

Lease of Todham and Lodsworth Farms for seven years from Michaelmas 1864
Mr Mullens Dennett to Mr Edward Thomas Brown. Blagdon & Upton, Petworth.

THIS INVENTURE made the seventh day of January one thousand eight hundred and sixty five BETWEEN MULLENS DENNETT of Lodsworth in the County of Sussex Yeoman of the one part and EDWARD THOMAS BROWN of Buddington in the parish of Bignor in the said County Farmer of the other part WITNESSETH that in consideration of the rents covenants and agreements hereinafter reserved and contained and on the part and behalf of the said Edward Thomas Brown his executors administrators and assigns to be paid observed and performed.

He the said Mullens Dennett DOTH by these presents demise lease and to farm let unto the said Edward Thomas Brown his executors administrators and assigns ALL that and those the Messuage or Farmhouse Barns Stable and other Agricultural Buildings Garden Yards Orchards Fields pieces or parcels of Land and hereditaments called or known by the name of Todham Farm or howsoever otherwise called or known situate in the parish of Easebourne in the said County which are mentioned and particularly described and set forth in the first Schedule hereunder written

And also All that Cottage or Tenement (part of a Cottage in two tenements) with the Garden and appurtenances now used therewith abutting and adjoining to Todham Farm and now in the occupation of Robert Dabbs

And also All that on those Farm or Farms situate in the parish of Lodsworth aforesaid which comprise the several fields pieces or parcels of land and hereditaments mentioned and particularly described and set forth in the second schedule hereunder written

And also the Barns Stables and othe Agricultural buildings and Yards to the same last mentioned Farm or Farms lands and hereditaments belonging and now used therewith

Together with all rights of Common and other rights belonging and appurtenant to the said several Farms Lands and premises and of every part and parcel thereof (Except and always reserved unto the said Mullens Dennett his heirs and assigns all the timber and trees and all mines of Iron and Ore and all Quarries of Stone now standing growing lying or being or to stand grow lie or be in or upon the said demised premises or any part thereof

And also except all Game Snipes Woodcocks Wildfowl and (subject to the Proviso hereinafter contained) Rabbits upon the said demised premises and (subject to the said proviso) the fee and exclusive right and liberty for the said Mullens Dennett his heirs and assigns and his and their friends companions keepers and servants of hunting shooting taking and preserving the said Game Snipes Woodcocks Wildfowl and Rabbits and of fishing on the said demised premises

Together with full and free liberty of ingress egress and regress to and for the said Mullens Dennett his heirs and assigns and his and their Agents and Workmen in and upon the said demised premises and every or any part thereof with or without horses carts and carriages working tools and other implements whatsoever to set out mark fell cut cord coal dig sawpits draw together carry away and convert the said timber and trees or any of them and the bark and other produce thereof and to view and examine the state of the repairs and the cultivation and ordering of the said premises)

To have and to hold the said Messuage or Farmhouse Barns Stable Buildings Farms Lands hereditaments and other the premises hereby demised or intended so to be (except and reserved as aforesaid) unto the said Edward Thomas Brown his executors administrators and assigns from the twenty ninth day of September now last past for during and unto the full end and term of seven years thence next ensuing at the yearly rent or sum of Two hundred and fifty pounds payable in equal portions half yearly on the twenty fifth day of March and the twenty ninth day of September in each year the first payment thereof to begin and be made on the twenty fifth day of March next ensuing the date hereof

And also subject to the payment unto the said Mullens Dennett his heirs and assigns in the proportions and on the days aforesaid of the additional yearly rent of Forty pounds for every acre and so in proportion for any less quantity than an acre of the Meadow or Pasture Land of the said demised premises which shall during the continuance of the said demise be ploughed pared broken up or converted into Tillage without the license or consent in writing of the said Mullens Dennett his heirs or assigns the first payment of the said additional rent to be made on such of the said days of payment as shall first happen after such sowing ploughing paring breaking up or converting into Tillage as aforesaid and to continue payable during the continuance of this demise

And the said Edward Thomas Brown for himself his heirs executors and administrators doth covenant and agree with the said Mullens Dennett his heirs and assigns by these presents in manner following (that is to say)

That he the said Edward Thomas Brown his executors and administrators will well and truly pay or cause to be paid unto the said Mullens Dennett his heirs and assigns the said yearly rent or sum of two hundred and fifty pounds and also the said additional rent if any) as the same shall become due and payable according to the reservations hereinbefore

That he or they shall not nor will at any time during the continuance of this demise assign or underlet to any person or persons whomsoever the said demised premises or any part thereof the Cottage and Garden belonging thereto only excepted without the leave and consent in writing of the said Mullens Dennett his heirs or assigns for that purpose first had and obtained

That he and they will at his and their own proper costs and charges at all times during the continuance of this demise well and sufficiently support maintain uphold fence scour cleanse repair and keep in good and sufficient tenantable repair the said Messuage or Farmhouse and also the said Barns Stables and other buildings upon the said several hereditaments and premises hereby demised and the Walls fences and Windows thereof

