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LONDON RENT ASSESSMENT PANEL

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN
APPLICATION UNDER THE COMMONHOLD AND LEASEHOLD REFORM
ACT 2002 SECTION 168(4) (Breach of Lease Covenants)**

Case Reference: LON/00AH/LBC/2013/0035 (AG)

Premises: Ground Floor Flat, 39A Morland Road, Croydon,
Surrey, CR0 6HA

Applicant(s): Mr G. Boyce and Mrs S. Boyce (Landlord)

Representative: Mr Mark Jones of Counsel

Respondent(s): Mr J. Coyne (Leaseholder)

Representative: In person

Date of hearing: 8th May 2013

Also Present: Mr & Mrs Boyce

**Leasehold Valuation
Tribunal:** Mr L. W. G. Robson LLB(Hons)
Ms S. A. Coughlin MCIEH

Date of decision: 22nd May 2013

Decisions of the Tribunal

- (1) The Tribunal determines that the Respondent is in breach of his lease dated 2nd August 1957.
- (2) The Tribunal found that there had been a historic breach of Clause 2(1), due to late payment of rent, uncured breaches of Clause 2(4) (breach of covenant to maintain the property in good condition), Clause 2(5) (failure to paint the interior of the premises every three years), Clause 2(8) (failure to obtain prior written consent for alterations), and Clause 2(13) (using the premises for receipt of business post). There had been no breach of Clause 2(13) (cooking smells causing nuisance or annoyance).
- (3) The Tribunal makes the detailed determinations noted below.

Preliminary:

1. In an application dated 8th March 2013 the Applicants applied for a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 (the Act) that breaches of the lease of the property dated 2nd August 1975 (the Lease) had occurred, prior to the issue of a notice under Section 146 of the Law of Property Act 1925. The Respondent is the current Lessee. An extract from Section 168 is attached as Appendix 1, and a copy of the Lease is attached as Appendix 2 below.
2. Pre-trial Directions were given on 28th March 2013. The Applicants made written submissions with their application and again on 29th April 2013. The Respondent made a written submission dated 24th April 2013.

Hearing

3. At the hearing, the Applicants submitted that the Respondent was in breach of the Lease in the following respects:

Clause 2(1)

To pay rent of £10 per annum by quarterly payments on the "usual quarter days".

Clause 2(4)

To keep the premises in good and substantial repair and condition, in particular the foundations, external and internal walls.

Clause 2(5)

To paint all parts of the interior of the Premises, which are usually painted, at least once in every three years of the term

Clause 2(8)

No alterations shall be made to the plan or elevation of the Premises or any party wall or structure or principal or bearing walls, without the written consent of the landlord first having been obtained.

Clause 2(13)

Not to carry out any professional trade or business upon the Premises or for the premises to be used in any manner that allows nuisance or annoyance to be caused either to the neighbourhood or to the landlord or the occupiers of the upper maisonette.

4. The Applicants submitted the breaches were:

As to Clause 2(1)

The Respondent had failed to pay rent on the due quarter days in September and December 2012 and was thus £5 in arrears. The Respondent was frequently in arrears. At the date of the hearing the arrears had been cleared.

As to Clause 2(4)

The Respondent had made a number of alterations (more particularly noted relating to Clause 2(8) below) which might have altered the structural stability of the building.

As to Clause 2(5)

The Respondent had failed to paint the interior of the Premises since 2004/5.

As to Clause 2(8)

The Respondent had carried out alterations without prior written consent, consisting of:

- (i) Blocking up the bathroom window on the rear wall of the property
 - (ii) Creating a new window in the rear wall
 - (iii) Blocking up a window in the flank wall
 - (iv) Partially blocking up a doorway and creating a new window
 - (v) Blocking up two internal doorways and creating two new doorways in the internal loadbearing walls
 - (vi) Installing a stud wall to create a second bedroom
- This work had substantially been completed in 2005/6.

As to Clause 2(13)

Post arriving regularly in the communal hallway were addressed to several businesses at the property AND Pungent cooking smells from the kitchen were regularly coming into the upper flat and causing a nuisance and annoyance to the Applicants.

The Applicants' main concern was the breach of Clause 2(8), but the other breaches complained of were relevant.

