

Dated 18<sup>th</sup> day of November 1828

The Right Honorable Lord John Townshend

To

Elizabeth Hale and John Troop

Lease of a Messuage Gardens and Premises at the foot of Balls Hill for 21 years at the yearly rent of four pounds payable quarterly.

**This Indenture** made the Eighteenth day of November in the year of our Lord One thousand eight hundred and twenty eight **Between The Right Honorable Lord John Townshend** of Balls in the County of Hertford of the one part and **Elizabeth Hale** of the Parish of Saint John in the said County Widow and **John Troop** of Baldock in the same County Gardener (the Executrix and Executor named in the last Will and Testament of William Hale deceased) of the other part **Whereas** by a certain Indenture of Lease bearing date the twenty eighth day of August One thousand eight hundred and seven made between the said Lord John Townshend of the one part and the said William Hale deceased of the other part, the said Lord John Townshend in Consideration of the rent and Covenants therein contained on the part of the said William Hale his Executors Administrators and Assigns to be paid done and performed did demise unto the said William Hale his Executors Administrators and Assigns The Messuage or Tenement and Premises therein and hereinafter described To hold the same from the twenty ninth day of September then next ensuring for the term of twenty one years ay the yearly rent of a Pepper Corn and it was thereby covenanted and agreed between the said parties thereto (amongst other Covenants that the said Lord John Townshend in case he and the said William Hale should be both living at the expiration of the term thereby granted) should and would at the request costs and charges of the said William Hale grant another Lease of the said premises to him the said William Hale his Executors Administrators or Assigns for a further term of twenty one years to commence from the expiration of the said term granted by the now writing(?) Indenture of Lease at and under the same yearly Rent and containing therein the like Covenants Provisions and Agreements as are in the said Lease contained **And whereas** the said Term of Twenty one years granted by the said recited Indenture of Lease terminated on the twenty ninth day of September last and the said William Hale the lessee shortly afterwards departed this Life leaving the said Elizabeth Hale and John Troop his Executrix and Executor him surviving who have applied to the said Lord John Townshend to grant them a further lease of the said premises in pursuance of the said Covenant contained in the said hereinbefore recited Indenture to which he the said Lord John Townshend hath consented and agreed **And whereas** the said Lord John Townshend hath also agreed to demise and let unto the said Elizabeth Hale and John Troop a small piece of inclosed Garden Ground situate on the south side and adjoining to the said Messuage or Tenement to be included and considered as part and parcel of the premises hereby demised but at the yearly rent of four pounds payable in monies hereinafter mentioned **Now this Indenture Witnesseth** that the

said Lord John Townshend in pursuance of his covenant contained in the said recited Indenture of Lease and for and in consideration of the rents(?) and Covenants hereinafter reserved(?) and contained on the part and behalf of the said Elizabeth Hale and John Troop their Executors Administrators and Assigns to be paid done and performed **Hath** demised and leased and by these presents **Doth** demise and lease unto the said Elizabeth Hale and John Troop their Executors Administrators and Assigns **All** that Messuage or Tenement some time since erected and built by the said William Hale deceased 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 S<sup>t</sup> John together with the Ground or xxxx whereen(?) the same messuage or Tenement is erected and built Also the Garden adjoining thereto on the north side thereof enclosed by an open pale fence being the being the same premises as are mentioned and comprised in the said recited Indenture of Lease **Also** one other piece of Garden Ground abutting south and adjoining said Messuage or Tenement surrounded by a pale fence being the piece of Gardens Ground not included in the said recited Indenture of Lease All which said premises were late in the occupation of the said William Hale deceased and now of said Elizabeth Hale his widow **To have and to hold** the said Messuage or Tenement Gardens and premises hereby demised or intended so to be seith(?) there appointenanees(?) unto the said Elizabeth Hale and John Troop and the survivor of them and the Executors Administrators and Assigns of such Survivor from the twenty ninth day of September last for during and unto the full and end term of **Twenty one years** from thence next ensuring and fully to be complete and ended **Yielding and Paying** therefore yearly and every year during the said term hereby granted unto the said Lord John Townshend and to the person or persons to whom the next immediate reversion(?) or remainder of the said demised premised shall after the decease of the said Lord John Townshend belong or appertain(?) for and respect of the said Messuage or Tenement and Garden on the north the yearly Rent of a Pepper Corn only and for and in respect of the said Garden on the south the yearly Rent of **Four Pounds** of lawful money of Great Britain payable quarterly viz On the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year the first payment thereof to be made on the twenty fifth day of December next ensuing the date hereof **And** the said Elizabeth Hale and John Troop for themselves respectively and for their respective Executors Administrators and Assigns do and each of them doth covenant promise an agree to and with the said Lord John Townshend and the person or persons in remainder as aforesaid by these Resents(?) in manner following that is to say) That they the said Elizabeth Hale and John Troop and the survivor of them and the Executors Administrators and Assigns of each survivor shall and will well and truly pay or cause to be paid unto the said Lord John Townshend and to the person or persons aforesaid the said yearly Rent of four pounds at the times and in the manner hereinbefore mentioned and will also pay the Land Tax and all other Taxes and Impositions whatsoever parliamentary or parochial which now are or shall at any time hereafter during the said term be rated charged or imposed on the said premises and shall and will save(?) harmless the said Lord John Townshend and the person and persons in remainder as aforesaid from the from the payment thereof **And also** that they the said Elizabeth Hale and John Troop and the survivor of them and the Executors Administrators and assigns of each survivor will not at any time during the term hereby granted use exercise or carry on any Trade Business or Employment or

