

Proposed Works at Dun Laoghaire Baths

Architects Report



Dún Laoghaire Rathdown County Council
Architecture and Culture Department

Proposed Works at Dun Laoghaire Baths

1.0 Summary.

This scheme proposes works at the Dun Laoghaire Baths site to provide for the continuing public use of the area. The scheme proposes the retention and securing of the existing Baths Pavilion for use as artist workspaces, a gallery café and for the provision of public toilet facilities. It also proposes the removal of dilapidated structures to the rear of the Pavilion to permit the creation of a new route and landscaping that will connect the walkway at Newtownsmith to both the East Pier and the Peoples Park. Finally it also proposes the infilling of the existing saltwater pools and creating new enhanced facilities for swimming and greater access to the waters edge by means of a short jetty.



Figure 1. Aerial View of proposed scheme

2.0 Site Appraisal and Development Strategy.

The original Baths east of the East Pier were constructed in 1843 by John Crosthwaite and named the Royal Victoria baths. In 1896 Kingston Urban District Council purchased the baths site. The firm Alexander Fraser was engaged to build the new baths on today's site. In June 1908 the works were completed and are largely what is in existence today. The baths were improved and extended in the 1930s and were in use in various forms until they were closed in the early 1990s. Particulars of the Councils titles relevant to this application on the site is outlined in Section 4.0 below.

The site is highly visible from Sandycove, Newtownsmith and the East Pier and offers the potential to connect the walkway at Newtownsmith to both the East Pier and the Peoples Park. The site however is located on a slope with a north easterly aspect and receives limited sunshine and can feel exposed when windy or when seas are rough. Its location on high ground enjoys panoramic views over Scotsman's Bay. Historically this had led to the site being developed as a military Battery associated with the now demolished Martello Tower in the Peoples Park. Preliminary investigations indicate however, that although fragments and masonry work survive, the Battery complex was dismantled and incorporated into the Baths Complex.

The development strategy for the Baths site seeks to:

- Secure the existing Baths Pavilion and site which is presently closed to the public.
- Remove dilapidated structures to permit the creation of a new route and associated landscaping to connect the walkway at Newtownsmith to both the East Pier and the Peoples Park.
- Create enhanced facilities for swimming and access to the waters edge.

3.0 Design Proposal.

3.1 Retention and securing of the existing Baths Pavilion.

The existing Baths Pavilion together with a smaller outbuilding will be retained, weathered and secured while the remaining dilapidated outbuildings to the rear and side of the Pavilion will be removed. It is proposed to fit out the Pavilion to accommodate studio space for artists and to provide gallery and café facilities. The original Baths entrance along Windsor Terrace will be restored to provide access. An outdoor 'café terrace' linked to the new café will provide an attractive sitting area for viewing eating and relaxing. It is also proposed to create new public toilets facilities at street level which will also be accessible for wheelchair users. Footpaths along Windsor Terrace will be upgraded and new street trees planted. These uses and improvements will create new life and provide enhanced public facilities which will compliment the adjoining Peoples Park, the recently completed Metals Project Phase 1, and reinforce the established walking routes along Newtownsmith and the Queens Road.



Figure 2. Views of the new route to connect the East Pier with Newtownsmith.

3.2 A new route to connect the East Pier with Newtownsmith.

As part of these works the removal of dilapidated structures will facilitate the creation of a new pedestrian route to connect the walkway at Newtownsmith with the East Pier: Refer to Drawing PL-12-309. This walkway will be at a level that will create a safe and secure walk offering panoramic views over Scotsman's Bay. The form of this walk will reflect the original rocky shoreline and the historic alignment of the old gun battery that was originally located on this site. The walkway will incorporate sitting and viewing points to emphasise the relationship of this site with the Martello Tower at Sandycove and the lighthouse on the East Pier.

The land adjoining this walk will be re-graded to create grassed areas which will thematically link the Park at Newtownsmith to the Maritime Gardens which lead to the East Pier. The scheme also proposes the refurbishment of the small historic gazebo situated along this route. The removal of the dilapidated buildings and the re-grading of the land will both permit a greater level of sunlight to fall on the path and will create a pleasant and well supervised area for walking.



Figure 3. Views of the restored bandstand new route to connect the East Pier with Newtownsmith and 'café terrace'.

3.3 New swimming facilities

A new jetty and an area for changing will be created to provide enhanced access to the water for swimmers and to provide a landing point for kayaks and canoes. This jetty will be linked by new steps to the 'cafe terrace' at the Baths Pavilion and to the pedestrian crossing point leading to the Peoples Park. The jetty will also be linked to the upgraded paths which will provide access to the East Pier. It is proposed that the existing salt water pools will be in-filled and access maintained to the waters edge. The feasibility of jet water fountains in this area will also be investigated.

Complimenting the works at the Dun Laoghaire Baths it is also planned to extend the existing stormwater overflow at Newtownsmith Green (directly adjacent the Baths) out to sea by a distance of approx. 50m. This overflow typically operates 5 times per year each time for approximately 60 minutes and is designed to provide significant flood protection to nearby Glasthule village during periods of severe rainfall. The extension of this overflow will involve the construction of a new buried outfall pipe which will move spill material (primarily surface water that has entered the combined system during periods of rainfall) away from the foreshore. Because this pipe is buried it will not be visible during the low spring tides and is designed in accordance with the requirements of the Department of the Environment's 'Procedures and Criteria in relation to Storm Water Overflows'. These measures will significantly enhance the area for swimmers.



Figure 4. Views of the works from the proposed new jetty

4.0 The Council's Title

There are a number of historical titles and interests currently owned by the Council and acquired by its predecessors in law and on which the development project will be constructed. The large majority of the proposed Scheme falls within areas that are either held by the Council itself pursuant to a leasehold title or pursuant to a freehold title as set out below. These have been numbered Plot 3 and Plot 4 and are illustrated on Dun Laoghaire Baths Map 1 -PL-13-112. Existing as built elements of the subject site are entirely within the high water mark and therefore within the functional area of the County as a Planning Authority for the purpose of Section 227 of the Planning and Development Act 2000 (as amended).

Plot 3 largely comprises the footprint of the larger salt water pool. It is proposed to infill the entire pool with a selected fill material and cover this with a concrete slab. This will be used as a general public walking area and will incorporate a changing area for swimmers. It is held by the Council pursuant to an Indenture of Conveyance in Fee and made between the Crown of the One Part, the Board of Trade of the Second Part and Kingstown Urban District Council of the Third Party and dated 31st March 1909. Dun Laoghaire-Rathdown County Council is the successor in law of Kingstown Urban District Council initially by virtue of the Local Government (Dublin) Act 1930 and more recently the Local Government (Dublin) Act 1993.

