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Title Number LN244264

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Returned - original where,

Abstract of Lease

14th February 1851

14th Feb 1851.

Stp £1. 15. 0.

Original prod^d & at
the office of Messrs Waterhouse
Mundells & Co.

29 July 1893

Ad!

New enlarged?

1725
500
2225
1964
261

1725
1725
168

Indorsement

By Indue of demise of this date made between Lt. General Sir
James Watson K^t B Major General Thomas John Fines of the Royal
Artillery and Thomas Porter a Commander in the Royal Navy all of the
Army & Navy Club St. James Square in the County of Middlesex of the one
part & Thomas Trevor Tatham of St. John's in the County of the other part

Reciting that the said Sir J. Watson T. Fines & Thos Porter
were the Treas of the Army & Navy Club lately erected in Pall Mall
adjoining the house & premises No 40 Pall Mall belonging to the
said T. Tatham and of that part of the premises belonging to the
said club which immediately adjoins the premises of the said Thos T.
Tatham (which part thereof was formerly known as No 39) the said
Treas are possessed for the residue of a term of 500 years created by
an Indenture dated the 1st day of October 1725 and expressed to
be made between John London of the one part and John Fell the
elder of the other part.

And reciting that the said Thomas T. Tatham was seized of or
otherwise well entitled to the said house and premises No 40 as tenant
in fee simple in possession and he had lately taken down the said
house and is building another on the site thereof

And reciting that at the time of the purchase by the said Treas
of No 39 a party wall 18 inches thick stood between them and the
premises No 40 of which wall the Treas made no use in the erection of
their building but erected a substantial wall on the east or Club House
side thereof immediately adjoining thereto

And reciting that at the time of erecting the said Club House the
said Treas applied to the said Thomas T. Tatham to permit them
to project a large cornice at the Upper South west corner of the Club
House to the extent of 14 feet 6 inches from the West face of the Club
House wall returning to the extent of about 10 feet over and in front
of his premises and to project and return a smaller cornice about 28

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feet below the large cornice to the extent of 17 ft inches in front of the house
and also to extend and continue an enclosed verandah or balcony to be
attached to the smoking room situate in the uppermost storey of the
back part of the said Club House to the extent of about 12 feet over
the back part of the said premises of the said Thos J. Tatham to project
from the South face of the Club wall to the extent of 3 feet 6 inches
& not to exceed 13 feet in height the s^d verandah or balcony being
entirely enclosed in every part so projecting & extending over & above the
premises of the said T. J. Tatham to which request the said T. J. Tatham
consented in favour of the said Trees allowing him to take down the s^d
party wall without rebuilding the same & demising to him the ground
on which their portion of the said wall then stood & for their allowing
him to make use of that part of the new Club House wall marked on
the said plan thereunto annexed with the letters B. B. B. as a side wall
to his said ~~new~~ house subject to the terms & covenants hereinafter ment^d
And also of the said Trees further allowing the wall No 1 on the said
plan and built on the said wall B. B. B. to remain as long as the
said T. J. Tatham his execs admors or assigns should keep the back
& chimneys which are tied by iron rods to the Club wall not lower than
their present height

And reciting that the said parties thereto had agreed to execute
mutual deeds granting the premises and easements or privileges mentioned
in the herebefore recited Agreement.

X And reciting that by an Indent bearing even date with those
premises & expressed to be made between the said T. J. Tatham of the one
part & Sir James Watson Thos Jno Forbes & Thos Porter of the other part
after reciting as therein recited And also reciting that the s^d T. J. Tatham
for the covenants therein mentioned did thereby grant & covenant to & with the
said Sir J. Watson T. J. Forbes & Thos Porter their ~~execs admors assigns~~ that
it should be lawful for the said Sir James Watson T. J. Forbes & Thos Porter
their execs admors & assigns & the Trees & Tree for the time being of the
said Club at all times thereafter to have build & preserve at their & his
will & pleasure the two cornices & the enclosed verandah or balcony therein
replied ment^d & in case the said Sir J. Watson T. J. Forbes & T. Porter or
the survivors or survivor of them or the execs or admors of such survivor
their or his assigns or the Trees or Tree for the time being of the said

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but should at any time hereafter remove proper to run down the same
cornices & enclosed verandah or balcony or any of them & to alter the same
it should be lawful for them or him to erect any other cornices or cornices
& enclosed verandah & balcony in the same places at their present places
provided the same should not extend over the premises of the said Thos
Tatham his heirs & assigns further than the cornices & enclosed verandah
& balcony hereinbefore recited.

It was witnessed that in pursuance of the said Agreement & in virtue of the
grant so made by the said Indre of even date hereunto They the said Sir James &
Watson J. J. Forbes & J. Porter did demise & lease unto the said Thos J. Tatham
his heirs assigns & assigns

All that piece or parcel of ground containing 9
inches in width & 59 feet 7 inches in length or
thereabouts on which the Eastern half of the old party
wall between the said Club House & the premises No 40
stood as hereinbefore mentioned which said piece of ground
is delineated on the plan annexed to now abstracting
deed & is there marked with the letters A A

Together with all rights easements & appurtenances
belonging or appertaining

To hold the said piece of ground & the premises hereinbefore mentioned
& intended to be thereby demised unto the said J. J. Tatham his
heirs assigns & assigns thenceforth for the residue then
unexpired of the said term of 500 years except the last 3
days thereof rendering therefor during the said term the yearly rent
of one peppercorn if the same shall be demanded