5. The Respondent in his written submissions and in his oral evidence effectively admitted most of the breaches.

As to Clause 1;

He agreed that he had not usually paid rent on the quarter days as the sums were small. He sometimes had paid in advance. He had now paid for the whole of 2013 and was prepared to set up a Direct Debit.

As to Clause 2(4)

He agreed that he had not got prior written consent, but he considered that the property was now in far better condition than it had been previously, as it had been modernized. He had paid for a Building Regulations Approval Certificate in 2010. There were still several items outstanding; a certificate relating to the electrical wiring, a gas safety certificate and mains operated smoke alarms with battery back-up. At the hearing, he submitted that the only matter outstanding was that of the smoke alarms.

As to Clause 2(5)

He agreed the interior had not been painted since 2005. The current tenants did not want to be disturbed, but no one was refusing to paint if the landlord wanted it done.

As to Clause 2(8)

He agreed he had not got prior written consent from the landlord, although he thought that he had verbal approval. He agreed that he had been asked for copies of the relevant approvals, although planning permission was not necessary for the work.

As to Clause 2(13)

He agreed that mail to some of his companies was sent to the property. He did not consider this a breach of the Lease. As to the cooking smells, he had never received any complaint prior to the application. He thought the cause of the smells was a defective extractor fan and would deal with it.

7. At the hearing, a number of additional factual details were given to the Tribunal by the parties.

Decision

8. The Tribunal considered the submissions and evidence. In view of the Respondent's admissions, the Tribunal considered that there had been undisputed breaches of Clauses 1, 2(5), and 2(8). The Applicants however agreed that at the hearing the rent was paid up to date.
9. As to Clause 2(4), the Tribunal accepted that the property was now likely to be in better condition than it was previously, but it was common ground that items noted in Clause 2(4) had been altered. Mr Jones submitted that the clause related to the property in its original state and the fact that alterations had been carried out of itself was evidence of a breach of the clause. Reluctantly the Tribunal accepted

this submission. For example, the rear wall had been cut to accommodate a new door and window. Without permission from the landlord, this was a breach of Clause 2(4). A court might well go on to consider whether any actual damage has been caused to the landlord, but the Tribunal apparently does not have such power under Section 168.

10. As to Clause 2(13), the Tribunal examined both parties on the extent of the use of the property for receiving business post. Mr Boyce's unchallenged evidence was that post for the Respondent's companies was received in the common hallway about twice per week and that there had been about 40 items of post in the last 4-6 months. He found it annoying. The Respondent did not disagree with the evidence, but considered that he was not using the property for business purposes and the receipt of business post was not a breach of covenant. The use had gone on for some time and the landlord had never objected to it.
11. The Tribunal considered the particular wording of Clause 2(13). It provides:
"(13) And will also not at any time during the said term carry on or permit to be carried on any profession trade or business whatsoever upon the said premises or any part thereof or permit the same or any part to be used in any manner other than as a single private residence or in any manner so that any nuisance or annoyance can arise therefrom to the neighbourhood or to the Lessor or his tenants or occupiers of premises adjoining or near thereto and shall in particular not affix or display any plate, board, or notification of any kind that any profession or business whatsoever is carried on upon the said premises And will also not affix erect or display upon any part of the said demised premises any placard board poster sign advertisement notice or writing (except the name and number of the said maisonette and a notice board of the usual size employed by house agents to indicate that the said demised premises are to be let or sold).
12. The Tribunal considered that the alleged breach was very much a borderline case. The clause appeared mostly to relate to public signs of business use. The demised premises were being used as a single private residence by the Respondent's tenants. The amount of post being received was not great, and from the evidence given by Mr Boyce, it seemed that it had only been considered a nuisance relatively recently. If the Respondent had been living at the property, the Tribunal considered that it might well have found that the alleged breach was trivial, and a reasonable part of the residential use. However in this case the Respondent appeared to be making some additional use of the property beyond that of a single private residence. In that case there appeared to be a breach, although no objection had apparently been raised for some years. Case law suggests that it is for the courts to consider matters of waiver, not this Tribunal. In the end the Tribunal,

with some reluctance, decided that there was a breach of clause 2(13) relating to business use.