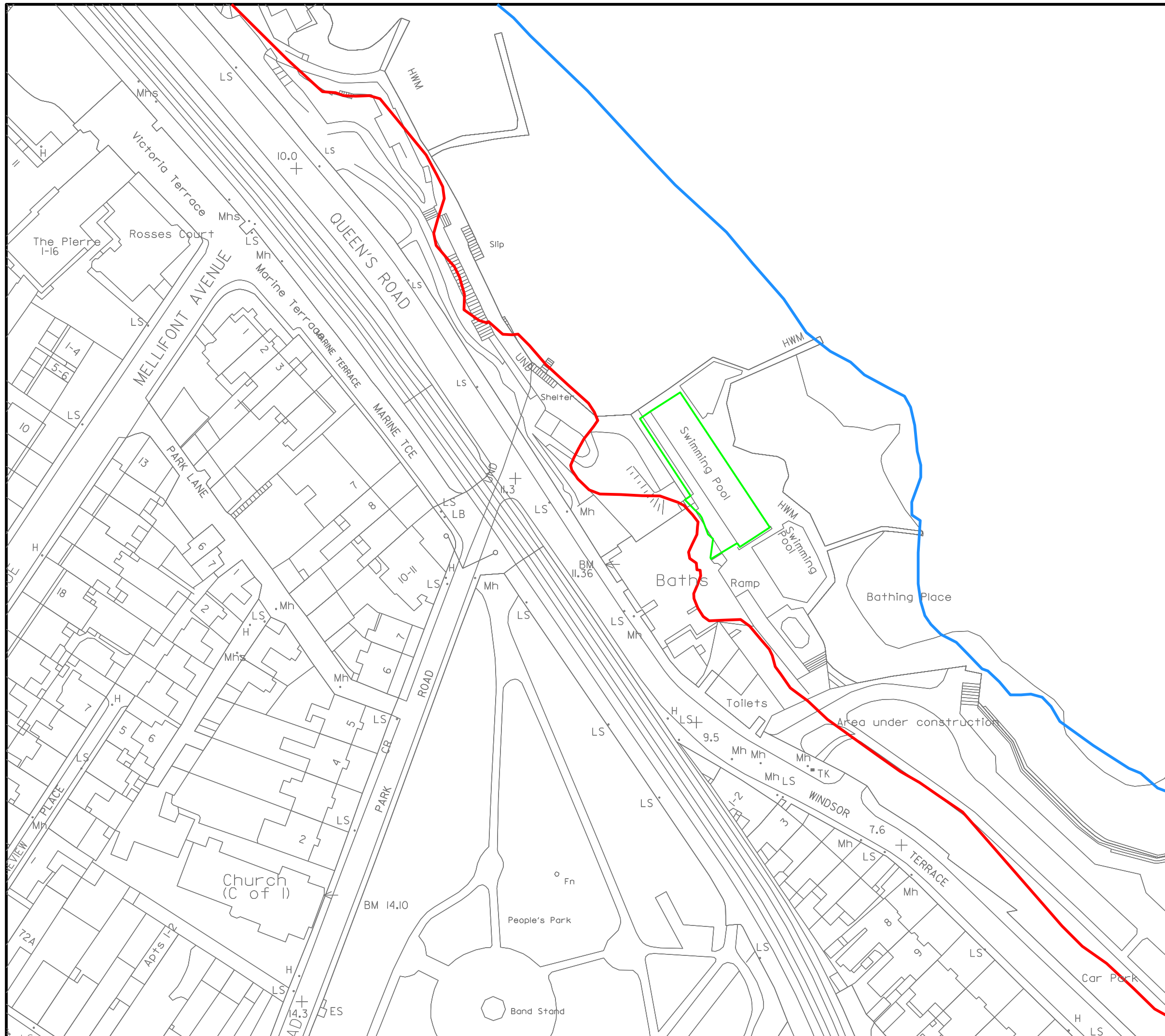
A portion of the existing dilapidated baths buildings and open changing areas together with 3 bathing pools are currently located in plot 4. It is proposed to remove these dilapidated structures and to infill these pools with a selected fill material and cover this with a concrete slab. This again will be used as a general public walking area. Areas in plot 4 will also be used to provide a changing area and jetty/slipway to sea for swimmers and some areas will form part of the new upper level walkway between Newtownsmith and the East Pier. The Council's title arises under a Leasehold Indenture from the Crown and the Board of Trade dated 23rd June 1910. The interventions proposed are in the nature of landscaping and in all cases provide for the continuation of the future public enjoyment of the Baths site. Copies of both these documents are included in Appendix B.

The entire scheme including those elements (the outer edge of the jetty and the storm-water outfall pipe) that lie outside Plots 3 and 4 are illustrated Dun Laoghaire Baths Map 2 -PL-13-114.

Appendix A

MAP 1

The Dun Laoghaire Baths Showing the existing works, the 1910HWM, the 1910 Lease and the 1909 Freehold




- 1910 Lease HWM
- 1909 Feehold
- 1910 Lease LWM

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Dun Laoghaire-Rathdown County Council.

Corporate Services
Department
Property Management
Section

DIRECTOR
K.Holohan
Director of Corporate Services & IT



Comhairle Contae County Council

Title: Dun Laoghaire Baths
Map 1

Osi Reference No: 3394 - 01, 02, 06 & 07

Sheet Contents: MAP REFERRED TO

Site Area: See Schedule

Drawn By: M.Hennessy

Checked By: M.Hevehan

Date: March 2013

Scale: 1:1000

Drawing No. PL - 13 - 112

Appendix A
MAP 2

The Dun Laoghaire Baths Showing the proposed works, the 1910HWM, the 1910 Lease and the 1909 Freehold and showing in red, the proposed works which fall on state owned foreshore i.e. outside the lease & freehold areas.



- 1910 Lease HWM
- 1909 Feehold
- 1910 Lease LWM
- Proposed Works outside 1910 Lease

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Dun Laoghaire-Rathdown County Council.

Corporate Services
Department
Property Management
Section
DIRECTOR
K. Holohan
Director of Corporate Services & IT



Title: Dun Laoghaire Baths
Map 2

Osi Reference No: 3394 - 01, 02, 06 & 07

Sheet Contents: MAP REFERRED TO

Site Area: See Schedule

Drawn By: M. Hennessy

Checked By: M. Hevehan

Date:
March 2013

Scale:
1:1000

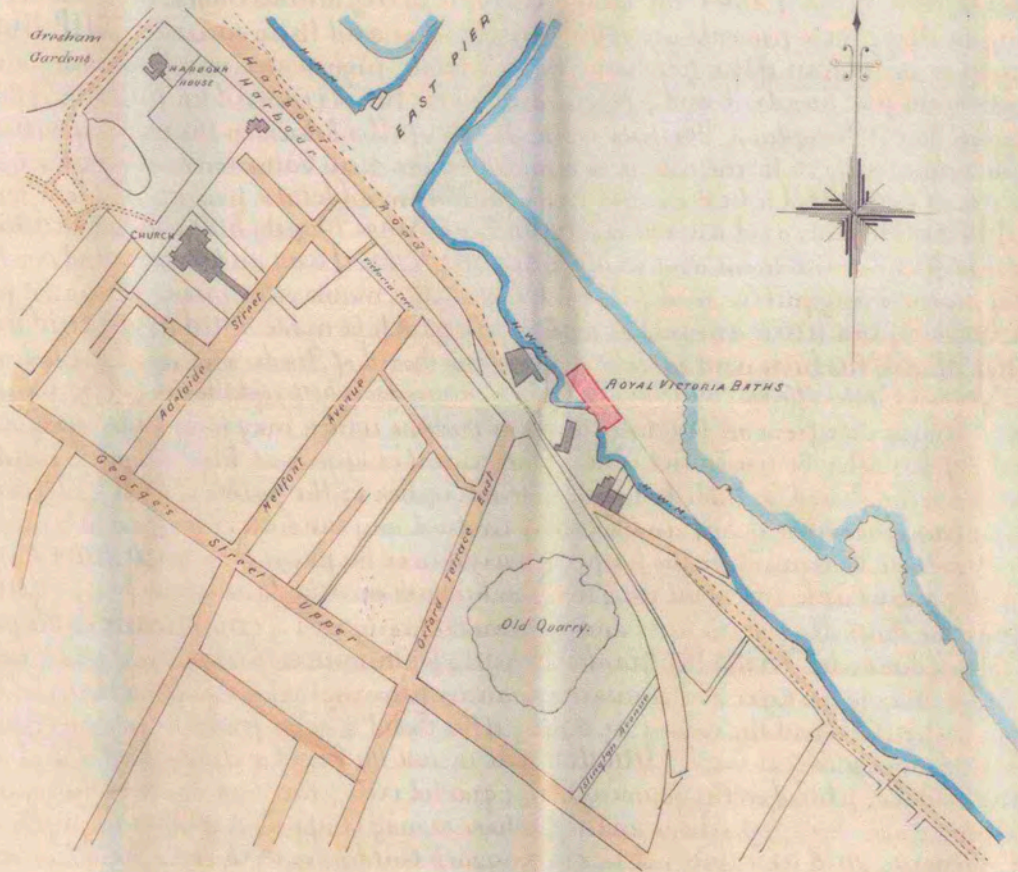
Drawing No
PL - 13 - 114

Appendix B

1909 Freehold

This Indenture Made the *thirty first* day of *March* ^{One thousand nine}
^{hundred and nine} **between** *The Kings Most*
Excellent Majesty of the first part *The Board of*

