

Badsey Estate.

Agreement

with

Henry Stelland  
for the Renting of

Orchard & Paddock  
The Property of

Matilda Osborne Wingfield  
and  
John Suter Wingfield.

Memorandum of Agreement made the..... day of

1909 Between *Matilda Osborne Wingfield,*

*Widow & John Lutin Wingfield, Gentleman, both of 125  
Osbaldeston Road, Stamford Hill, London.*

hereinafter called the Landlords of the one part, and *Henry Melland,  
Market Gardens of Badsey* - in the County of *Norchester*  
hereinafter called the Tenant of the other part, as follows:—

The Landlords ~~have~~ agreed to let to the Tenant, who hath agreed  
to take the pieces or parcels of Pasture Land, <sup>*Orchard*</sup>  
situate at *Badsey* - in the County of *Norchester*  
and more particularly described in the Schedule hereto annexed, from the  
*25<sup>th</sup>* day of *March* - 1909 for one year, <sup>*only*</sup> ~~and so~~  
~~on from year to year as a yearly Tenant at and under the yearly rent of~~  
*at the rent of Twenty pounds* -

The said yearly rent shall be paid by the Tenant to the Landlords  
by <sup>*four*</sup> ~~two~~ equal <sup>*Quarterly*</sup> ~~Half-yearly~~ Payments, on the <sup>*24<sup>th</sup>*</sup> ~~25<sup>th</sup>~~ day of <sup>*June*</sup> ~~March~~ and the 29th  
day of September ~~in every year, the first of such~~ <sup>*Quarterly*</sup> ~~Half-yearly~~ payments to be  
made on the *24<sup>th</sup>* day of *June* 1909  
*(including Land Tax)*

That the Tenant shall pay all Rates, Taxes, and Impositions, what-  
soever, which now are, or may be charged or assessed on the land or premises  
or any part thereof, except ~~Land Tax~~, Chief Rents, Landlord's Property Tax,  
and Tithes (if any).

<sup>*"fairly" graze*</sup>  
That the Tenant shall ~~manage~~ the land taken by him ~~in the most~~  
~~approved manner adopted for the management of similar Land in the neighbour-~~  
~~hood, that the Tenant shall pay to the Landlord a Yearly Rent of £50 for~~  
~~every acre which he, the Tenant, shall plough, break up, or otherwise convert~~  
~~into tillage, and of £10 for each acre of land which shall be mown twice in any~~  
~~one year, or any two years in succession, without the consent in writing of the~~  
~~Landlord or his Agent be first obtained,~~  
~~and shall not mow or break up any portion of same~~  
~~under a penalty of £50 for each acre so broken up or mown.~~

The Landlord reserves all trees, and saplings, mines, minerals, and  
quarries, with full powers to fall, work, dig, raise, search for, and carry away  
the same, doing as little damage as possible. The Tenant shall not cut or  
lop any trees or sapling (~~except Withies which may be lopped once in every~~  
~~seven years~~) but will take all reasonable means to preserve from injury the  
trees and saplings growing on the said land.

~~The Landlord reserves for himself all the game which shall be at~~  
~~any time on the said land, with the exclusive right for himself and his friends~~  
~~of sporting over the said land, and the Tenant shall not shoot or sport over~~  
~~the same, or destroy the Game thereon.~~

The Tenant shall not grub up any fence, without the consent of  
the Landlord or his Agent in writing be first obtained, but he shall keep all  
fences and ditches in good order, the Landlord providing materials in the rough.

All Thistles, Nettles, Docks, and other Noxious Weeds, shall be cut  
so as to prevent them going to seed, and all ant heaps shall be levelled by the Tenant.

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The Tenant shall not, nor will underlet, assign or otherwise part with the possession of the said land or any part thereof to any person or persons whomsoever, for any period whatsoever, without the consent in writing of the Landlords or his Agent be first obtained.

The Landlords and ~~this~~ Agent and Workmen shall be at liberty at any time or times to enter on the said land to see to the state and condition thereof, and the Tenant shall forthwith after Notice, repair and amend any wants of reparation or amendment, or do any other act which the Landlords may on any or every such inspection think necessary to be done for the proper management and cultivation of the land.

That if the Tenant shall neglect, or fail to abide by, observe, and perform the stipulations hereinbefore contained, and on his part to be observed and performed, or any or either of them, or if the Tenant shall become bankrupt, or compound with his creditors, or if his property and effects shall be assigned to any person, either by his own act or by the act of the law, or if his rent shall be in arrear and unpaid for the space of ~~three~~ <sup>one</sup> calendar months after either of the said ~~half-yearly~~ <sup>quarterly</sup> days of payment thereof, then and in either of the aforesaid cases the tenancy so agreed upon as aforesaid shall absolutely cease and determine, saving all remedies to the Landlords for breach of this agreement, (which he would have had in case the tenancy had continued), and the Landlords shall be at liberty to re-enter on the premises, and all occupiers thereof to expel and remove.

*March 1910* The said tenancy shall ~~and may~~ be determined on the ~~20th~~ <sup>25<sup>th</sup></sup> day of September ~~in any year by the usual twelve calendar months previous notice by either party~~ *without any notice to quit being necessary*

As Witness the hands of the parties.

*Witness to the signature of  
the said Matilda Osborne  
Kingfield*

*Witness to the signature of  
the said John <sup>Walter</sup> Kingfield*

*Witness to the signature  
of the said Henry Belland*

X

✓ All the trees are to be washed once during the tenancy with a preparation of lime &c. at the tenant's expense.

✓ All the trees are to be dug round at the tenant's expense at least once during the tenancy in the manner in which they have already been done.

✓ Whatever pruning may be done during the tenancy will be at the discretion and the expense of the landlords.

✓ All new trees are to be planted at the discretion and the expense of the landlords but any old trees which the tenant and the landlords may consider should not be retained, may be removed by the tenant but not until he has received the consent of the landlords in writing. The timber will remain the property of the landlords.

No. ON PLAN.	DESCRIPTION.	STATE OF CULTIVATION	QUANTITY.		
			A.	R.	P.
122	Orchard (exclusive of land reserved for a Tennis Court by the Landlord) (about)	Pasture Orchard	4	"	"
123	Paddock (about)	do		1	"
			<hr/>		
			4	1	"
			<hr/>		