

On Front

Dated 28th day of August 1807

The Right Honorable Lord John Townshend

To

William Hale

Lease of a messuage or tenement built on the waste at the foot of Balls Hill for 21 years at the rent of a Pepper Corn with Covenant to renew

The main text reads:

Indenture made the twenty eighth day of August in the year of our Lord One thousand eight hundred and seven BETWEEN the Right Honorable Lord John Townshend of Balls in the County of Hertford of the one part and William Hale of the Parish of Saint John Hertford in the said County Gardener of the other part WITNESSETH that the said Lord John Townshend by virtue of a power to him given and reserved in and by the last Will and Testament of the Right Honorable Audrey Lady Townshend for and in consideration of the Rents and Covenants hereinafter reserved and contained on the part and behalf of the said William Hale his Executors Administrators and Assigns to be paid done and performed hath demised leased and to farm let and by these Presents doth demise lease and to farm let unto the said William Hale his Executors Administrators and Assigns ALL that Messuage or Tenement lately erected and built by him the said William Hale on a piece of waste ground situate and being at the bottom of Balls Hill adjoining the Turnpike Road there in the said Parish of Saint John Hertford together with the Ground or scite(?) whereon the same Messuage or Tenement is erected and built and all other Erections Buildings and Premises thereto belonging within the fence now made by him the said William Hale and in his own occupation To have and to hold the said Messuage or Tenement and all and singular other Erections and premises hereby demised or intended so to be with their appurtenances(?) unto the said William Hale his Executors Administrators and Assigns from the twenty ninth day of September next ensuring the date hereof for and during and unto the full End and Term of Twenty One Years from thence next ensuring and fully to be complete and ended Yielding and Paning therefore yearly and every year during the Term hereby granted the Rent of a Pepper Corn if demanded, And the said William Hale for himself his Executors Administrators and Assigns doth covenant promise and agree to and with the said Lord John Townshend his Heirs and Assigns by these Presents in the manner following, that is to say, That he the said William Hale his Executors Administrators or Assigns shall and will well and truly pay or cause to be paid the Land Tax Property Tax and all other Taxes Rates Assessments and Impositions whatsoever Parliamentary or Parochial which now are or shall or may at any time or times hereafter during the continuance of the said Terms hereby granted be rated taxed charged assessed or imposed on the said demised premises or any part thereof And shall and will save harmless and keep indemnified

the said Lord John Townshend his Heirs and Assigns of and from the payment thereof And also that he the said William Hale his Executors Administrators or Assigns shall not nor will during the term hereby granted use exercise or carry on any Trade Business or Employment of permit or suffer any person or persons to use exercise or carry on any Trade Business or Employment in or upon the said hereby demised premises or any part thereof which may be nauseous or offensive or give or become an Annoyance Prejudice or Disturbance to the said Lord John Townshend his Heirs or Assigns or any other Person or Persons travelling the Turnpike Road or Highways adjoining the said premises without the licence and consent of the said Lord John Townshend his Heirs or Assigns first had and obtained in Writing for that purpose And the said Lord John Townshend for himself his Heirs and Assigns doth hereby covenant promise and agree to and with the said William Hale his Executors Administrators and Assigns in the manner following (that is to say) That if the said Lord John Townshend shall happen to die at any time during the term hereby granted that then and in that case it shall and may be lawful to and for the said William Hale his Executors Administrators and Assigns or any other person or persons legally appointed by him or them to pull down the said Messuage or Tenement and other Erections Fences and Buildings already built or hereafter to be built by him the said William Hale and to take and carry away sell and dispose of the same to such person and persons and in such manner as he the said William Hale his Executors Administrators or Assigns shall think fit and proper for his and their sole use and benefit Provided always nevertheless and it is hereby agreed by and between the said parties hereto that in case the person or persons who shall be intitled to the ground or soil whereon the said Messuage or Tenement and Buildings now stand after the decease of the said Lord John Townshend shall be desirous to become the Purchaser of the said Messuage or Tenement and Buildings and shall signify the same in writing to the said William Hale his Executors Administrators or Assigns then in such case he the said William Hale for himself his Executors Administrators and Assigns doth hereby covenant and agree with the said Lord John Townshend his Heirs and Assigns to give such person or persons the offer of becoming the Purchaser thereof at such price as two other Persons indifferently chosen by the said William Hale and such person or persons so intitled as aforesaid shall value and appraise the same at and in the case those two persons so chosen as aforesaid shall not agree in their valuation and appraisement then at such price as a third person shall value and appraise the same at, which third person shall be chosen by the two persons so disagreeing as aforesaid And further that he the said Lord John Townshend in case he and the said William Hale shall be both living at the expiration of the said term hereby granted shall and will at the request costs and charges of the said William Hale grant another lease of the aforesaid premises to him the said William Hale his Executors Administrators or Assigns for the further term of twenty one years to commence from the expiration of the term hereby granted at and under the same yearly rent and containing thereof the like covenants provisions and agreements as are in these presents contained But in case the said William Hale should not be minded or desirous to renew the term hereby granted or in case the same should be renewed then and in either of the said cases it is hereby agreed between the said parties that it shall and may be lawful for him the said William Hale his Executors Administrators or Assigns to remove and carry away the said Messuage or Tenement and Buildings and convert the same to his and their own use and benefit at the expiration of the said term hereby granted or the said renewed term or at any other time he or they shall think proper previous to the expiration of such term or terms and also to assign this

present Indenture of Lease to any person or persons for all or any part of the term hereby granted for securing any sum or sums of Money he the said William Hale may borrow for the purpose of enabling him to build the said Messuage or Tenement Outhouses and premises hereby demised any thing herein contained to the contrary thereof in anywise notwithstanding And lastly that he the said William Hale his Executors Administrators or Assigns performing fulfilling and keeping all and every covenants provisoes and agreements hereinbefore mentioned and contained on his and their parts and behalfts to be performed fulfilled and kept shall and lawfully may peaceably and quietly have hold occupy possess and enjoy the said Messuage or Tenement Erections Buildings and Premises hereby demised and every part thereof for and during the said term of twenty one years hereby granted without any suit trouble denial or interruption whatsoever of or by him the said Lord John Townshend or any other person or persons lawfully claiming or to claim by from or under him In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signatures and seals of John Townshend and William Hale

On reverse

Sealed and delivered (being first duly stamped) in the presence of

Henry Alington of Hertford.