And the said Sir James Watson J. J. Forbes & J. Porter
(so far as they lawfully might) Did grant unto the said J. J.
Tatham his heirs & assigns that it should be lawful for the
said J. J. Tatham his heirs & assigns & the tenants & occupiers
for the time being of the said messes & premises No 40 Pall Mall
at all times during the residue of the said term of 500 years
to use the part of the new wall of the said Club House
adjoining those premises which is marked on the said plan with
the letters B B B as a side wall in such manner as the
Architects or Officers of the said Club for the time being should
approve

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of that nature should be fixed ^{into} ~~into~~ or connected with the said new wall and none of the Chimneys or flues or pipes connected therewith for the use of the rain messes & premises should be made & fixed on the east side of the said messuage adjoining the blue house except to cut chases & indent 4 1/2 inches deep for ends of walls, stone steps & iron posts to be filled up solid in all cases with brick, stone or iron work in current

Covenant by the said T. T. Tatham with & for J. Watson J. L. Forbes & Thos. Porter their execs admors & assigns that he the said T. T. Tatham his heirs & assigns & his & their tenants occupiers of the s^d messes & premises No 40 Pall Mall during the residue of the said term of 500 years will use the new wall of the said blue house which is marked on the plan with the letters B. B. B. on a side wall in such manner as the Architects or Trustees of the s^d blue for the same being should approve

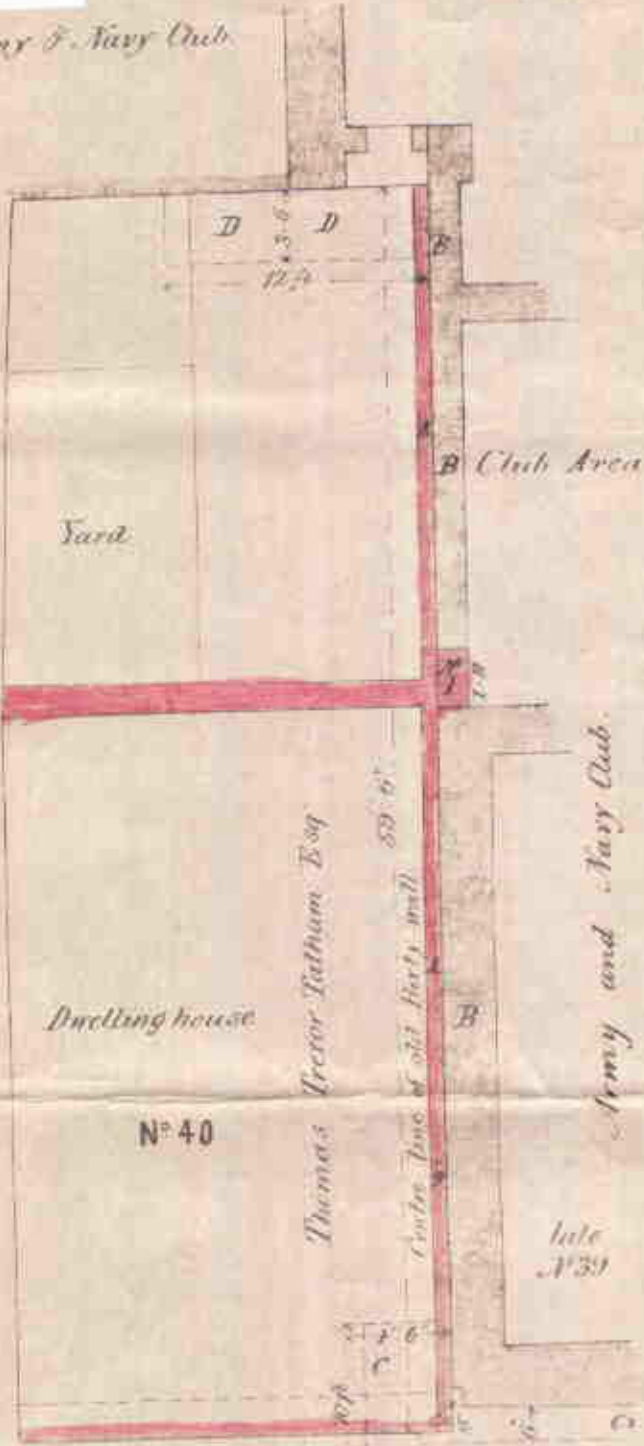
Covenant by the said T. T. Tatham his heirs & assigns that ^{he his} ~~his~~ & their tenants will not make or fix onto or cause to be made & fixed into or connected with the said wall or any part thereof any Chimneys flues timbers iron supports pipes or other materials of that nature except as aforesaid

Witness by all parties & attested
Not reg^d in Registry.

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NOTE:- This Deed/Plan was of poor quality prior to Imaging.

Army & Navy Club



Dwelling house

N° 40

Thomas Trevor Tatham Esq

Centre line of old party wall

late N° 39

*C.C. Large Terrace
C.C. Smaller Terrace
D.D. Balcony or Terrace
A.I. Wall
Front of N° 40, 1' 3\"/>*

PALL MALL SOUTH

H 137
H.M. LAND REGISTRY
TITLE No LN249264
PHOTOGRAPHIC COPY
(liable to distortion in scale)
of PLAN to DEED
dated 14.2.1851.