



THIS LEASE made the *fourteenth* day of *November* One thousand nine hundred and fifty-six BETWEEN FRANK MILLWOOD BIGGLESTON of Number 6 Mount Pleasant Hayle in the County of Cornwall DENNIS JOHN PEARCE of Saint Eia Hayle aforesaid FRANK HEYWOOD WALTER of Number 24 Penpol Terrace Hayle aforesaid and VIVIAN BARROW WILLS of Trelissick Road Hayle aforesaid acting as duly appointed Trustees of and for Passmore Edwards Institute Hayle aforesaid (hereinafter called "the Landlords" which expression shall where the context so admits include the persons deriving title under them) of the one part and THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF CORNWALL (hereinafter called "the Council" which expression where the context so admits include the persons deriving title under them) of the other part WITNESSETH as follows :-



1. In consideration of the rent hereinafter reserved and of the covenants on the part of the Council hereinafter contained the Landlords hereby demise unto the Council ALL THAT room (hereinafter called "the said room") known as the small library room situate on the ground floor of the Passmore Edwards Institute at Hayle in the said County of Cornwall Together with the use for the Council their servants and visitors in common with the Landlords and tenants of other parts of the said building or Institute and all other persons having the like right of the entrance hall and passage leading to the said room And Together with the use of the water closet and lavatory accommodation in the said building in common with the said other tenants and users thereof Together also with the use of certain specified portion or portions of the roof space and parapet of the said Institute for the purpose hereinafter mentioned solely And together also with the use of the yard or space surrounding the said Institute for the parking of cars in common with all others entitled to the like right TO HOLD the same unto the Council from the *Sixth* day of *November* One thousand nine hundred and fifty-six for the term of seven years determinable nevertheless as hereinafter provided PAYING THEREFOR yearly during the said term the rent of TWENTY-SIX POUNDS clear of all deductions except Landlords' property tax Land Tax and Tithe Redemption Annuity by equal half-yearly payments on the twenty-fifth day of March and the twenty-ninth day of September in every year the first payment in respect of the period from the *Sixth* day of *November* One thousand nine hundred and fifty-six to the twenty-fifth day of March One thousand nine hundred and fifty-seven to be made on the twenty-fifth day of March next

2. The Council HEREBY COVENANT with the Landlords as follows namely:-

- (a) To pay the rent hereby reserved on the days and in manner aforesaid without any deduction except for Landlords' property tax Land Tax and Tithe Redemption Annuity
- (b) To keep the interior of the said room and the doors and windows thereof and any Landlords' fixtures therein in good and tenantable repair (reasonable wear and tear and damage by accidental fire excepted)
- (c) To permit the Landlords and their Officers and workmen during the term at least once during each half-year thereof to view the condition of the said room
- (d) Not to display any advertisement upon the exterior of the doors of the said room or in the windows thereof or upon any part of the said Institute except such as the Landlords or their Officers may approve
- (e) Not to assign underlet or part with possession of the said room or premises or

any part thereof without the written consent of the Landlords

(f) Not without the consent in writing of the Landlords to make or permit or suffer to be made any alterations or additions to the said room except such alterations and additions as may be necessary for the installation of wiring switch-board and other equipment vital and necessary for the operation of an air raid siren nor to make or permit or suffer to be made any alterations or additions to the said roof-spaces or parapets except such as may be necessary for the positioning and erection and placing of the said air raid siren in positions specified and approved by the Landlords and by the Civil Defence Authority and to make good any damage done by installation of the said air raid siren and ancillary equipment

(g) To use the said room and other premises hereinbefore described for local authority purposes only and in particular for purposes connected with Civil Defence administration and operations

(h) Not to hold or permit or suffer to be held in the said room any sale by public auction and not to do or permit or suffer to be done there anything whereby the insurance of the Institute building against fire may be rendered void or voidable or the premiums increased or which may be a nuisance or annoyance to the Landlords or the tenant or occupiers of other parts of the Institute building or which may conflict with the provisions of the original Trust Deed regulating the said Institute

