

Dated the 7<sup>th</sup> day of March 1973

[REDACTED] being

he owner of the Head Landlord's interest  
n the within-named fishing rights hereby  
onsent to the within-written lease provided  
hat this consent is restricted to the  
articular letting hereby authorised and  
ave as aforesaid the covenants contained  
n the lease dated 21 June 1968 and made  
etween [REDACTED] and  
he within-written Lessors shall remain in  
ull force and effect.

ated this 19<sup>th</sup> day of March 1973.

[REDACTED]  
-TO-

THE MINISTRY OF AGRICULTURE

LEASE  
FISHERIES RIGHTS

[REDACTED]  
1 JUNE 1968 - 31 MAY 1983

W E M Reid  
Solicitor  
Ministry of Finance  
Law Courts Building  
May Street  
BELFAST  
BT1 3JJ



# This Indenture

made the Seventh day of March One thousand nine hundred and seventy three BETWEEN [REDACTED] of Drumurrer Coalisland in the County of Tyrone Insurance Broker [REDACTED] of [REDACTED] Dungannon in the County of Tyrone Wholesale Confectioner and [REDACTED] Coalisland Engineer (hereinafter called "the Lessors" which expression shall where the context so admits include the survivor and the survivor of them and their respective executors administrators and assigns) of the one part and the MINISTRY OF AGRICULTURE FOR NORTHERN IRELAND (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) of the other part

WITNESSETH as follows:-

1. The Lessors hereby grant and demise unto the Lessee all their estate and interest in the fishing rights over the lake now known as Roughan Lough in the Parish of Donaghewry Barony of Dungannon Middle and County of Tyrone EXCEPTING AND RESERVING unto the Lessee all such matters and things as are excepted and reserved by the lease under and by virtue of which the Lessee enjoys the said estate and interest TO HOLD the same unto the Lessee for the term of fourteen years and eleven months from the First day of June One thousand nine hundred and sixty eight PAYING therefor during the said term the yearly rent of one peppercorn (if demanded)

2. The Lessee for itself and its assigns and to the intent that the obligations may continue throughout the term hereby granted and demised HEREBY COVENANTS with the Lessors as follows:

- (i) To pay the reserved rent (if demanded) on the days and in the manner aforesaid
- (ii) to pay bear and discharge all existing and future rates taxes assessments duties and out-goings whatsoever charged assessed or imposed upon or in respect of the rights and privileges hereby granted and demised upon the owner or Lessee in respect thereof (property tax only excepted)
- (iii) to exercise all the rights and privileges hereby granted and demised in a proper and sportsmanlike manner
- (iv) at all times during the continuance of the term hereby granted and demised to keep the said lake properly stocked with fish and replenish and re-stock the same from time to time as may be necessary
- (v) to give to the Lessors immediate notice of the acts of any person who under a claim of right shall without the written authority of the Lessees attempt to take fish from the said lake or the rivers and streams flowing into the same and to permit the Lessors at their own cost to bring any action or to take any proceedings in the name of the Lessee or otherwise against any person who shall attempt to fish or sport over the said lake without the authority of the Lessors
- (vi) so to exercise the rights and privileges hereby granted as to do as little injury as possible to the owners of the lands

/adjoining

X

adjoining the banks of the said lake and to make compensation  
for all injury done

(vii) not at any time hereafter to assign or underlet or part with  
the possession of this lease or the rights and privileges hereby  
granted or any part thereof without the written consent of the  
Lessors.

(viii) during the term hereby granted and demised to stock the lake now  
known as Farlough with trout fingerlings in such numbers as in the  
opinion of the Lessee's scientific staff are adequate to provide  
and maintain a sufficient stock of trout in the said Farlough  
but so that the number of such trout fingerlings shall not exceed  
Two thousand in the calendar year One thousand nine hundred and  
seventy three and One thousand in each subsequent calendar year  
during the said term AND PROVIDED that the Lessors shall ensure  
that the Lessee has all necessary means of access to the said  
Farlough and the waters thereof for the purposes of such  
re-stocking and shall indemnify and keep indemnified the Lessee  
against all actions suits costs claims and demands whatsoever  
arising directly or indirectly out of the entry by the Lessee  
on the said Farlough or the waters thereof

(ix) at the end or sooner determination of the term hereby granted and  
demised peaceably and quietly to yield up to the Lessors the rights  
and privileges hereby granted

3. The Lessors HEREBY COVENANT with the Lessee as follows:

(i) to pay the rent reserved by the lease under which the Lessors  
hold and exercise the rights and privileges hereby granted

/and

and demised and to perform and observe the covenants therein contained

- (ii) that the Lessee paying the rent hereby reserved (if demanded) and performing and observing the several covenants herein on its part contained shall peaceably and quietly hold and enjoy the said rights and privileges hereby granted and demised without any lawful interruption from or by the Lessors or any person rightfully claiming under them or any of them

PROVIDED ALWAYS and it is hereby agreed as follows:

- (i) that this grant and demise is subject to the express condition that if the yearly rent hereby reserved or any part thereof shall at any time remain unpaid for twenty-one days after the lawful demand shall have been made or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants herein on its part contained then and in any such case it shall be lawful for the Lessors by notice in writing to determine this present grant and demise and thereupon these presents and the rights and privileges hereby granted and demised shall absolutely cease and determine but without prejudice to any right of action which shall have occurred to either party in respect of any breach of any of the covenants herein contained
- (ii) that the Lessors do not grant or purport to grant to the Lessee any right or rights over the lands adjoining the said lake for the purpose of exercising the rights and privileges hereby granted

/(iii)

IN WITNESS whereof the Lessors have hereunto set their hands and affixed their Seals and the Lessee has caused its Official Seal to be affixed hereto the day and year first herein written.