And also the hedges ditches drains gales bars pools pales rails and other enclosures in by and with all proper and necessary reparations and amendments whatsoever being allowed naked round timber (but not on the stem) bricks stones tiles and lime on the said demised premises or within seven miles thereof the timber bricks stones tiles and lime to be fetched and carried by and at the expense of the said Edward Thomas Brown and to be used and employed in the repairs of the said demised premises but not elsewhere or otherwise

And that he and they will at the termination of this demise peaceably and quietly leave and yield up the said premises in such repair as aforesaid (damage by casual fire or extraordinary wind storm or tempest only excepted)

And that he and they shall and will during this demise bear pay and discharge the Commutation or Rent Charge in lieu of Tithes and all Taxes charges sales assessments and impositions whatsoever in respect of the said demised premises and every or any part thereof (Landtax quit rent and the Landlords Property Tax only excepted)

That he and they will not cut or suffer to be cut any of the rows or underwoods nor top or top any of the Pollard Trees at unreasonable times but in the Winter Season only between the twenty first day of October and the first day of March nor when the said rows and underwoods are under seven years growth and such Pollard Trees only as have been usually polled topped and topped

And will give notice in writing twenty one days at the least previous to cutting the Rows or Underwoods to the said Mullens Dennett his heirs and assigns and will do his and their best endeavours to succour and train up all Tillers and Trees left standing and preserve the same and the hedges rows and underwoods from injury by Cattle or otherwise

And will not fell grub up top top bough strip up or damage any Tree Tiller Sapling or Pollard growing on the said demised premises (except such Pollard Trees as have been usually polled topped and topped as aforesaid)

That he and they will use and consume on the said demised premises all the Roots and also all the hay straw fern haulin and other fodder that shall grow arise and be made thereon during the continuance of this demise and shall and will in good husbandlike manner carry and expend spread and bestow on the said demised premises all the dung soil compost and manure whatsoever yearly arising and to be made upon and from the said demised premises (except what shall arise and be made from the last two crops which he and they shall on quitting possession of the said premises leave without allowance in the yards or galerooms or some other convenient part of the said demised premises for the use of the Landlord or succeeding tenant or so much thereof as shall not in the last year be carried upon the Land to be left in Turnips of for Wheat as hereinafter mentioned)

That he and they will yearly and every year during the continuance of this demise spread and bestow in good husbandlike manner on some part of the Arable lands of the said demised premises Seven kilns and a half of the least of good and well burnt lime each kiln to contain Two hundred and forty bushels or in case the said Mullens Dennett his heirs or assigns shall consent thereto in writing but not otherwise in lieu of such Lime as much Artificial Manure as shall be equivalent thereto in money and in the last year shall and will lay and spread the Lime or Manure substituted for Lime on such part of the said Arable land as and when the said Mullens Dennett his heirs or assigns or his or their succeeding tenant or tenants shall direct

That he and they will not in any one year during this demise sow more than twenty two acres of the Arable Land of Todham Farm with Wheat nor more than five acres with Pulse nor more than seventeen acres of Lodsworth Farm with Wheat nor more than four acres thereof with Pulse nor will sow two straw Crops or any part of the Arable Lands of the said demised premises two following years in succession but will use cultivate and manage the said demised premises in good husbandlike manner according to a four lain system and in every other respect and instance not herein specified according to the custom of the Country and shall not nor will commit or permit any waste strip spoil or destruction thereon

That he and they shall and will in the last year of this demise leave twenty acres at the least of the Arable Land parcel of Todham Farm and sixteen acres at the least of the Arable Land parcel of Lodsworth Farm for a Wheat Lain and will leave upon the Todham Farm fifteen

acres and upon the Lodsworth Farm twelve acres of the land so to be left for a Wheat lain in Clover Ley and the remainder of the said Wheat lain in a Bean or Pea ... once ploughed for Wheat or in Clover Ley

That he and they will in such last year in good husbandlike manner leave twenty acres at the least further parcel of the Arable Land of Todham Farm and sixteen acres at the least further parcel of the Arable Land of Lodsworth Farm in a clear fallow for Turnips and will in proper manner and subject to the direction of the said Mullens Dennett his heirs or assigns or his or their succeeding Tenant prepare manure and sow or drill the same for and with season Turnips or other Roots and in proper manner and subject to such direction as aforesaid hoe the said Turnips or other Roots and leave the same for the use of the Landlord or succeeding Tenant

And also that he and they shall and will in such last year in good husbandlike manner sow proper Clover or Grass seeds with and amongst the lent or summer Corn sown on the said demised premises and harrow and roll in such seeds

And the said Mullens Dennett for himself his heirs executors administrators and assigns doth hereby covenant with the said Edward Thomas Brown his executors administrators and assigns in manner following that is to say that he and they will during the continuance of this demise from time to time within one month after request made such request being made at a seasonable time of the year find and provide sufficient naked round timber (but not on the stem) and also bricks stones and tiles and Lime (but no other materials) on the said demised premises or within seven miles thereof for repairing the same such materials to be fetched and carried by and at the expense of the said Edward Thomas Brown his executors administrators and assigns and to be used and employed in the repairs of the said premises and not elsewhere or otherwise