Trade acting in exercise of such of the powers conferred by the Crown Lands Act 1829 and the Crown
Lands Act 1852 or any other Act as were transferred to the Board of Trade by Crown Lands Act 1866 of the
second part and The Kingsdown Urban District Council hereinafter called the *Grantors* of the third
part. **Witnesseth** that in consideration of the sum of *Five pounds* by the *Grantors* paid to the
Accountant General Board of Trade the receipt whereof is hereby acknowledged the Board of Trade on behalf
of His Majesty do by these presents grant unto the *Grantors* and their successors **All** that piece of land
being now or formerly part of the foreshore of the sea betwixt high water mark between points situate
respectively about five hundred and fifty feet and seven hundred and ten feet south of the landward
end of the East Pier of Kingsdown Harbour in the Parish of Monkton in the County of Gwent and containing
twenty nine square poles or thereabouts as is occupied by the New Baths constructed by the *Grantors* which
said piece of land is intended to be delineated in the plan annexed to these presents and to be therein coloured
red except nevertheless and always reserving to the Kings Majesty his heirs and successors out of this
present grant for him and them and for all persons all rights of way and access to and over the premises now
existing by means of any public road footpath bridge or other means or by means of any road footpath or bridge
shown on the said plan hereto annexed as roads or intended to be made. And also except and reserving
to the Kings Majesty his heirs and successors and to the Board of Trade and any other body or person duly
authorized in right of the Kings Majesty his heirs and successors full right to enter on the premises hereby
granted and remove therefrom all buildings works or erections which may have become dilapidated or abandoned
or which may hereafter be constructed without the consent or approval hereby required thereof or which may
in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to
the former or proper condition thereof and to erect or construct any buildings or works which may in the opinion
of the Board of Trade be required for the purpose of navigation or the public interest **To have and to hold** the
premises hereby granted unto and to the use of the *Grantors* their successors and assigns forever **yielding and**
paying unto the Kings Majesty his heirs and successors the yearly rent of one shilling on the first day of January
in every year if demanded. **And** the *Grantors* do hereby for themselves their successors and assigns covenant
with the Kings Majesty his heirs and successors in manner following that is to say that the *Grantors* their successors
and assigns will not without the consent in writing of the Board of Trade first obtained erect or place on the premises
hereby granted any building or work. And also will in case the Board of Trade shall consent to any building or
work being erected or placed on the premises hereby granted erect place and construct the same according to
such plan and under such restrictions and regulations as may be approved of in writing by the Board of Trade
and not otherwise. And also will not in case any such building or work shall have been so erected or placed
on the premises hereby granted at any time after or when the same without the like consent and approval of the
Board of Trade first obtained place any materials to be employed in the construction of the same or in the
in the opinion of the Board of Trade prejudicial or obstruct navigation or become injurious to the public
interest. And also will at all times keep the premises in a good and proper state of repair and in proper
condition free from all defects injurious to navigation or the adjacent lands or the public interest. And also
will during the whole time of constructing or extending any work upon the premises hereby granted and
also after the completion thereof exhibit and keep burning every night from sunset to sunrise such light or lights
as the Board of Trade shall from time to time require. And also that it shall be lawful for the Kings Majesty



Scale 1/2500 or 200 feet to one inch

his heirs and successors and the Board of Trade and any persons duly authorised by him or them from time to time and at all reasonable times to enter into and upon and inspect the premises hereby granted and the state and condition thereof and of any want of repair or of any defect to give notice and to place such notice in some conspicuous position upon the premises and that the grantee their successors or assigns will on receipt of any such notice or upon any such notice being placed in some conspicuous position on the premises hereby granted forthwith and within three calendar months from the giving or placing of such notice restore the premises hereby granted to a proper state and condition and substantially and properly execute the repairs and amendments and remove the defect specified in such notice. And also that it shall be lawful for the Kings Majesty his heirs and successors and the Board of Trade and any persons duly authorised by him or them at any time to enter upon the premises hereby granted and to remove therefrom and abate all buildings works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required thereof or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which in the opinion of the Board of Trade may be required for the purpose of navigation or the public interest. And also will pay to the Kings Majesty his heirs and successors all expenses incurred by the Kings Majesty his heirs or successors or the Board of Trade or any persons duly authorised as aforesaid of and incidental to a survey of the premises hereby granted preparatory to the erection or construction of buildings or works or of or incidental to any consent or approval hereby required to be given thereof or which may be incurred in removing buildings works or materials which may have become dilapidated or been abandoned or which may have been constructed without the consent or approval hereby required or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and all other expenses incurred in restoring the premises hereby granted to the former or proper condition thereof. And also will not in any way hinder or obstruct the due exercise and enjoyment of any other right or privilege excepted and reserved out of the grant hereby made. **Provided** always that if the rent hereby reserved shall be unpaid for the space of twenty one days after the same shall have become due and been legally demanded, or in case default shall be made in observance or performance of any covenant or provision herein contained and on the part of the grantee their successors or assigns to be observed and performed then and in either of such cases it shall be lawful for the Kings Majesty his heirs or successors into and upon the premises hereby granted or any part thereof in the name of the whole to enter and put an end to the grant hereby made and thereupon the grant hereby made shall become void accordingly without prejudice to any remedy of the Kings Majesty his heirs and successors under any covenant by the said grantee herein contained. **Provided** always and it is hereby declared that nothing in this Deed shall be deemed to extend to or affect any beds seams or veins of coal or stone or any metalliferous or other mineral substance or any mines or quarries thereof excepted to in Section 21 of the Crown Lands Act 1866. And further that nothing in this Deed contained shall affect any of the rights or powers mentioned in Sections 22, 23 or 24 of the same Act. **Provided** also and it is hereby agreed and declared that if the Kings Majesty his heirs or successors or the Board of Trade shall at any time be desirous of purchasing the premises hereby granted then the grantee their successors or assigns shall sell the same to the Kings Majesty his heirs or successors at such price as shall be agreed upon or if not agreed upon as shall be ascertained by arbitration under the provisions of the Lands Clauses Consolidation Act, 1845 with respect to the purchase of lands otherwise than by agreement and on payment of the full purchase money so ascertained the premises shall be recovered to the Kings Majesty his heirs or successors. **Provided** also that this Deed shall be deemed sufficiently executed by the deposit of a duplicate thereof in the Consolidated Record and Will Office Chancery Division of the High Court of Justice in Ireland and the signing and making an entry of such deposit by the Clerk of the Records and Wills

And the Grantees hereby declare that they accept the grant and conveyance hereby made as effectual only to the extent of such estate right or interest in the premises as may be vested in the Kings Majesty at the date of these presents. **In witness** whereof one of the Secretaries or Assistant Secretaries of the Board of Trade hath hereunto set his hand and seal and the Grantees have caused their Common seal to be affixed the day and year first above written.

Signed stated and delivered by
~~the Honourable Thomas~~
Harry William Beckam C.B.
Assistant Secretary to the Board of
Trade in the presence of
Harry Craighaw
Board of Trade

Wm Beckam

The Common Seal of the Hingston
Urban District Council hereunto affixed
in the presence of

J. H. Bueghad
Town Clerk

W. A. Evans
Chairman.

Received from the above named Grantees the amount of the consideration money above mentioned. £5.

