



Ministry
of Defence

Secretariat
St George's House
Defence Infrastructure Organisation
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Lichfield, Staffordshire
WS14 9PY

E-mail: diosec-parli@mod.gov.uk
www.gov.uk/DIO

16 August 2022

Ref. FOI 2022/08905

Dear [REDACTED]

Thank you for your email of 23 July 2022 requesting the following information:

"Please can a copy of the lease agreement for Castle Armoury Reserve (Bury, Greater Manchester) centre be shared with me and any covenants relating to the maintenance and ownership of responsibilities at the site between the MoD/NWRFCA/Board of Trustees for the site."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held and can be found at Annex A.

Under Section 16 of the Act (Advice and Assistance) you may find it helpful to know that DIO does not hold any covenants relating to the maintenance and ownership of responsibilities at the site between MOD, NWRFCA and the Board of Trustees for the site.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat

His Indenture

Made the eighteenth

day of *December* One Thousand Eight Hundred and *eighty eight* Between THE RIGHT HONORABLE EDWARD GEOFFREY EARL OF DERBY, of the one Part, and *Sir John Lubbock* *Major Oliver Cromwell Walker the younger* *Captain John James Walker* and *Sir John Lubbock* all of *Barry* in the County of *Down* — of the other Part, Witnesseth, that in consideration of the Rent hereinafter reserved, and the Covenants hereinafter contained on the part of the said *Sir John Lubbock* *Major Oliver Cromwell Walker the younger* *Captain John James Walker* and Assigns, who are hereinafter designated by the term "the Lessees," (which term shall include not only the original Lessees but also their *Administrators* and licensed Assigns,) The said Earl doth hereby demise unto the Lessees

All that Piece of Land situate in *Barry* and *Ellan* in the County of *Down* and being on the North side of *Castle Street* containing in front thereof thirty one yards eight inches and being in width at the back thereof twenty five yards thirty inches and running in depth back on the East side thereof fifty four yards four inches and on the West side thereof forty five yards twenty seven inches and containing in the whole one thousand three hundred and twenty five superficial square yards be the same or the said several dimensions thereof more or less Bounded on the North and West by the East *Down* Railway and on the East by other Land belonging to the said Earl

as the same is described and marked out in its dimensions and extent in the Plan drawn on these Presents. Together with all Rights, Easements, Privileges and Appurtenances to the said Hereditaments appertaining. Excepting and reserving nevertheless out of this Demise all Clay, Marl, Brick-earth, Gravel, Stone, Sand, and all Coal, Metallic and other Minerals whatsoever, together with power for the said Earl, his Heirs and Assigns, to get and dispose of the same at pleasure. And also excepting and reserving out of this Demise the free passage of Water and Soil from all other Hereditaments of the said Earl, his Heirs, Assigns or Tenants, through all Drains or Channels (if any) now existing on the demised Premises, and through all future Drains and Channels to be hereafter made, and which it shall be lawful for the said Earl, his Heirs and Assigns to make through any part of the demised Premises, whereon there shall not stand any Buildings, and so that all damage caused thereby to any part of the demised Premises be made good or compensated for by the said Earl, his Heirs or Assigns. To Have and to Hold the said Premises hereby demised unto the Lessees, from the Twenty-fourth Day of December, One Thousand Eight Hundred and *eighty seven* for the Term of NINE HUNDRED AND NINETY-NINE YEARS. *Reckoning and Paying* therefore yearly during the said Term, unto the said Earl, his Heirs and Assigns, the yearly Rent of *thirty three pounds* clear of all deductions, by equal half-yearly payments, upon the Twenty-fourth Day of June and the Twenty-fourth Day of December, the first of the said payments *became due* on the Twenty-fourth Day of June, One Thousand *Eight Hundred and eighty eight* And performing Suit and Service at the Court of the said Earl, for his Manor of *Down* And the said *Sir John Lubbock* *Major Oliver Cromwell Walker the younger* *John James Walker* and *Sir John Lubbock* Heirs, Executors,

53-1-11



By: [Signature]

Henry H. [Signature]
Wm. J. [Signature]
Major O.O. [Signature]
Captain J.S. [Signature]
Lieutenant J. [Signature]
Land 1,825 square Yards.