13. Relating to the cooking smells, the parties explained that the new flat layout resulted in the ground floor kitchen now being below the bathroom and bedroom of the upper flat. Mr Boyce stated that the problem had started about 2 years ago. He agreed that the problem had started some time after the current tenants had moved in. From his discussions with the tenants he believed that their extractor fan broke at about that time. The smells were very strong about twice a week. They came into the bathroom first and then through to the bedroom. It was annoying. The Respondent stated his opinion that the smells had nothing to do with the building works. The kitchen and bathroom downstairs had false ceilings which would help prevent the smell. It had only been raised with him in January 2013. The current tenants had been there for 5 years, and the smells had only been a problem for two years. He disagreed that the extractor fan had been broken for 2 years, but agreed that he should have dealt with the problem between January 2013 and the date of the hearing.
14. The Tribunal again considered Clause 2(13) in detail. Taken as a whole, the intention of the clause appears directed to uses of the property for business, or trade. As a matter of construction, the references to nuisance and annoyance seem qualified by particularising "shows" of business. While the Tribunal accepted that cooking smells could be a very considerable nuisance or annoyance, that issue does not appear to be covered by the intention and wording of Clause 2(13). The Tribunal decided that the cooking smells were not a breach of Clause 2(13).
15. To summarise, the Tribunal found that there had been a historic breach of Clause 2(1), due to late payment of rent, uncured breaches of Clause 2(4) (breach of covenant to maintain the property in good condition), Clause 2(5) (failure to paint the interior of the premises every three years), Clause 2(8) (failure to obtain prior written consent for alterations), and Clause 2(13) (using the premises for receipt of business post). There had been no breach of Clause 2(13) (cooking smells causing nuisance or annoyance).
- 16.. The Tribunal therefore determined that a breach of a covenant or condition in the Lease had occurred and granted the application made by the landlord pursuant to Section 168(4) of the Act.

Signed: Lancelot Robson
Chairman

Dated: 22nd May 2013

Appendix 1

Section 168(4) Commonhold and Leasehold Reform Act 2002

- (4) *A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred.*

Appendix 2

Lease dated 2nd August 1957

See attached

THIS DEED made the _____ day of _____ 1957

BETWEEN DOUGLAS WILSON FRANKLIN of 39 Norland Road Groydon in the County of Surrey (hereinafter called "the Lessor") of the one part and

• ETHEL JOSEPHINE LOUISE MAREY of 61 St Augustine's Avenue South Coast
Spinster (hereinafter called "the Lessee") of the other part

*Spencer
L 6.19.0
P.S.*

WITNESSETH as follows

1. In consideration of the sum of ONE THOUSAND ONE HUNDRED AND THIRTY POUNDS this day paid to the Lessor by the Lessee (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Lessor doth hereby demise and lease unto the Lessee ALL THAT piece or parcel of land situate on the North West side of a road called Norland Road in the County Borough of Groydon and coloured pink on the plan annexed hereto TOGETHER with (i) the lower maisonette erected thereon (being the ground floor of the building erected upon the said piece or parcel of land

coloured pink on the said plan) and known or intended to be known as *being the ground floor of the building including one half part in depth of the yard being the ceiling of the flat - the floor of the yard above - receptacle for water* (ii) the pieces or parcels of

land coloured green on the said plan (iii) the pieces or parcels of land constituting the passageway or footpath coloured brown on the said plan

ALL of which said premises are with the abutments and boundaries thereof by way of identification only and not of limitation or enlargement

delimited and described in the said plan AND TOGETHER with (a) the right of free and uninterrupted passage and running of water coal gas and electricity from and to the premises hereby demised through all sewers drains watercourses waterpipes gutters gaspipes and electric cables wires and meters which are now or may hereafter be in or under the said premises and adjoining and adjacent land and buildings and in particular in or

about the upper maisonette in so far as the same may be necessary for the proper use and enjoyment of the premises hereby demised (b) the right to use the chimney and flue leading to the roof (c) the right at all

reasonable times in the daytime to enter upon the upper maisonette for the purpose of executing repairs and alterations to the premises hereby demised the Lessee making good to the Lessor or the tenants or occupiers of such upper maisonette all damage occasioned thereby (d) the rights