Accountant General
Board of Trade

The Council may seal this
Order
2 March 1899

Dated 31st day of March 1899.

Conveyance in Fee
or
Foreshore
by
The Board of Trade.

Granted to The Kingstown
Urban District Council.
County Dublin.

Halloran
H. H. H.



ENROLLED IN THE CONSOLIDATED JUDGMENTS
RECORD AND VARY OFFICE OF HIS MAJESTY'S
HIGH COURT OF JUSTICE IN IRELAND (CHANCERY
DIVISION) ON THE 2nd DAY OF April 1899.

Henry Hapgood
H. H. H.

THIS INDENTURE made the 31st day of March, One
Thousand Nine Hundred and Nine BETWEEN THE KING'S
MOST EXCELLENT MAJESTY of the First Part, THE
BOARD OF TRADE acting in exercise of such of the
powers conferred by the Crown Lands Act, 1829 and
the Crown Lands Act, 1852 or any other Act as were
transferred to the Board of Trade by the Crown
Lands Act, 1866 of the Second Part AND THE
KINGSTOWN URBAN DISTRICT COUNCIL hereinafter
called "the Grantees" of the Third Part.

WITNESSETH that in consideration of the sum of
Five Pounds by the Grantees paid to the Accountant
General, Board of Trade, the receipt whereof is
hereby acknowledged the Board of Trade on behalf
of his majesty do by these presents grant unto the
Grantees and their successors ALL THAT PIECE OF
LAND being now or formerly part of the Foreshore
of the sea below high water mark between Points

"Conveyance"
Fee

situate respectively about five hundred and fifty feet and seven hundred and ten feet South of the landward end of the East Pier of Kingstown Harbour in the Parish of Monkstown in the County of Dublin and containing twenty nine square poles or thereabouts as is occupied by the new Baths constructed by the Grantees which said piece of land is intended to be delineated in the plan annexed to these presents and to be therein coloured red EXCEPT NEVERTHELESS and always reserving to the Kings Majesty his heirs and successors out of this present Grant for him and them and for all persons all rights of way and access to and over the premises now existing by means of any public road, footpath, bridge or other means or by means of any road, footpath or bridge shown on the said plan hereto annexed as made or intended to be made.

AND ALSO ACCEPT AND RESERVING to the Kings Majesty

his heirs and successors and to the Board of Trade and any other Body or person duly authorised in right of the Kings Majesty, his heirs and successors full right to enter on the premises HEREBY GRANTED and remove therefrom all buildings, works or erections which may have become delapidated or abandoned or which may hereafter be constructed without the consent or approval hereby required thereto or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which may in the opinion of the Board of Trade be required for the purpose of navigation or the public interest TO HAVE AND TO HOLD the premises HEREBY GRANTED Unto and to the use of the Grantees, their successors and assigns forever YIELDING AND PAYING Unto the

Kings Majesty his heirs and successors the yearly
rent of One Shilling on the 1st day of January in
every year, if demanded.

AND THE GRANTEES do hereby for themselves, their
successors and assigns covenant with the Kings
Majesty, his heirs and successors in manner
following, that is to say that the Grantees, their
successors and assigns will not without the
consent in writing of the Board of Trade first,
obtained erect or place on the premises HEREBY
GRANTED any building or work.

AND ALSO will in case the Board of Trade shall
consent to any building or work being erected or
placed on the premises hereby granted erect, place
and construct the same according to such plan and
under such restrictions and regulations as may be

approved of in writing by the Board of Trade and not otherwise.

AND ALSO will not in case any such building or work shall have been so erected or placed on the premises hereby granted at any time alter or extend the same without the like consent and approval of the Board of Trade having been first obtained and also will not without the consent in writing of the Board of Trade first obtained place any materials or do any other act on the premises hereby granted which may in the opinion of the Board of Trade prejudice or obstruct navigation or be or become injurious to the public interest.

AND ALSO will at all times keep the premises in a good and proper state of repair and in proper condition free from all defects injurious to navigation or the adjacent lands or the public

interest.

AND ALSO will during the whole time of constructing, altering or extending any work upon the premises hereby granted and also after the completion thereof exhibit and keep burning every night from sunset to sunrise such lights (if any) as the Board of Trade shall from time to time require.

AND ALSO that it shall be lawful for the Kings Majesty, his heirs and successors and the Board of Trade and any persons duly authorised by him or them from time to time and at all reasonable times to enter into and upon and inspect the premises hereby granted and the state and condition thereof and of any want of repair or of any defect to give notice and to place such notice in some

conspicuous position upon the said premises and that the Grantee their successors or assigns will, on receipt of any such Notice or upon any such Notice being placed in some conspicuous position on the premises hereby granted forthwith and within three calendar months from the giving or placing of such notice restore the premises hereby granted to a proper state and condition and substantially and properly execute the repairs and amendments and remove the defects specified in such notice.

AND ALSO that it shall be lawful for the Kings Majesty, his heirs and successors and the Board of Trade and any persons duly authorised as aforesaid at any time to enter upon the premises hereby granted and to remove therefrom and abate all buildings, works or materials which may have

become delapidated or abandoned or which may have been constructed without the consent or approval hereby required thereto or which may in the opinion of the Board of Trade be injurious to navigation or to the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which in the opinion of the Board of Trade may be required for the purpose of navigation or the public interest.

AND ALSO will pay to the Kings Majesty, his heirs and successors all expenses incurred by the Kings Majesty his heirs and successors or the Board of Trade or any persons duly authorised as aforesaid of and incidental to the survey of the premises hereby granted preparatory to the erection or construction of buildings or works or of or incidental to any consent or approval hereby

required to be given thereto or which may be incurred in removing buildings, works or materials which may have become delapidated or been abandoned or which may have been constructed without the consent or approval hereby required or which may in the opinion of the Board of Trade be injurious to navigation or to the public interest and all other expenses incurred in restoring the premises hereby granted to the former or proper condition thereof.

AND ALSO will not in any way hinder or obstruct the due exercise and enjoyment of any other right or privilege accepted and reserved out of the Grant hereby made.

PROVIDED ALWAYS that if the rent HEREBY RESERVED shall be unpaid for the space of twenty one days

after the same shall have become due and being legally demanded or in case default shall be made in observance or performance of any covenant or provision herein contained and on the part of the Grantees, their successors and assigns to be observed and performed then and in either of such cases it shall be lawful for the Kings Majesty his heirs, successors into and upon the premises hereby granted or any part thereof in the name of the whole to re-enter and put an end to the Grant hereby made and thereupon the Grant hereby made shall become void accordingly without prejudice to any remedy of the Kings Majesty, his heirs and successors under any covenant by the said Grantee herein contained.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED that nothing in this deed shall be deemed to extend to

or affect any beds, seams or veins of coal or stone or any metallic or other mineral substance or any mines or quarries thereof referred to in Section 21 of the Crown Lands Act, 1866 and further that nothing in this Deed contained shall affect any of the rights or powers mentioned in Sections 22, 23 or 24 of the same Act.

PROVIDED ALSO and it is hereby agreed and declared that if the Kings Majesty, his heirs or successors or the Board of Trade shall at any time be desirous of purchasing the premises hereby granted then the Grantees, their successors and assigns shall sell the same to the Kings Majesty, his heirs or successors at such price as shall be agreed upon or if not agreed upon as shall be ascertained by arbitration under the provisions of the Land Clauses Consolidation Act, 1845 with respect to the purchase of lands otherwise than by

agreement and on payment of the purchase money so ascertained the premises shall be reconveyed to the Kings Majesty, his heirs or successors.

PROVIDED ALSO that this Deed shall be deemed sufficiently enrolled by the deposit of a duplicate thereof in The Consolidated Record and Writ Office, Chancery Division of the High Court of Justice in Ireland and the filing and making an entry of such deposit by the Clerk of the Records and Writs.

