

Dated 1956.

COPY

Mrs. A.V. McLachlan

and

Mr. D.J. Ball.



Agreement for Tenancy
of Peel Farm, Peel Common, Fareham,
Hants.

Richd. Austin & Wyatt,
Fareham,
Hants.

MEMORANDUM of AGREEMENT made the day of
195 BETWEEN Alexandra Violet McLachlan of Rose
Cottage, Chark Common, Lee-on-the-Solent, Hants, Widow
(hereinafter called the Landlord which expression where the
context admits shall include her successors in title) of the
one part AND Derek John Ball by his Guardian Hilda Violet
Lilian Ball of Wrales, Park Road, Fitchfield, Hants, Widow
(hereinafter called the Tenant which expression where the
context admits shall include the persons claiming title
under him) of the other part WHEREBY IT IS AGREED:

1. The Landlord lets and the Tenant takes all that
Ground Floor Flat, Buildings and 17.422 acres of land as
set out in the First Schedule hereto together with 18.448
acres of land as set out in the Second Schedule and delineated
on the plan annexed hereto and thereon coloured pink as to the
Flat, Buildings and 17.422 acres of land from the 1st. day of
May 1956 to the 29th. September and as to the balance of
18.448 acres of land from the 29th. September 1956 and
thenceforth from year to year determinable on the 29th.
September in any subsequent year by either party by one
year's notice in writing which may be served by being sent
by registered post to the last known address in England of
the party to whom it is given AT the yearly rent of £90 from

the 1st. May 1956 to the 29th. September 1956 and thereafter at the yearly rent of £150 payable quarterly in arrear, the first payment to be made on the 24th. June 1956.

2. The Landlord reserves:

(a) All timber, timberlike trees, mines, minerals, gravel, sand and clay.

(b) The right for ~~herself~~ ^{herself} and any person authorised by her ^{stat.} to inspect at all reasonable times during the hours of daylight.

3. The Tenant shall pay the rent in the manner provided and shall pay all usual tenant's rates and taxes.

4. The Tenant shall keep and leave the flat, farm buildings, gates, post and rail and post and wire fences, culverts and drains in tenantable repair (due regard being had to the state of the buildings as set out in the record of condition attached hereto the Landlord finding all necessary materials therefor at her own cost.

5. The Tenant shall keep and leave the hedges and ditches in tenantable repair, shall once in every year and particularly in the last three months of the tenancy properly trim the hedges and trim out the ditches and shall as often as may be necessary clean out the ditches.

6. The Tenant shall manage and cultivate the land in a proper and husbandlike manner and keep and leave it clean and in good heart and condition and as long as it shall be in pasture shall regularly graze and mow it and keep down all bushes, rushes and spread all molehills.
7. The Tenant shall not allow any camping on the land or any caravan or hut to stand thereon.
8. At the commencement of the tenancy the Tenant shall take to and pay for by valuation to be made in the customary manner the hay at market price, straw at consuming price the dung being left free, for tillages, labour, seed and artificial manures on the roots, for tillage, labour, seed to young seeds and for such other matters and things which normally pass between Landlord and Incoming Tenant, and as at 29th. September 1956 take to and pay to the Outgoing Tenant of O. S. Nos. 93 and 94 all matters of tenantry then arising, being allowed any sum recovered from the tenant for dilapidations.
9. At the termination of the tenancy the tenant having duly paid and discharged rent shall be paid by the landlord by valuation to be made in the customary manner for hay produced on the holding in the last year of the tenancy at

market price, for straw produced on the holding in the last year of the tenancy at consuming price, the dung being left free, for tillages, labour, seed and artificial manure on the roots, for tillage, labour and seed to young seeds and for labour to dung and for all such other matters and things which normally pass between Landlord and Tenant, the Landlord deducting from such sums as is proved to be due the cost of remedying dilapidations arising from the failure of the Tenant to properly and at due time carry out the provisions of this tenancy agreement.

10. The Tenant shall peaceably occupy the flat in such a manner as not to cause a nuisance to the Landlord or her tenants occupying other parts of the house and shall keep the garden tidy and well cultivated in due season and shall not without the consent of the Landlord cut down or otherwise destroy any fruit or other trees.

11. The Tenant shall not break up and convert it into tillage any of the land scheduled as pasture without the consent in writing of the Landlord previously obtained and if he shall do so he shall at the end of the tenancy at his own cost and without compensation in all respects seed and restore the land to permanent pasture unless specifically instructed not so to do.

12. If there shall be any breach on the part of the Tenant of any of the foregoing covenants or if the rent shall be in arrear for fourteen days whether demanded or not or if the Tenant shall become bankrupt, make an assignment for the benefit of his creditors, execute a bill of sale or desert the holding it shall be lawful for the Landlord to re-enter on the land and take possession thereof.

13. The costs of the agreement including the stamping thereof amounting to £5. 2. 0 shall be paid to Richard Austin & Wyatt by the parties in equal moieties.

As witness the hands of the parties.

Witness to the signature of the)
said Alexandra Violet Molachlan)
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Witness to the signature of the)
said Derek John Ball)
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Witness to the signature of the)
said Hilda Violet Lilian Ball)
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First Schedule.

<u>No. on Plan</u>	<u>Description</u>	<u>Area</u>
95b	Pasture	1.352
95a	Do.	1.422
Pt. 91	Arable (say)	2.189
Pt. 91	Pasture (say)	6.500
92	Pasture	4.959
Pt. 90	Flat, Buildings and Garden (say)	1.000
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		A 17.422
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Second Schedule.

93	Arable	10.404
94	Do.	<u>8.044</u>
		A 18.448
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35.870