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of support and protection to the said lower maisonette (as hereinbefore described) as the same are now enjoyed and in particular from and by the said upper maisonette and the buildings adjoining the said building and (e) all other (if any) ways rights easements and appurtenances to the premises hereby devised belonging or appertaining EXCEPT AND RESERVING unto the Lessor his successors in title and assigns and the tenants or occupiers of the said upper maisonette and all other persons entitled thereto (i) the right to pass and repass on foot only at all times in common with the Lessee over and along the said pieces or parcels of land coloured brown on the said plan (ii) the right to pass and repass at all times in over and through the entrance hall of the devised premises to the stairway leading to the upper maisonette (iii) the right to the free and uninterrupted passage and running of water soil gas and electricity from and to the said upper maisonette and other buildings and land adjoining or near to the premises hereby devised through the sewers drains watercourses waterpipes gutters gaspipes and electric cables wires and meters which are now or may hereafter during the term hereby granted be in or under or upon the premises hereby devised and the right to enter in and upon the premises hereby devised at all reasonable hours in the daytime for the purpose of inspecting maintaining or repairing the same or laying such further drains sewers watercourses cables pipes or wires as may from time to time be necessary but not so as to occasion any unnecessary damage to the Lessee and so that any damage occasioned by the exercise of such right shall be made good (iv) the rights of support and protection to the said upper maisonette (as hereinbefore described) and the buildings adjoining the premises hereby devised and ^{(v) the right to take over a cesspit} ~~the buildings adjoining the premises hereby devised and the buildings adjoining the premises hereby devised and the buildings adjoining the premises hereby devised~~ TO HOLD the same (except and reserving as aforesaid) unto the Lessee for the term of 99 years from the 24 day of June

One thousand nine hundred and fifty seven YIELDING AND PAYING during the said term (and so in proportion for any part of a year) the yearly rent of TEN POUNDS by equal ^{Quarterly} payments on the usual quarter day ~~of each~~ free and clear of all deductions whatsoever (except landlord's property tax) the first monthly payment or a proportionate part thereof

as from the date hereof to be made on the *29* day of *September*
One thousand nine hundred and fifty seven AND ALSO YIELDING AND PAYING
by way of further rent to the Lessor on demand a sum equal *to one half* to all such
sums as the Lessor may from time to time pay for insuring the ~~said premises~~
~~and the contents therein~~ *against* loss or damage by fire and aircraft and things dropped or
falling therefrom ~~in case the Lessee shall make default in insuring and~~
~~keeping insured the said premises pursuant to the covenant on that~~
~~her part hereinafter contained.~~

2. THE Lessee HEREBY JOINTLY AND SEVERALLY COVENANTS with the Lessor
in manner following (that is to say):-

(1) That the Lessee will pay the rents reserved at the time and in
manner aforesaid

(2) And will also pay all rates taxes charges assessments impositions
and outgoings of every description which now are or during the said term
shall be imposed rated taxed charged assessed or made payable upon or in
respect of the said premises or any erections thereon or additions thereto
or on the lessor or lessee or on the owner or the occupier in respect
thereof whether by authority of Parliament or otherwise howsoever
(except landlord's property tax)

(3) And will also during the said term pay ~~the cost of~~ *the cost of keeping in repair*
~~the structure of the said premises and the cost of all~~
~~external repairs which may become necessary to the building and~~
~~services and drains below this point irrespective of which party~~
~~the decision of the law as to the amount of the cost shall be~~
~~what repairs are necessary shall be fixed~~

(4) And will also during the said term keep the said ~~premises~~ *demise* and the
drains sewers watercourses waterpipes cisterns tanks gutters gaspipes
electric cables and wires and all appurtenances thereof in good and
substantial repair and condition and in particular the foundations and
the external and internal walls of the said premises and the ~~floor~~ *ceiling* of the
said ~~demise~~ *demise* and ~~the same~~ *and the same* in good and substantial repair deliver
up to the Lessor at the expiration or sooner determination of the said
term together with all things in the nature of landlord's fixtures which at
any time during the said term shall be affixed and belong to the said
premises

(5) And in particular will paint with two coats at least of good oil
colour in a proper and workmanlike manner and in a colour or colours to

which the approval of the Lessor shall have previously been obtained all
the outside wood and ironwork of the said ^{(certain) / to the said premises} premises and all additions
thereto once in every ^{seven} years of the said term and such parts of the
inside of the said premises as have been usually painted once in every
^{three} ~~seven~~ years of the said term the last painting both inside and outside
to be in the year immediately preceding the termination of this Lease
howsoever the same shall be determined And will at the same time with
every outside painting restore and make good the outside ^{of the desired premises} stucco work where-
ever necessary and at the same time with every inside painting whitewash
paper grain and varnish and colour such parts of the inside of the said
premises as are usually whitewashed papered grained varnished and coloured.