AND THE GRANTEES HEREBY DECLARE that they accept the Grant and Conveyance hereby made as effectual only to the extent of such estate, right or interest in the premises as may be vested in the Kings Majesty at the date of these presents.

IN WITNESS WHEREOF one of the Secretaries or
Assistant Secretaries of the Board of Trade hath
hereunto set his hand and seal and the Grantees
have caused their Common Seal to be affixed the
day and year first above written.

SIGNED, SEALED and DELIVERED
by THE HONOURABLE THOMAS HENRY
WILLIAM PELHAM C.B., Assistant
Secretary to the Board of Trade
in the presence of Harry Mayhew,
Board of Trade. T. H. W. Pelham (Seal)

The Common Seal of the Kingstown
Urban District Council hereunto
affixed in the presence of I.S.

Town Clerk.

N. A. Evans,
Chairman.

Received from the above named Grantees the amount
of the consideration money above mentioned - £5

E. W. S. Fry,
Accountant General,
Board of Trade.

Dated 31st March, 1909

BETWEEN/

THE KINGS MOST EXCELLENT MAJESTY

First Part

THE BOARD OF TRADE

Second Part

THE KINGSTOWN URBAN DISTRICT COUNCIL

Third Part

FEE FARM GRANT

Appendix B

1910 Lease

This Indenture

made the twenty third day of July One thousand nine hundred and ten. **Between** The Kings Most Excellent Majesty of the first part **The Board of Trade** acting in exercise of such of the powers conferred by the Crown Lands Act 1829 and the Crown Lands Act 1852 or any other Act as were transferred to the Board of Trade by the Crown Lands Act 1866 of the second part and **The Urban District Council of Kingstown** in the County of Dublin hereinafter called the Lessees of the third part. **Witnesseth** that the Board of Trade on behalf of His Majesty do by these presents grant and demise unto the Lessees **Three** three pieces of land being part of the foreshore of the sea at Kingstown situate respectively (1) between points about four hundred and seventy yards and two hundred and forty yards west of the landward end of the West Pier of Kingstown Harbour, (2) between the landward end of the East Pier of Kingstown Harbour and the West side of Sandy Cove Harbour (but excepting therefrom the areas comprised in the two conveyances dated the thirteenth day of November one thousand nine hundred and six and the first day of March one thousand nine hundred and nine respectively granted by the Board of Trade to the Lessees) and (3) between the east side of Sandy Cove Harbour and the entrance to Bullock Harbour in the County of Monaghan in the County of Dublin which said premises hereby demised are intended to be delineated in the plan annexed to these presents and to be the true edged with red colour. Except nevertheless and always reserving to the Kings Majesty his heirs and successors out of this present grant and demise full and free right for him and them and for all persons by his or their permission (which permission shall be assumed to have been granted unless the contrary be shown) subject nevertheless to any bye laws or regulations that may be made by the Lessees in manner hereinafter appearing to rule drive and otherwise pass to and fro over and to fish and bathe upon and to gather seaweed or ware from the demised premises and to land thereon goods and passengers from vessels and boats and to embark thereon goods and passengers in ships and boats but so that erections or works constructed or placed on the demised premises shall not be prejudicial or interfere with by reason of the aforesaid exception and reservation. And also except and always reserving as aforesaid all rights of way and access to or over the demised premises now existing by means of any public road footpath or bridge or other means or by means of any road footpath or bridge shown on the said plan hereto annexed as made or intended to be made. And also except and always reserving to the Kings Majesty his heirs and successors and to the Board of Trade and any other body or person duly authorised in right of the Kings Majesty his heirs or successors full right to enter on the said demised premises and remove therefrom all buildings works or erections which may have become dilapidated or abandoned or which may have been constructed without the consent hereby required thereto or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which may in the opinion of the Board of Trade be required for the purpose of navigation or the public interest. And also reserving to the Board of Trade the right to permit the Commissioners of Kingstown Harbour and all persons authorised by them to have access at all times with all necessary materials for purposes of any works of protection or repair to their Harbour or of their Harbour works. **To have and to hold** the said hereby demised premises unto the Lessees from the first day of January one thousand nine hundred and ten upon a yearly tenancy determinable as hereinafter mentioned. **Shedding and paying** therefor during the said tenancy unto the Kings Majesty his heirs and successors the yearly rent of One pound and also a royalty or duty rent of four pence for every ton of sand stone beach shingle or other materials that shall be taken off the said lands edged red during the tenancy hereby created by or under the authority of the Council but in the event of any such sand stone beach shingle or other materials being sold at a price exceeding eight pence per ton then the Lessees shall as regards all such sand stone beach shingle or other materials pay instead of the said royalty of four pence a royalty equal to one half of the gross moneys for which the said sand stone beach shingle or other materials shall have been sold respectively which said rent of one pound and the said royalty or duty rent hereinbefore respectively reserved shall be paid to the Accountant General for the time being of the Board of Trade at the Office of the Board of Trade in London by yearly payments on the first day of January in every year free from all

Deductions on account of present or future Landlords or tenants taxes rates charges or impositions (except Landlords property tax) the first yearly payment to be made on the first day of January one thousand nine hundred and eleven. **And** the Lessees hereby covenant with the King's Majesty his heirs and successors in manner following that is to say:

1. — To pay unto the King's Majesty his heirs and successors the said yearly rent and royalty herebefore respectively reserved and made payable upon the respective days and times and in the manner aforesaid without any deduction or abatement whatsoever except as aforesaid.

2. — To pay the Land tax and all other taxes rates charges and assessments whatsoever in respect of the said premises (except Landlords property tax).

3. — Not to remove or permit to be removed without the consent in writing of the Board of Trade previously obtained and payment of royalty any sand stone beach shingle or other materials from the demised premises or any part thereof and not to cause or permit the same to be removed at all after notice in writing shall have been given by the Board of Trade to the Lessees or their Clerk or other person on the demised premises prohibiting such removal and to use their best endeavours to prevent illegal or unauthorised removals of such materials and not to do or permit anything to be done on the demised premises that may be or become a nuisance or annoyance to the neighbourhood.

4. — To keep fair and legible accounts of the quantity and weight of all sand stone beach shingle and other materials which shall from time to time be lawfully taken off the demised premises and sold used or disposed of and at all times when required to produce and show such accounts to His Majesty's agent or agents for the time being and permit or suffer them or them to take extracts therefrom or copies thereof.

5. — Within ten days after the first day of January in each year and at such other times as may be required by the Board of Trade during the said tenancy hereby granted as the Board of Trade shall require the same and also within ten days after the expiration or other sooner determination of the said tenancy to deliver into the Office for the time being of the Board of Trade in London a true and fair account in writing of the quantity and weight of all sand stone beach shingle and other materials which during the preceding year or during such time as shall be required by such notice as aforesaid shall have been taken off the said lands hereby demised such account being from time to time first signed in writing in the hand of the Lessees or their Surveyor or Agent for the time being.

6. — Not at any time during the continuance of this demise to sublet assign or part with the possession of the said land hereby demised or any part thereof or to make erect or build or permit to be made erected or built upon in or under the said lands hereby demised or any part thereof any building erection or work without the consent in writing of the Board of Trade for that purpose first had and obtained.

7. — At all times to uphold and keep in good repair and condition all erections works and buildings that may with such consent as aforesaid be built or made upon in or under the said lands during the continuance of this demise and the same so upheld and kept in repair as aforesaid at the end or sooner determination of the said tenancy to deliver in unto the Board of Trade.

8. — To permit the Board of Trade at any time to enter into and upon and inspect the said premises and the state and condition thereof and if any error fault or defect shall be found or appear in the said land on receiving notice to that effect to repair and amend the same within the space of twenty eight days next after the receipt of any such notice.

