or permit to be done on the premises anything which may be or grow to be a nuisance or annoyance to the Lessor or any of his Lessees or Tenants

13 And that the Lessees will not during the said term make any additions or alterations to the buildings hereby demised nor erect nor when erected add to or alter any other buildings on the demised premises or any part thereof without the consent in writing of the Lessor first obtained

14 And also that the Lessees shall and will from time to time and at all times during the said term insure and keep insured the premises hereby demised in the joint names of the Lessor and his Lessees in the Scottish

Union and National Insurance Company London in the sum of One thousand two hundred and fifty pounds at the least and will when required produce the receipts for the premises~~xx~~ payable in respect of such insurance to the Lessor or to his Agent effecting and keeping on **foot** such insurance through the Accountant for the time being for the Lessor's Estate And further that in case the said buildings hereby demised or any part thereof shall be destroyed or damaged by fire during the said term then and whensoever such event shall occur they the Lessees shall with the money received in respect of such insurance reinstate the premises but the Lessees shall not be liable under the general covenants to repair hereinbefore contained to make good any damage which such sum of One thousand two hundred and fifty pounds shall be inadequate to repair

15 And also that the Lessees will not without the previous written consent of the Lessor assign or underlet (except as provided in the said Schedule) the demised premises or any part thereof

16 Provided always and it is hereby agreed and declared that the Lessees and their successors shall not be individually liable for the observance of the Lessees covenants herein contained after they shall have respectively ceased to be Lessees except for their own individual acts and defaults but so that the burden of such covenants may run with the premises hereby conveyed

17 If and whenever there shall be a breach of any of the covenants by the Lessees herein contained or if at any time the premises shall cease to be used for the purposes set forth in the Schedule hereto it shall be lawful for the Lessor to re-enter upon any part of the said premises hereby demised in the name of the whole and thereupon the said term hereby granted shall absolutely determine

18 The Lessor hereby covenants with the Lessees

- (a) That the Lessees observing and performing the covenants by the Lessees herein contained may peaceably hold and enjoy the said demised premises without any interruption by the Lessor or by any person or persons lawfully claiming under or in trust for him
- (b) That in the event of the demised premises at any time ceasing to be used for the purposes mentioned in the Schedule or if the said term shall be determined by re-entry in accordance with the provisions of clause 17 hereof and all Bonds so to be issued as aforesaid shall not at the date of such determination have been paid and so redeemed he the Lessor will purchase the said buildings at a valuation to be ascertained in the usual manner and

out of the purchase money thereof will forthwith pay or redeem all such Bonds as shall not then have been redeemed and all interest due thereon to the date of such payment and redemption and all expenses of and incidental thereto (but this clause shall not be construed so as to involve the Lessor in any liability for other debts contracted by the Lessees) And will pay the balance of the purchase money so ascertained as aforesaid to the Lessees to be applied by them in such manner for the benefit of the inhabitants of the Parish of Otterton as the Lessor and the Lessees shall jointly agree or in the event of disagreement as may be settled by the senior Conveyancing Counsel to the court who will undertake the business – If however the said premises shall cease to be used for the said purposes or if the said Lease shall be so determined as aforesaid and all such Bonds shall then have been paid and redeemed the Lessor shall have the option (of which he shall give the Lessees notice within one month of such event occurring) of purchasing the said buildings at a price to be ascertained as aforesaid and the whole of the purchase money shall in that event be dealt with in the manner hereinbefore contained

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule above referred to:

Trusts upon which the premises are to be held

- 1 To permit the premises to be used during the continuance of the term granted by the above written Lease under the name of **The Otterton Village Club** (hereinafter called "The Club") for all or any of the following purposes in connection with and for the benefit of the inhabitants of the Parish of Otterton in the County of Devon
 - (a) For the general recreation including the playing of billiards, cards and other indoor games by such of the inhabitants of the said Parish of the age of sixteen years and over as shall conform to the rules and regulations made by the Committee hereunder (hereinafter referred to as the Members of the Club)
 - (b) For public meetings of a religious, charitable, political or other social character
 - (c) For lectures entertainments, concerts, theatricals, dances, whist drives and other like purposes