~~(4) and also will~~
towards the costs and expenses of supporting repairing and maintaining
rebuilding and cleansing the passageway coloured brown on the said plan
and all walls gutters sewers drains pipes watercourses waterpipes cisterns
tanks party walls party structures fences easements and appurtenances
belonging to or used or capable of being used by the lessees of the said
premises in common with the Lessor owners tenants or occupiers of the
premises near to or adjoining the devised premises or of which the
devised premises form part and in particular the said upper maisonette
and that such proportion shall (in default of agreement with the other
persons liable to contribute towards such costs and expenses) be
ascertained by the Lessor or his authorized surveyor or agent whose
decision shall be final And will keep the Lessor indemnified against
all such costs and expenses as aforesaid

(5) And also will not hinder or obstruct in any manner the passage on foot
of persons over the land coloured brown on the said plan

(6) And also will execute all such works as are or may under or in
pursuance of any Act or Acts of Parliament already passed or hereafter to
be passed be directed or required by any local or public authority to be
executed at any time during the said term upon or in respect of the said
devised premises (whether by the landlord or tenant thereof) or in respect
of the streets adjoining thereto or the sewers or drains thereunder

(8) And also ~~will~~ that no alteration shall be made in the plan or elevation of the said lower maisonette and premises hereby demised or in any party wall or structure nor in the principal or bearing walls or timbers of the said maisonette and premises without the previous licence in writing of the Lessor first had and obtained and will not without such licence as aforesaid erect any additional building or shed or hut temporary or otherwise on the land coloured green on the said plan

(9) And also will permit the Lessor or his agent with or without workmen and others twice or oftener in every year during the said term at convenient hours in the daytime to enter into and upon the demised premises or any part thereof to view and examine the state and condition thereof and of all such decays defects and wants of reparation as shall be then and there found to give to the Lessee notice in writing to repair and amend the same and if within three calendar months then next following the Lessee shall not have executed such repairs and amendments then the Lessee will permit the Lessor and all persons authorized by him to enter upon the demised premises and execute such repairs and amendments and the cost thereof shall be a debt due to the Lessor from the Lessee and be forthwith recoverable by action

(10) And also will permit the Lessor or the owners tenants or occupiers of the land and buildings adjoining or adjacent to the premises hereby demised or any part thereof and in particular of the said upper maisonette and all persons authorized by them to enter into the said demised premises at reasonable hours during the daytime for the purpose of repairing adjoining or adjacent buildings and in particular the said upper maisonette and constructing laying down altering cleansing emptying or maintaining any sewers drains watercourses gutters waterpipes electric wires gaspipes or appliances in connection with or for the accommodation of adjoining property and in particular the said upper maisonette and any houses or buildings for the time being erected on such adjoining or adjacent land and the fences walls or drains thereof as often as they shall require without interruption by the Lessee the Lessor or such owners tenants or occupiers doing as little damage as may be in the exercise of such right and making good to the Lessee all damage and injury occasioned

thereby and restoring the surface of the soil and everything erected thereon without any unreasonable delay and without making any compensation for any temporary damage or inconvenience

(11) And also will at her own expense maintain in good repair and condition the fences along the sides of the land hereby devised marked "T" on the said plan within the boundaries thereof

(12) And also will not dig, excavate or remove any gravel sand clay chalk or soil from the said devised premises except for the purpose of erecting any building permitted by these presents

(13) ~~And also will insure and keep insured the said devised premises from loss or damage by fire and aircraft and things dropped or falling therefrom in the joint names of the Lessor and Lessee in the Royal Insurance Company Limited Croydon Branch or in some other well-established office to be stipulated by the Lessor in a sum equal to the full value thereof And will pay all premiums and sums of money necessary for that purpose And will immediately after such insurance shall have been effected and thereafter whenever required produce to the Lessor or his agents the policy of such insurance and the receipt for every such payment and will apply or cause to be applied all moneys received by virtue of such insurance in rebuilding and reinstating the said premises according to the present plan and elevation or in such other manner as shall be approved of in writing by the surveyor for the time being of the Lessor and if the moneys so received shall be insufficient for the purpose of rebuilding and reinstatement the Lessee will pay the deficiency out of her own moneys~~