9. — To permit the Commissioners of Kingstown Harbour and all persons duly authorised by them to have access at all times with all necessary materials for purposes of any works of protection or repair to their Harbour or of their Harbour Works.

10. — That the Lessees will use their best endeavours to prevent all purprestures encroachments and unlawful acts upon the demised premises which may prejudice the Crown's title thereto and if any claim shall be hereafter made

to the said premises or any part thereof or to any right profit or easement in or out of the same will forthwith give notice thereof to the Board of Trade and will not admit or acknowledge such claim in any way whatsoever. **Provided** always that if the aforesaid rent or royalty or any part thereof respectively shall not be duly accounted for or shall remain unpaid for twenty one days next after any of the days whereupon the same ought to be paid as aforesaid or in case the Lessees shall not perform and keep the several covenants hereinbefore contained then and in any of the said cases it shall be lawful for His Majesty his heirs or successors or for the Board of Trade to enter into and upon the said premises hereby demised and determine the said tenancy and the said premises thenceforward to hold as in and for us and their former estate. **Provided** also and it is hereby agreed that the tenancy hereby created may be determined at any time by His Majesty his heirs or successors or by the Board of Trade upon giving to the Lessees or their clerk at the office of the Lessees for the time being or leaving upon the said premises for them three calendar months previous notice in writing of their intention so to do or by the Lessees upon leaving at the office of the Board of Trade in London a similar notice and paying the rent hereby reserved and performing and observing the several covenants and conditions in their part herein contained up to the day of the said tenancy being so determined. **Provided** also and it is hereby further agreed that in the event of any portion of the foreshore the subject of this demise being required for any work which in the opinion of the Board of Trade would be of public utility or in the public interest the Board of Trade shall be at liberty to re-enter and take immediate possession of the portion of the foreshore so required or to give notice in writing to the Lessees that such portion is so required and thereupon this demise so far as regards the said portion so required shall absolutely cease and determine and thenceforth this Indenture shall continue in full force as if the portion of the premises so required as aforesaid or in respect of which such notice in writing shall have been given as aforesaid had not been included in the premises hereby demised. **Provided** also and these presents are upon this express condition that in case the Lessees shall construct or commence to construct any building or works on the said premises hereby demised without the written consent of the Board of Trade then this demise shall be wholly void anything herein contained to the contrary notwithstanding without prejudice however to the payment of any rent or royalty then due or to be paid for any breach of covenant theretofore committed. **Provided** also and it is hereby expressly agreed and declared that the Lessees will not during the term hereby granted interfere with the rights of the public to free open sea bathing at Sandycove but will at all times support His Sandycove Bathing Committee in the management of the Sandycove bathing place known as The Forty Foot Hole and Boys Bathing place in the interests of the inhabitants. **Provided** always and it is hereby agreed that any bye laws and regulations which may be lawfully made by the Lessees with respect to the use and enjoyment of the demised premises under any Statutory or other power enabling them in that behalf shall not be promulgated or come into operation until such bye laws or regulations have received the consent of the Board of Trade. **Provided** always and it is hereby declared that nothing in this Deed shall be deemed to extend to or affect any beds seams or veins of coal or stone or any metallic or other mineral substance or any mines or quarries thereof referred to in Section twenty one of the Crown Lands Act 1866. And further that nothing in this Deed contained shall affect any of the rights or powers mentioned in Sections twenty two, twenty three or twenty four of the same Act. **Provided** always that this Deed shall be deemed sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. And the Lessees hereby declare that they accept the grant and demise

Forty Foot

hereby made as effectual to the extent and only to the extent of such estate right or interest in the premises as may be vested in the King's Majesty at the date of these presents In Witness whereof one of the Secretaries or Assistant Secretaries of the Board of Trade has hereunto set his hand and seal and the Lessees have caused their Common Seal to be affixed the day and year first above written.

Signed sealed and delivered by
the Honorable Thomas
Henry Bland Palmer, C.B.
Assistant Secretary to the Board
of Trade in the presence of

Henry Bland Palmer
Board of Trade

T. H. Bland

The Common Seal of the Urban
District Council of Kingstown
hereunto affixed in the presence of

John P. King, Esq.
Mayor

Alfred. Manning
Chairman

Pursuant to the covenant contained in the within Lease dated the Twenty-third day of July one thousand nine hundred and ten made between the King's Most Excellent Majesty of the First Part, The Board of Trade of the Second Part and The Urban District Council of Kingstown of the Third Part, the Minister for Industry and Commerce as successor in title to the Board of Trade by virtue of the provisions of the Ministers and Secretaries Act, 1924 hereby consents to the Corporation of Dún Laoghaire (the successors in title to the within named Urban District Council of Kingstown) laying in the premises demised by the within Lease a main sewerage pipe to form part of the new sewerage system being laid by the said Corporation in the Borough of Dún Laoghaire subject to the conditions following:

1. The said Corporation of Dún Laoghaire hereby covenants with the Minister to take all necessary steps to the satisfaction of the Minister to prevent the discharge of sewage through the said pipe creating a nuisance and shall indemnify and keep indemnified the Minister against all actions claims damages costs and expenses arising in any manner whatsoever in connection with the laying and maintenance of the said pipe or the user thereof.

In Witness whereof the Minister and the Corporation have caused their respective seals to be hereunto affixed this twenty-first day of November one thousand nine hundred and fifty-seven.

Present when the Official Seal of the
Minister for Industry and Commerce
has affixed hereto and was authenticated
by the signature of

T. J. Breen

T. J. Breen
Secretary

Witness
I, Alfred Manning
being authorized under Section 15(1)
of the Ministers and Secretaries Act, 1924
to authenticate the seal of the said
Minister.

Present when the Corporate Seal of
the Dún Laoghaire Corporation
was affixed hereto.