SIGNED SEALED and DELIVERED  
by the said [REDACTED]  
in the presence of:-

(S) [REDACTED]

11

Dated the 21st day of June 1968.

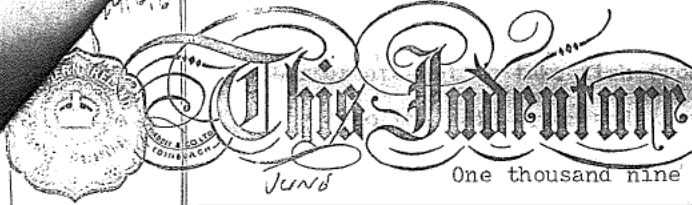
[REDACTED]  
to  
[REDACTED]

L E A S E

ROUSHAN LOUSH

L'ESTRANGE & BRETT,  
Solicitors,  
9 Chichester Street,  
Belfast, 1.

Witness of the acts  
or any person

made the *Twenty-first*

One thousand nine hundred and sixty-eight B.E. 1356



[REDACTED] part of  
"the  
Lessor") of the one part and [REDACTED] Coalisland in the  
County of Tyrone Insurance Broker [REDACTED]  
Dungannon in the County of Tyrone Wholesale Confectioner and [REDACTED]  
of Torrent Villa Coalisland aforesaid Engineer being the appointed Officers  
of Coalisland and District Angling Club (hereinafter called "the Lessees" which  
expression shall where the context so admits include the survivors and  
survivor of them their and his executors administrators and assigns) of the  
other part.

WITNESSETH as follows:-

1. The Lessor HEREBY GRANTS AND DEMISES unto the Lessees and any other  
persons duly authorised by them who are members of the Coalisland and District  
Angling Club All his estate and interest in the fishing rights over the lake  
known as Roughan Lough in the Townland of [REDACTED] Parish of  
Donaghewry Barony of Dungannon Middle and County of Tyrone

EXCEPTING AND RESERVING unto the Lessor and his nominees the right  
of fishing in the said Lough.

TO HOLD Use and Exercise the premises hereby demised during the  
lawful seasons unto the Lessees for the term of fifteen years from the  
*1st* day of *June* One thousand nine hundred and sixty-eight

YIELDING AND PAYING therefor during the said term the yearly rent of  
one peppercorn.

2. The Lessees for themselves and their assigns and to the intent that the  
obligations may continue throughout the term hereby created HEREBY COVENANT  
with the Lessor as follows:-

- (i) To pay the reserved rents on the days and in the manner aforesaid
- (ii) To pay bear and discharge all existing and future rates taxes  
assessments duties and outgoings whatsoever charged assessed or  
imposed upon or in respect of the rights and privileges hereby  
granted or upon the Owner or Lessee in respect thereof (property  
tax only excepted)
- (iii) To exercise all the rights and privileges hereby granted in a  
proper and sportsmanlike manner
- (iv) At all times during the continuance of the term hereby granted to  
keep the said River properly stocked with fish and replenish and  
restock the same from time to time as may be necessary
- (v) To give to the Lessor immediate notice of the acts of any person

who under a claim of right shall without the written authority of the Lessor attempt to take fish from the said River or the streams flowing into the said River and to permit the Lessor at his own cost to bring any action or take any proceedings in the names of the Lessees or otherwise against any person who shall attempt to fish or sport over the said River without the authority of the Lessor

- (vi) So to exercise the rights and privileges hereby granted as to do as little injury as possible to the owners of the lands adjoining the banks of the said River and to make compensation for all injury done
- (vii) Not at any time hereafter to assign or underlet or part with possession of this Lease or the rights and privileges hereby granted or any part thereof without the written consent of the Lessor
- (viii) At the end or sooner determination of the term hereby created peaceably and quietly to yield up to the Lessor the rights and privileges hereby granted

3. The Lessor ~~HEREBY COVENANTS~~ with the Lessees that the Lessees paying the rents hereby reserved and performing and observing the several covenants herein on their part contained shall peaceably and quietly hold and enjoy the said ~~rights and privileges hereby granted without any lawful interruption from or by~~ the Lessor or any person rightfully claiming under him.