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(14) And also will not at any time during the said term carry on or permit to be carried on any profession trade or business whatsoever upon the said premises or any part thereof or permit the same or any part thereof to be occupied or used in any other manner than as a single private residence or in any manner so that any nuisance or annoyance can arise therefrom to the neighbourhood or to the Lessor or his tenants or occupiers of premises adjoining or near thereto and in particular the tenants or occupiers of the said upper maisonette and shall not erect affix or display any plate board or notification of any kind indicating

that any profession trade or business whatsoever is carried on upon the said premises And also will not affix erect or display upon any part of the said premises any placard board poster sign advertisement notice or writing (except the name and number of the said maisonette and a notice board of the usual size employed by house agents to indicate that the said demised premises are to be let or sold)

~~(14) (15) And also will not by building or otherwise stop or obstruct any light belonging to any premises the estate or interest whereof in possession or reversion now is or hereafter may be in the Lessor or any person or persons in trust for the Lessor~~

(16) And also will not uncover (except for the purpose of inspection repair or maintenance) or damage any manhole belonging to any drain or sewer in or under the demised premises

(17) And also will leave written notice of every assignment transfer mortgage charge or underlease of the said premises or of any devolution of the interest of the Lessee therein with the solicitor for the time being of the Lessor within twenty one days after the same shall have been effected except underleases at a rack rent for a period not exceeding three years And will pay to the said solicitor a fee of One pound one shilling for the registration of each and every assignment transfer mortgage charge underlease or probate of will letters of administration assent Order of the Court or other document under which such devolution arises or is evidenced

3. IT IS HEREBY AGREED AND DECLARED that the floor between the said lower maisonette and the said upper maisonette is a party structure
4. PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if the said rents or any part thereof shall be in arrear for the space of twenty-one days after any of the days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be any breach or non-observance of any of the Lessee's covenants hereinbefore contained then and in any of the said cases it shall be lawful for the Lessor at any time thereafter into and upon 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 enjoy as if his former estate.

5. AND the Lessor COVENANTS with the Lessee that the Lessee paying the rents hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demised during the said term without any lawful interruption from or by the Lessor or any persons rightfully claiming from or under him or in trust for him or them or by title paramount

6. IT IS DECLARED that (a) all rights and obligations of the Lessor and Lessee respectively under these presents shall be incident to and devolve upon the reversion expectant on this lease and the leasehold interest hereby created respectively and shall accordingly be enjoyed and observed and performed by the person or persons in whom such reversion and leasehold interest respectively shall for the time being be vested

(b) That any notice hereby required or authorized to be given to the Lessor or the Lessee respectively shall be in writing and may be given in any of the modes provided by section 196 of the Law of Property Act 1925 with respect to the notices to be given to Lessors or Lessees (as the case may be) under that Act

7. IN this Lease where the context so admits the expression "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted and the expression "the Lessee" shall include the lessee and his her successors in title.

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds three thousand ^{five hundred} pounds.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the
said DOUGLAS WILMOT FRANKLIN in the
presence of:-

(Sgt) K. L. Pickering
27 High Street

SIGNED

City Clerk
S. J. Clerk

(Sgt) Douglas Wilmot Franklin (R)

Scoutmaster certificate

SIGNED, SEALED & DELIVERED by the
said *Walter Lewis* HARRY
in the presence of:-

} *Geo E. L. Mabe* (P)

Frank Smith

Robert

Robert Freeman

Johnston

Land Registry
Official Copy
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size as the original

DATED 2 August 1937

D. W. FRANKLIN ESQ

-to-

Anna E. MERRY

2/1
~~2/1~~

LEASE

-of-

land and lower floor annexe to
Marland Road in the County Borough of
Croydon.

Commences.....1937
Term of Years.....99
Expires.....1936

Rent £10.0.0. per annua.

*I certify this to be
a true copy
W. H. [Signature]
27 Aug 37
Croydon
W. H. [Signature]*

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MORLAND ROAD

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