Alfred Manning
Chairman

Witness
John P. King

Value £3¹⁰ 000 July 1910

Lease Foreshore

BY

The Mayor of Trade

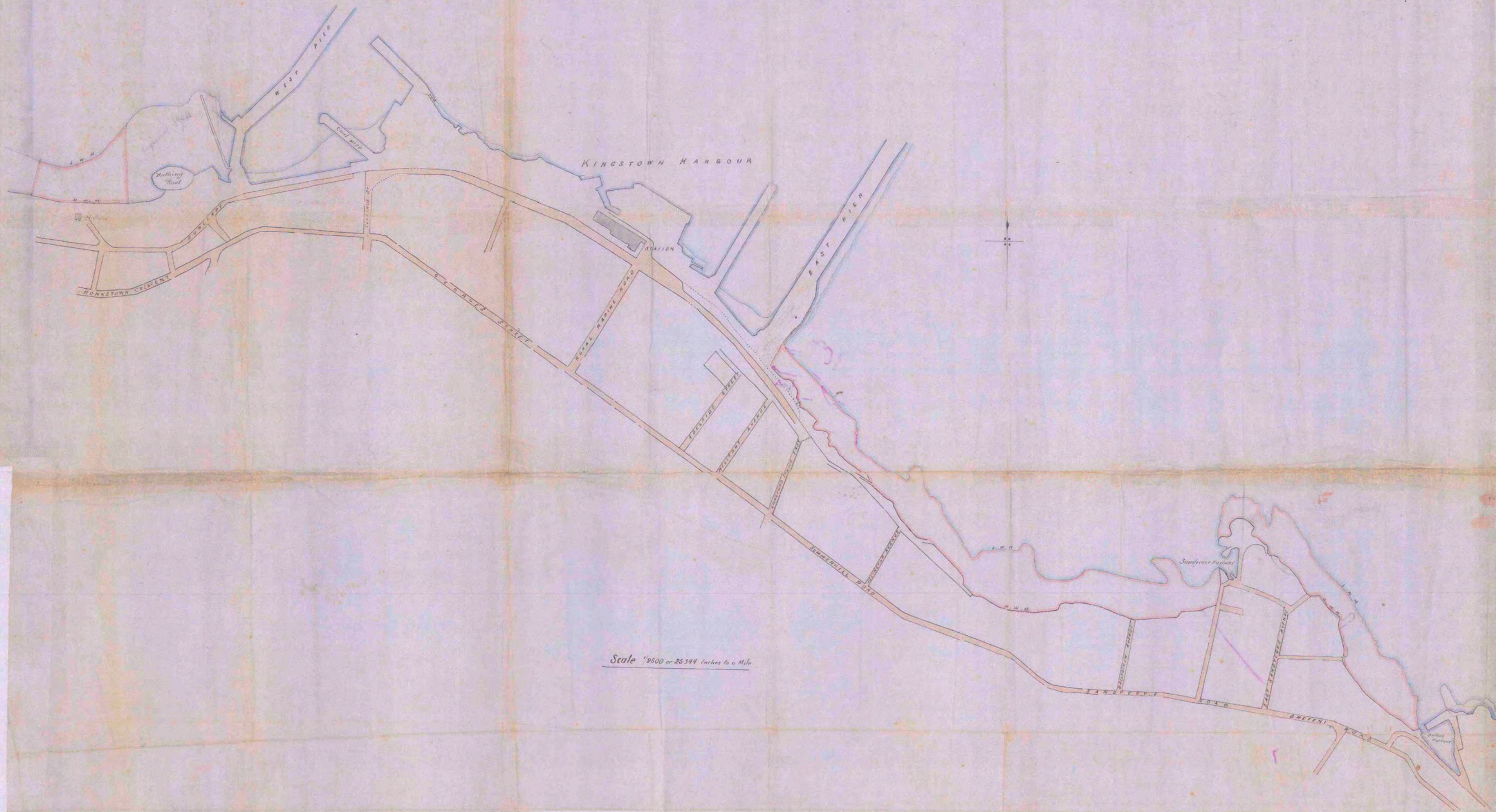
Lease Kingsdown Urban District Council

Lease Menistown

Lease Dublin

Lease £1.0.0.

ENROLLED IN THE CONSOLIDATED JUDGMENTS
RECORD AND WRIT OFFICE OF HIS MAJESTY'S
HIGH COURT OF JUSTICE IN IRELAND (CHANCERY
DIVISION) ON THE 10th DAY OF July 1910
James H. O'Donoghue J. R. M.



KINGSTOWN HARBOUR

STATION

EAST PIER

WEST PIER

Docks

HONKSTOWN CRESCENT

BURLINGTON STREET

ROYAL MARINE ROAD

EDWYDE STREET

MILTON AVENUE

SANDWICH ROAD

SWEETEN ROAD

Sandwich Harbour

Scale 1/2500 or 25344 inches to a Mile

HIS INDENTURE made the 23rd day of July One

Thousand Nine Hundred and Ten BETWEEN THE KINGS
MOST EXCELLENT MAJESTY of the First Part THE BOARD
TRADE acting in exercise of such of the powers
conferred by The Crown Lands Act, 1829 and The
Crown Lands Act, 1852 or any other Act as were
transferred to the Board of Trade by the Crown
Lands Act, 1866 of the Second Part AND THE URBAN
DISTRICT COUNCIL OF KINGSTOWN in the County of
Dublin hereinafter called "the lessees" of the
Third Part WITNESSETH that the Board of Trade on
behalf of his Majesty to by these presents grant
and demise unto the Lessees ALL THOSE three pieces
of land being part of the foreshore of the sea at
Kingstown situate respectively (1) between points
about four hundred and seventy yards and two
hundred and forty yards west of the landward end of
the West Pier of Kingstown Harbour (2) between the
landward end of the east pier of Kingstown Harbour
and the west side of Sandycove Harbour (but
excepting therefrom the areas comprised in the two
Conveyances dated the 13th day of November one
thousand nine hundred and six and the first day of
March one thousand nine hundred and nine
respectively granted by the Board of Trade to the
Lessees) and (3) between the east side of Sandycove
Harbour and the entrance to Bulloch Harbour in the
Parish of Monkstown in the County of Dublin which
said premises hereby demised are intended to be
delineated in the Plan annexed to these presents
and to be therein edged with red colour. Except
nevertheless and always reserving to the Kings
Majesty his heirs and successors out of this
present grant and demise full and free right for
him and them and for all persons by his or their
permission (which permission shall be assumed to
have been granted unless the contrary be shown)
Subject nevertheless to any Bye-Laws or Regulations
which may be made by the Lessees in manner
hereafter appearing to ride drive walk or otherwise
pass to and fro over and to fish and bathe upon and
to gather seaweed of ware from the demised premises
and the lands thereon goods and passengers from
vessels and boats and to embark therefrom goods and
passengers in vessels and boats but so that
erections or works constructed or placed on the
demised premises with the consent of the Board of
Trade as hereby provided shall not be prejudiced or
interfered with by reason of the aforesaid
exception and reservation And also accept and
always reserving as aforesaid all rights of way and
access to or over the demised premises now existing
by means of any public road footpath or bridge or
by means of any road footpath or bridge shown on
the said plan hereto annexed as made or intended to

be made And also accept and always reserving to the Kings Majesty his heirs and successors and to the Board of Trade and any other Body or Person duly authorised in right of the Kings Majesty his heirs or successors full right to enter on the said demised premises and remove therefrom all buildings, works or erections which may have become dilapidated or abandoned or which may have been constructed without the consent hereby required thereto or which may in the opinion of the Board of Trade be injurious to navigation or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which may in the opinion of the Board of Trade be required for the purpose of navigation or the public interest And also reserving to the Board of Trade the right to permit the Commissioners of Kingstown Harbour and all persons authorised by them to have access at all times with all necessary materials for purposes of any works of protection or repair to their harbour or of their harbour works TO HAVE AND TO HOLD the said hereby demised premises unto the Lessees from the 1st day of January One Thousand Nine Hundred and Ten upon a yearly tenancy determinable as hereinafter mentioned YIELDING AND PAYING therefor during the said tenancy unto the Kings Majesty his heirs and successors the yearly rent of £1.00 and also a royalty or duty rent of 4p for every ton of sand stone beach shingle or other materials that shall be taken off the said lands edged red during the tenancy hereby created by or under the authority of the Council but in the event of any such sand, stone, beach, shingle or other materials being sold at a price exceeding 8p per ton then the lessees shall as regards all such sand, stone, beach, shingle or other materials pay instead of the said royalty of 4p a royalty equal to one half of the gross monies for which the said sand, stone, beach, shingle or other material shall have been sold respectively which said rent of £1.00 and the said royalty or duty hereinbefore respectively reserved shall be paid to the Accountant Geralaise for the time being of the Board of Trade at the Office of the Board of Trade in London by yearly payments on the first day of January in every year free from all deductions on account of present or future landlords or tenants taxes rates charges or impositions (except landlords property tax) the first yearly payments to be made on the 1st day of January One Thousand Nine Hundred and Eleven AND the Lessees hereby covenant with the Kings Majesty his heirs and successors in manner following that is to say:-

1. To pay the Kings Majesty his heirs and successors the said yearly rent and royalty hereinbefore respectively reserved and made payable upon the respective days and times and in the manner aforesaid without any deductions or abatement whatsoever except as aforesaid.
2. To pay the land tax and all other taxes, rates, charges and assessments whatsoever in respect of the said premises (except landlord's property tax).
3. Not to remove or permit to be removed without the consent in writing of the Board of Trade previously obtained and payment of royalty any sand, stone, beach, shingle or other materials from the demised premises or any part thereof and not to cause or permit the same to be removed at all after notice in writing shall have been given by the Board of Trade to the Lessees or their Clerk or left upon the demised premises prohibiting such removal and to use their best endeavours to prevent the legal or unauthorised removal of such material and not to do or permit anything to be done on the demised premises that may or become a nuisance or annoyance to the neighbourhood.
4. To keep fair and legible accounts of the quantity and weights of all sand, stone, beach, shingle and other materials which shall from time to time be lawfully taken off the demised premises and sold, used or disposed of at all times when required to produce and show such accounts to His Majesty his agent or agents for the time being or permit or suffer him or them to take extracts therefrom or copies thereof.
5. Within ten days after the first day of January in each year and at such other time or times during the said tenancy hereby created as the Board of Trade shall now require the same and also within ten days after the expiration or other sooner determination of the said tenancy to deliver into the office for the time being of the Board of Trade in London a true and fair account in writing of the quantity and weights of all sand, stone, beach, shingle and other materials which during the preceeding year or during such time as shall be required by such Notice as aforesaid shall have been taken off the said lands hereby demised such account being from time to time first verified in writing under the hand of the lessees or their surveyor or agent for the time being.