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

1. That this demise is subject to the express condition that if the yearly rents hereby reserved or any part thereof shall at any time remain unpaid for twenty one days after the same shall have become payable or if the Lessees shall at any time fail or neglect to perform or observe any of the covenants herein on their part contained then and in any such case it shall be lawful for the Lessor by notice in writing to determine this present demise and thereupon these presents and the rights and privileges hereby granted shall absolutely cease and determine but without prejudice to any right of action which shall have accrued to the Lessor in respect of any breach of any of the Lessees' covenants herein contained.
2. That the Lessor does not grant or purport to grant to the Lessees any right or rights over the lands adjoining the said River for the purpose of exercising the rights and privileges hereby granted.
3. That the Lessor will on the written request of the Lessees made six calendar months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessees hereinbefore contained at the expense of the Lessees grant to them a Lease of the demised premises for a further term of fifteen years from the expiration of the said term at a rent

to be agreed between the Lessor and the Lessees and containing like covenants and provisoes as are herein contained with the exception of the present covenant for renewal

IN WITNESS whereof the Lessor has hereunto subscribed his Title of Honour and the Lessees have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED, SEALED AND DELIVERED by the



SIGNED, SEALED AND DELIVERED by the



SIGNED, SEALED AND DELIVERED by the



SIGNED, SEALED AND DELIVERED by the



Dated 29th day of October 1973



One Part

MINISTRY OF AGRICULTURE

Other Part

ROUGHAN CAR PARK.

LEASE

1 NOV. 1971 - 1983

~~S. J. MILLAR & SHEARER~~ &  
BLACK,  
SOLICITORS,  
8/9 DONEGALL SQUARE NORTH,  
BELFAST AND COOKSTOWN

A. & S. DONALDSON, Law Stationers, Lisburn.



027454



# This Indenture

made the ~~twenty~~ <sup>thirty</sup> day of October

One Thousand nine hundred and seventy-three BETWEEN [REDACTED] of Tuilaghmore, Newmills, Dungannon in the County of Tyrone (hereinafter called the Lessor which expression where the context so admits shall include the Reversioner for the time being immediately expectant upon the term hereby created) of the one part and THE MINISTRY OF AGRICULTURE FOR NORTHERN IRELAND (hereinafter called the Lessee) of the other part.

WITNESSETH as follows:-

1. The Lessor hereby demises unto the Lessee the hereditaments and premises set forth in the Schedule hereto TO HOLD the same unto the Lessee from the first day of November One Thousand nine hundred and seventy-one for the term of twelve years YIELDING and PAYING therefor during the said term the yearly rent of Twelve Pounds by equal half-yearly payments on every first day of May and first day of November clear of all deductions (save Income Tax) the first of such half-yearly payments to be made on the first day of May One Thousand nine hundred and seventy-two.

EXCEPTING and RESERVING out of this demise:-

- (a) All mines and minerals, sand gravel and stone and all trees
- (b) All such matters and things as are excepted and reserved by the documents of title by which the Lessor holds the demised premises.

2. The Lessee hereby covenants with the Lessor as follows:-

- (a) To pay the rent hereby reserved on the days and in manner aforesaid
- (b) To pay all rates taxes charges assessments impositions outgoings and burdens and Land Purchase Annuities payable in respect of the demised premises by either the Landlord or the Tenant thereof (Landlord's Income Tax alone excepted)
- (c) Not to assign sub-let or part with the possession of the demised premises or any part thereof.
- (d) To make the demised premises up with hard core and to keep same in good condition and repair
- (e) To fence off the demised premises from the other land of

the Lessor and to keep such fencing in good repair and condition

- (f) At the end or sooner determination of the term hereby created quietly to yield and deliver up to the Lessor the demised premises in such state of repair and cultivation as shall be in strict accordance with the Lessee's covenants hereinbefore contained.

3. The Lessor hereby covenants with the Lessee as follows:-

- (a) The Lessee paying the rent hereby reserved and observing and performing the covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the term hereby created without interruption by the Lessor or any person or persons rightfully claiming under or in trust for him

4. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

- (a) If the rent hereby reserved or any part thereof shall be in arrear or unpaid for the space of twenty-one days after becoming due whether formally demanded or not, or if any covenant on the Lessee's part shall not be performed or observed, then and in any such case it shall be lawful for the Lessor into the demised premises or any part thereof in the name of the whole to re-enter and thereupon this demise shall determine but without prejudice to any right of action by the Lessor in respect of any antecedent breach of the Lessee's covenants herein contained.
- (b) The Lessee shall have the right to remove such hedges as he may see fit (save the hedges bounding the extremities of the demised premises)

IN WITNESS whereof the Lessor has hereunto set his hand and affixed his seal and the Lessee has hereunto affixed its seal the day and year first herein WRITTEN.

SCHEDULE HEREINBEFORE REFERRED TO

Part of the lands of Tullaghmore more particularly delineated on the map attached hereto and thereon coloured red being part of the lands comprised in Folio number 24675 County Tyrone.

/SIGNED

SIGNED SEALED and DELIVERED :

by the Lessor in presence :

of:- :

[REDACTED]

PRESENT when the Common :

Seal of the Lessee was :

Affixed hereto:- :

NAME :

ADDRESS :

OCCUPATION:

[REDACTED]

[REDACTED]

Not See