(i) To yield up the said room and premises at the end of the term with any Landlords' fixtures therein in good and tenantable repair (except as aforesaid)

3. The Landlords HEREBY COVENANT with the Council as follows :-

(a) To pay all present and future rates taxes assessments and outgoings payable in respect of the said room and premises

(b) To keep the said entrance hall and passage and room clean and the same properly lighted by electric light during the hours of darkness

(c) To provide an adequate supply of water for the said water closet and lavatory accommodation

(d) To keep the outside of the said room and the roof main walls and main timbers of the Institute and the entrance hall passage and water closet and lavatory accommodation in good and tenantable repair and condition

(e) To permit the Council to position erect place and maintain during the term an air raid siren on some portion or portions of the roof space and parapets of the Institute building selected by the Civil Defence Corps Authority and approved by the Landlords and also to install in the said room such ancillary equipment as may be necessary for the working operation and control of the said air-raid siren in positions selected and approved as aforesaid.

(f) That the Council paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained and on the part of the Council to be performed and observed shall and may peaceably hold and enjoy the demised room and premises during the term hereby granted without any lawful interruption or disturbance from or by the Landlords or any person rightfully claiming through under or in trust for them

4. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due

(whether formally or legally demanded or not) or if the Council shall at any time fail or neglect to perform and observe any of the covenants and conditions herein contained and on their part to be performed and observed then and in such case the Landlords may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole 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 the Landlords for any antecedent breach of covenant by the Council

5. If at any time during the term the said room and premises shall be rendered unfit for occupation by fire then the Council shall not be liable to pay any further rent until the same shall again be rendered fit for occupation and shall be repaid any rent paid in advance in respect of the period during which the premises are so rendered unfit

6. If the Council shall be desirous of determining this present Lease at the end of the first three years of the term hereby granted and of such their desire shall deliver to the Landlord or leave for them or send by registered post to them at the Passmore Edwards Institute Hayle aforesaid not less than six months' notice in writing and shall pay all rent and perform and observe all the covenants and conditions hereinbefore contained and on their part to be performed and observed up to such determination then and in such case immediately after the expiration of the said period of three years this present Lease shall cease and be void but without prejudice to any claim by the Landlords against the Council in respect of any antecedent breach of any covenant or condition herein contained

7. If the Council shall be desirous of taking a new Lease of the demised room and premises after the expiration of the term hereby granted and of such their desire shall deliver to the Landlords or leave for them or send by registered post to them at the Passmore Edwards Institute Hayle aforesaid notice in writing not less than six months before the expiration of the said term then the Landlords will at or before the expiration of the term hereby granted if there shall then be no subsisting breach of any of the Council's obligations under this present Lease at the cost of the Council grant to the Council a new Lease of the room and premises hereby demised for a further term of seven years to commence from and after the expiration of the term hereby granted at the same rent and with and subject to the same covenants and conditions as are in this present Lease reserved and contained (this present covenant for renewal excepted)

8. All disputes or differences which may arise between the Landlords and the Council touching the provisions hereof or the operation or construction hereof or the rights or liabilities of either party hereunder shall be referred to arbitration by a single Arbitrator under the provisions of the Arbitration Act 1950 or any statutory re-enactment or modification thereof for the time being in force

IN WITNESS whereof the Landlords have hereunto set their hands and seals and the Common Seal of the Council has been hereunto affixed the day and year first before written

THE COMMON SEAL of the Cornwall)
County Council was hereunto
affixed in the presence of

KS Foster

A Member
Chairman of the County Council

OS Meyer
Clerk of the County Council



Dated 14th November 1956.

THE TRUSTEES OF THE PASSMORE EDWARDS
INSTITUTE, HAYLE

to

THE CORNWALL COUNTY COUNCIL

Counterpart/

L E A S E

of a room, roof-space and premises parts
of the Passmore Edwards Institute at
Hayle in the County of Cornwall for local
authority purposes in connection with
Civil Defence.

Rent:- £26.0s.0d. per annum.
Term:- Seven years,

9s.

*Civil Defence Area
End July 1956
Para. 8*