6. Not at any time during the continuance of this demise to sub-let assign or part with the possession of the said land hereby demised or any part thereof or to make erect or build or permit to be made erected or built upon in or under the said lands hereby demised or any part thereof any building erection or work without the consent in writing of the Board of Trade for that purpose first had and obtained.
7. At all times to uphold and keep in good repair and condition all erections works and buildings that may with such consent as aforesaid be built or made upon in or under the said lands during the continuance of this demise and the same so upheld and kept in repair as aforesaid at the end or sooner determination of the said tenancy to deliver up unto the Board of Trade.
8. To permit the Board of Trade at any time to enter into and upon to inspect the said premises and the state and condition thereof and if any error fault or defect shall be found or appear in the said land on receiving notice to that effect to repair and amend the same within the space of 28 days next after the receipt of any such Notice.
9. To permit the Commissioners of Kingstown Harbour and all persons duly authorised by them to have access at all times with all necessary materials for purposes of any works of protection or repair to their harbour or of their harbour works.
10. That the Lessees will use their best endeavours to prevent all purprestures encroachments and unlawful acts upon the demised premises which may prejudice the Crowns title thereto and if any claim shall be hereafter made to the said premises or any part thereof or to any right profit or easement in or out of the same will forthwith give notice thereof to the Board of Trade and will not admit or acknowledge such claim in any way whatsoever. PROVIDED ALWAYS that if the aforesaid rent or royalty or an part thereof respectively shall not be duly accounted for or shall remain unpaid for 21 days next after any of the days whereupon same ought to be paid as aforesaid or in case the lessees shall not perform and keep the several covenants hereinbefore contained then and in any of the said cases it shall be lawful for his Majesty his heirs or successors or for the

Board of Trade to enter into and upon the said premises hereby demised and determine the said tenancy and the said premises thenceforward to hold in and for his and their former estate. PROVIDED ALSO that it is hereby agreed that the tenancy hereby created may be determined at any time by his majesty his heirs or successors or by the Board of Trade upon giving to the Lessees or their Clerk at the Offices of the Lessees for the time being or leaving upon the said premises for them three calendar months previous notice in writing of their intention so to do or by the Lessees upon leaving at the Office of the Board of Trade in London a similar Notice and paying the rent hereby reserved and performing and observing the several covenants and conditions on their part herein contained up to the day of the said tenancy being so determined. PROVIDED ALSO and it is hereby further agreed that in the event of any portion of the foreshore the subject of this demise being required for any work which in the opinion of the Board of Trade would be of public utility or in the public interest the Board of Trade shall be at liberty to render and take immediate possession the portion of the foreshore so required or to give notice in writing to the Lessees that such portion is so required and thereupon this demise so far as regards the said portion so required shall absolutely cease and determine and thenceforth this Indenture shall continue in full force as if the portion of the foreshore so required as aforesaid or in respect of which such Notice in writing shall have been given as aforesaid had not been included in the premises hereby demised. PROVIDED ALSO and these presents are upon this expressed condition that in case the Lessees shall construct or commence to construct any building or works on the said premises hereby demised without the written consent of the Board of Trade then this demise shall be wholly void anything herein contained to the contrary notwithstanding without prejudice however to the payment of any rent or royalty then due or to the remedies for any breach of covenant theretofore committed. PROVIDED ALSO and it is hereby expressly agreed and declared that the Lessees will not during the term hereby granted interfere with the rights of the public to free open sea bathing at Sandycove but will at all times support the Sandycove Bathers Committee in the management of the Sandycove Bathing Place known as the Forty Foot and Boys Bathing Place in the

interests of the inhabitants. PROVIDED ALWAYS and it is hereby agreed that any Bye-Laws and Regulations which may be lawfully made by the Lessees with respect to the use and enjoyment of the demised premises under any Statutory or other power enabling them in that behalf shall not be promulgated or come into operation until such Bye-Laws or Regulations have received the consent of the Board of Trade PROVIDED ALWAYS and it is hereby declared that nothing in this Deed shall be deemed to extend to or affect any beds, seams or veins or coal or stone or any metallic or other mineral substance or any mines or gorrays thereof referred to in Section 21 of the Crown Lands Act 1866 AND FURTHER that nothing in this Deed contained shall affect any of the rights or powers mentioned in Sections 22, 23 or 24 of the same Act. PROVIDED ALWAYS that this Deed shall be deemed sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making and entry of such deposit by the Keeper of the said Record and Enrolments AND the Lessees hereby declare that they accept the grant and demise hereby made as effectual to the extent and only to the extent of such estate, right or interest in the premises as may be vested in the Kings Majesty at the date of these presents.

IN WITNESS WHEREOF one of the secretaries or assistant secretaries of the Board of Trade has hereunto set his hand and seal and the Lessees have caused their common seal to be affixed the day and year first herein WRITTEN.

SIGNED SEALED AND DELIVERED

by THE HONOURABLE THOMAS HENRY WILLIAM PELLAM C.B.
ASSISTANT SECRETARY TO THE BOARD OF TRADE
in the presence of:- Harry Mayhew, Board of Trade.

The Common Seal of THE URBAN DISTRICT COUNCIL OF KINGSTOWN hereunto affixed in the presence of:-
Town Clerk, Alfred Manning, Chairman.

PURSUANT to the covenant contained in the within Lease dated the 23rd day of July one thousand nine hundred and ten made between the Kings Most Excellent Majesty of the First Part the Board of Trade of the Second Part and the Urban District Council Kingstown of the Third Part, the Minister for Industry and Commerce as successor in title of the Board of Trade by virtue of the provisions of

the Ministers and Secretaries Act, 1924 hereby consents to the Corporation of Dun Laoghaire (as successor in title to the within named Urban District Council of Kingstown) laying in the premises demised by the within Lease a main sewerage pipe to form part of the new sewerage system being laid by the said Corporation in the Borough of Dun Laoghaire subject to the Conditions following:-

1. The said Corporation of Dun Laoghaire hereby covenants with the Minister to take all necessary steps to the satisfaction of the Minister to prevent the discharge of sewage through the said pipe creating a nuisance and shall indemnify and keep indemnified the Minister against all actions, claims, damages, costs and expenses arising in any manner whatsoever in connection with the laying and maintenance of the said pipe or the user thereof.

IN WITNESS WHEREOF the Minister and the Corporation have caused their respective seals to be hereunto affixed this 21st day of November one thousand nine hundred and fifty seven.

PRESENT when the official seal of the MINISTER FOR INDUSTRY AND COMMERCE was affixed hereto and was authorised by the signature of T. J. Beare, Department of Industry and Commerce and

PRESENT when the Corporate Seal of DUN LAOGHAIRE CORPORATION was affixed hereto: Noram J. Judd, Chairman, George McIntyre, Clerk.

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