permit any person or persons to exercise or carry on any Trade Business or Employment in or upon the said premises or any part thereof which may be offensive or become a nuisance or annoyance to the said Lord John Townshend or the person or persons aforesaid **Provided always** and those present are upon this condition that if the said yearly rent of four pounds or part thereof shall be behind or unpaid by the space of twenty one days next after any of the said days of payment whereon the same ought to be paid as aforesaid i.e. (?) if the said Elizabeth Hale and John Troop or either of them their or either of their Executors Administrators or Assigns shall not well and truly observe perform fulfil and keep all and every the covenants provisions and Agreements herein contained that then and in any of the said cases this present Indenture of Lease and the term hereby granted shall be null and void and it shall and may be lawful for the said Lord John Townshend and the other person or persons aforesaid into the said demised premises or any part thereof in the name of the whole wholly to reenter as in his and their former xxxxx and the said Elizabeth Hale and John Troop and her and his Executors Administrators and Assigns and all other occupiers thereof utterly to expel and amove Indenture or any thing herein contained to the contrary thereof in anywise notwithstanding **And** the said Lord John Townshend for himself and for the person and persons in remainder as aforesaid doth hereby covenant promise and agree to and with the said Elizabeth Hale and John Troop and the survivor of them and the Executors Administrators and Assigns of such survivor in manner following that is to say that it shall and my be lawful to and for the said Elizabeth Hale and john Troop and the survivor of them and the Executors Administrators and Assigns of such survivor at the end or other sooner determination of this demise to pull down the said Messuage or Tenement and Fences now standing or being on the said premises and also all or any Erections Fences or Buildings which shall or may hereafter during the said term be erected and built thereon by them and to take and carry away sell and dispose of the same to such person and persons and in such manner as they the said Elizabeth Hale and John Troop or the survivor of them or the Executors Administrators or Assigns of such Survivor shall think fit and proper subject nevertheless to the Proviso hereinafter mentioned, that is to say, **Provided always** and it is hereby agreed that in case the person or persons who shall be intituled to the Ground or Soil whereon the said Messuage or Tenement now stands after the decease of the said Lord John Townshend shall be desirous to become the purchaser of the said Messuage or Tenement Fences and Erections which shall be in upon and about the said premises hereby demised at the end or other sooner determination of this demise and shall signify the same in writing to them the said Elizabeth Hale and John Troop or either of them their or either of their Executors Administrators or Assigns then and in such case they the said Elizabeth Hale and John Troop or the survivor of them of the Executors Administrators and Assigns of such survivors shall and will give to such person or persons as aforesaid the offer of becoming the purchaser or purchasers thereof at such price as two persons indifferently chosen by them the said Elizabeth Hale and John Troop or the survivor of them or the Executors Administrators or Assigns or such Survivors and such person or persons in remainder as aforesaid shall value and appraise the same which shall be final and conclusive **And lastly** it is hereby agreed that they the said Elizabeth Hale and John Troop and the survivor of them and the Executors Administrators and Assigns of such survivor performing fulfilling and keeping all and every the covenants provisos and agreements hereinbefore contained on his her and their

parts and behalves to be performed fulfilled and kept shall and lawfully may peaceably and quietly have hold occupy possess and enjoy the said premises hereby demised and every part thereof for and during the said term of twenty one years without any denial or interruption whatsoever by him the said Lord John Townshend or the person or persons in remainder to aforesaid or any other person or persons lawfully claiming under him them or any of them **In Witness** whereof the said parties to these presents have hereunto set their Hands and seals the day and year first above written.

John Townshend

Elizabeth Hale

John Troup