Rent £38. 0. 0.
Term 999 Years from
24th December 1874

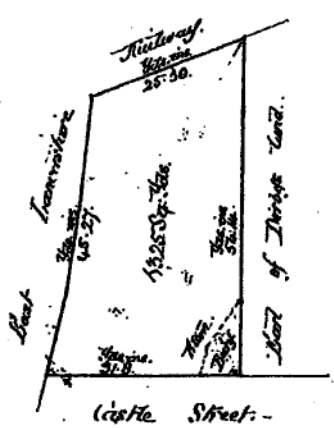
Expenses may be recovered by the said Earl, his Heirs or Assigns, by Distress upon the said demised Premises, as for Rent in arrear, but without prejudice to the Right to re-enter under the Proviso in that behalf hereinafter contained. And further that the Lessees will not assign the said demised Premises, or any part thereof, or underlet the same, or any part thereof, for any Term, except from year to year, without the previous consent, in writing, of the said Earl, his Heirs or Assigns, or his or their Agent for the time being. And will not, without such consent as aforesaid, carry on, or permit to be carried on, upon the demised Premises, the Trade, Business or Employment of a *Vintner, Distiller, Alehouse, Tavern or Coffee-house Keeper, Retailer of Ale or Beer, or any Trade, Occupation, Manufacture, Business or Employment, which may, by the said Earl, his Heirs or Assigns, be considered as noisome or offensive to the Public or to the Neighbourhood.* And will not, without such consent as aforesaid, erect or use, or permit to be erected or used upon the said demised Premises, or any part thereof, any Steam or other Engine, or any Machinery, Shafting or other Apparatus, which shall be turned or moved by Steam Power. And will, at the expiration, or other sooner determination of the said Term hereby granted, peaceably and quietly yield up unto the said Earl, his Heirs or Assigns, all the said demised Premises, with all Buildings now erected or hereafter to be erected thereon, and in such repair and condition as aforesaid. And will at the expense of the Lessees, at all times during the said Term, keep insured all the Buildings now standing or hereafter to be erected upon the said demised Premises, from loss or damage by Fire, in some good Insurance Office, to be approved by the said Earl, his Heirs or Assigns, or his or their Agent for the time being, in an amount of at least two-thirds of the value of such Buildings, and will duly pay all Premiums and other Sums payable for keeping such Insurance on foot, and will from time to time, during the said Term, when thereto requested, produce to the said Earl, his Heirs or Assigns, or his or their Agent, the Policy of such Insurance, and also the Receipt for the payment of the Premium and Duty thereon, for the then current year. And will immediately after any accident by Fire to the said demised Premises, expend the Money to be received by virtue of such Insurance, in rebuilding or repairing the said Premises, as the case may require. **Provided always,** and these Presents are upon this condition, that if, and whenever the said yearly Rent, or any part thereof shall be in arrear for thirty days, whether the same shall have been legally demanded or not, and if, and whenever there shall be a breach or nonperformance or nonobservance of any of the Covenants, by the Lessees, hereinbefore contained, the said Earl, his Heirs and Assigns, may re-enter upon the said demised Premises, or any part thereof, in the name of the whole, and thereupon the said Term hereby granted shall absolutely determine. And the said Earl doth hereby for himself, his Heirs, Executors and Administrators, covenant with the Lessees, that the Lessees paying the said Rent, and performing the said Suit and Service, and performing and observing all the Covenants herein contained, on their part to be performed and observed, may during the said Term, hold and enjoy the said demised Premises, without any lawful interruption by the said Earl, his Heirs or Assigns, or any person lawfully claiming through him or them. **In Witness** whereof, the said Parties to these Presents have hereunto interchangeably set their Hands and Seals the Day and Year first above written.

SIGNED, SEALED, and Delivered
in the Presence of

William [Signature]
Knowledge [Signature]

Duty [Signature]

PLAN REFERRED TO.



Dated 14th Dec. 1866

The Earl of Derby

to

Messrs Hutchinson, Walker, Mulla
& Walker

Lease of a plot of land situate
in Hamp Hill in the County of Lancashire
for the term of 999 years



Sent
out