- (d) For any other purpose approved by the Committee
- 2 The premises shall be managed and controlled by a Committee constituted as follows:-
 - (a) The Trustees for the time being of the above written Lease who shall be ex officio members
 - (b) Six Committeemen to be elected by the members of the Club at the first general meeting to be held as soon as may be after the execution of these presents
- 3 A General Meeting of the Members of the Club shall be held in the month of January in each year. All General Meetings shall be called by Notices posted up on the principal outer door of the trust premises for seven days prior to the date of the meeting
- 4 At the General Meeting to be held in January 1927 three persons shall be elected in the place of three of the originally elected Committeemen who shall retire (the Committeemen to retire being ascertained by ballot) and at the General Meeting to be held in January 1930 three further persons shall be elected in place of the other three originally elected Committeemen who shall retire and thereafter at the General meeting held every third year the three elected Committeemen longest in office shall retire and three other persons shall be elected in their places. The retiring Committeemen shall not be eligible for re-election at the meeting in which they retire
- 5 Casual vacancies among the elected Committeemen may at any time be filled by the Committee but so that any person elected to fill a casual vacancy shall hold office only during the period for which the Committeeman in whose place he was elected would have held office
- 6 No person shall be eligible to hold office as an elected Committeeman unless he shall reside in the Parish of Otterton and any elected Committeeman ceasing so to reside shall forthwith vacate his office
- 7 The names of the retiring Committeemen in each year and the date and place of the election at which the Committeemen to fill their places are to be appointed shall be kept posted up on the principle outer door of the Trust premises for fourteen days at least before the election
- 8 Candidates for appointment as Committeemen shall be proposed by at least two persons qualified to vote at the election aforesaid who shall give to the Committee or as they shall direct notice in writing of their intention in that behalf seven days at least before the

election and for seven days at least before the election the names and addresses of the Candidates and their proposers shall be posted upon the principal outer door of the Trust premises

9 The duties and powers of the Committee shall be as follows:-

- (a) To meet at least once in every quarter (or oftener if found necessary) and to hold a General Meeting of the Club once every year in the month of January when the Chairman of the Committee shall be elected and the method of conducting the premises determined and the Committee's Report and the Annual Accounts shall be presented a copy of such accounts being posted up in the Hall for a period of one month after each such meeting
- (b) And to appoint sub-committees
- (c) To assume entire management of the premises and buildings. To pay the rent and outgoings and keep the buildings in repair and properly insured
- (d) To fix the subscriptions and other payments of the Members of the Club to regulate the user of the premises and to make all necessary rules and regulations for the user thereof
- (e) To let the Hall for any of the purposes mentioned in clause 1 hereof upon such terms as they shall decide
- (f) To secure the borrowed money as hereinafter provided

10 (a) The Trustees shall have power to issue Bonds or Promissary Notes of Ten pounds each in such form as they may be advised to the total amount of Four hundred and fifty pounds so the persons mentioned in the above written Lease as having advanced moneys to that amount. Such Bonds or Notes shall carry interest at three per cent per annum as from the first day of November One thousand nine hundred and twenty three payable on the first day of February in every year the first proportionate payment thereof being made on or as soon as possible after the first day of February One thousand nine hundred and twenty-four

(b) So long as any of the Bonds remain outstanding he Committee shall set aside a sum equal to ten per cent of their annual income (after payment of the outgoings) to form a Sinking Fund for the repayment of the capital secured by the Bonds and shall also set aside for the same purpose the whole net proceeds of the entertainments in each year until all such capital is repaid ~~xxx~~: one long night dance, and one whist drive and dance, or any substituted entertainment of a similar character as the Committee shall decide

(c) The capital so secured shall be repaid out of such Sinking Fund by annual payments of at least five per cent of the total sum secured the first of such repayments being made on or before the first day of February 1928, but the Committee shall have power with the sanction of a Resolution passed at any General Meeting, to sanction larger payments or total repayment if sufficient money is available for the purpose

(d) The Committee shall in general pay a similar proportion of their capital to each Bond Holder but they shall have power to give priority where owing to death or other causes there is reasonable ground for giving such priority

11 All money received by the Committee in respect of the Trust premises shall (subject to clause 10) be applied as follows:

(1) In keeping the same and the furniture and effects from time to time therein insured against fire

(2) In paying the wages of all officers and servants

(3) In paying all rates taxes and other outgoings from time to time becoming payable in respect thereof

(4) In paying the interest on the Bonds and providing the Sinking Fund in repayment thereof

(5) In repairing and improving the Trust premises and in paying all expenses of carrying on the same and providing and repairing furniture, books, periodicals and other such things as may be required for the purposes of the Club

12 The power of appointing a New Trustee or New Trustees of the above written Lease in the place of Charles Edward Sage and Frank William Northcott or their successors shall be exercised by the Bond Holders so long as any Bonds remain outstanding and in the place of the said Ernest Craven Grimaldi, Sidney Short and Ernest Mingo shall be exercised by the Committee in pursuance of a Resolution passed at a General Meeting (of which the Minute Book shall be sufficient evidence) and after all the Bonds have been redeemed such power in respect of all or any of the Trustees shall be similarly exercisable

Signed, sealed and delivered by

1 Grimaldi

2 Short

3 Mingo

4 Sage, and

5 Northcott

Notes to v1 of the typed copy of the Village Hall Lease (Indenture)

- 1 Where red **xxx** appear, it means I was unable to read or even guess at the word in the original – help needed.
- 2 Where words are typed in red they represent my best guess at the word in the original – please check
- 3 At clause 14 of the indenture, there appears to be two letters after “premises” Not sure if I’m seeing things or if I have misinterpreted “premises” ???