And that he the said Mullins Dennett his heirs executors or administrators shall and will prior to the twenty ninth day of September now next coming expend and lay out the sum of three hundred pounds in the enlargement of the Farmhouse at Todham with a view to render the same fit for habitation by the said Edward Thomas Brown his executors administrators or assigns by that time

Also that he and they will at the termination of this demise pay or allow unto the said Edward Thomas Brown his executors administrators or assigns upon his or their quitting possession of the said demised premises the following valuations but no others namely For all the hay straw and fodder that shall be left on the said premises for the use of the Landlord or succeeding Tenant at fodder price only for all the Underwoods and hedgerows standing and growing on the said premises down to the stem (allowance being made for the repair of the hedges that may want repair, for carrying out such Dung as shall be left in heaps or mixons, for sowing seeds with and amongst the lent and summer corn in the last year as aforesaid and for the Seed for one line harrowing (but not for rolling the same) for carrying out and spreading the lime which shall be carried out and spread on the said demised premises in the last year of this demise and for the Lime carried out and spread in such last year for ploughing the said two parcels of Land which may be left in Pea or Bean Exoh for a Wheat Season as aforesaid for ploughing preparing manuring and sowing the land to be left in Turnips or other Roots as aforesaid and for the Seed and for hoeing the said Turnips and Roots such valuations to be made by two indifferent persons one to be chosen by the said Mullens Dennett his heirs or assigns and the other by the said Edward Thomas Brown his executors administrators or assigns or if the two persons so chosen cannot agree by a third indifferent person to be chosen by them

Provided always and it is hereby agreed between the said parties that the said Edward Thomas Brown his executors administrators and assigns shall and lawfully may hold and enjoy the use of All the barns rickslands and galerooms upon the said demised premises for the purpose of housing stacking and threshing out his and their Corn and Grain and also of Todham Farmhouse and the Offices appurtenant thereto until the twenty fifth day of March next after the termination of this demise without paying any rent for the same and that he and they shall find and provide at fodder price unto the said Mullens Dennett his heirs or assigns or his or their succeeding Tenant sufficient clean Wheat Straw for tiller for his and their Horses and Cattle during such time and that the said Edward Thomas Brown his executors administrators and assigns shall leave the said Barns and also the said Farmhouse and Offices well and sufficiently repaired and the Dung then in the Yards without any payment or allowance for the same

Provided also that during the continuance of this demise if the said Edward Thomas Brown his executors or administrators shall make breach or default in any of the payments covenants and agreements on his part hereinbefore contained or if he shall become or be declared Bankrupt or shall become Insolvent or shall make any Assignment or Bill of Sale of his effects for the benefit of any Creditor or Creditors or if any Writ or Process shall issue against him whereunder the stock and Crops or any part thereof being on the said premises would in case this proviso did not exist be liable to be seized by the Sheriff or any other person then immediately on any or either of the said cases happening this Indenture and the tenancy hereby created shall cease and determine and the said Mullens Dennett his heirs or assigns may thenceforth immediately thereupon or at any time thereafter reenter upon the whole of the said premises without notice or making any allowance whatsoever

Provided lastly and it is hereby expressly declared and agreed by and between the said parties hereto that it shall be lawful for the said Edward Thomas Brown his executors administrators and assigns during the months of February and March in each year of this demise to kill and take for his and their own use the Rabbits and Hares upon the said Farms Lands and Premises hereby respectively demised

And further that in case the crops which shall grow and arise during this demise upon either of the said two several Farms hereby respectively demised shall be eaten or damaged by Rabbits or Hares and the said Edward Thomas Brown his executors administrators or assigns shall give to the said Mullens Dennett his heirs or assigns notice in writing requiring him and them to kill the Rabbits and Hares upon the said Farms or either of them

Then in case the said Mullens Dennett his heirs or assigns shall for the space of twenty one days after receipt of such notice neglect to kill the Hares and Rabbits accordingly a valuation of the damage which shall have been occasioned to the said Crops by Hares and Rabbits shall be made by two indifferent persons one to be chosen by the said Mullens Dennett his heirs or assigns and the other by the said Edward Thomas Brown his executors administrators or assigns of if the two persons so chosen cannot agree by a third indifferent person to be chosen by them and in case the valuation of such damage upon each or either of the said two farms shall exceed the sum of three pounds but not otherwise that the said Mullens Dennett his heirs or assigns shall forthwith pay to the said Edward Thomas Brown his executors administrators or assigns the amount of such valuation

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year abovewritten

The First Schedule above referred to
Todham Farm

Names of lands	State	Inmost Quantities		
		A	R	P
Todham Meadow with the Tow Path	Pasture	5	2	38
Todham Meadow with the Tow Path	Pasture	2	2	6
The Long Leg	Pasture		3	36
The Well Field	Arable	11	1	20
The Barn Field	Arable	9	0	4
Lucerne Field	Arable	3	1	14
The Great Field	Arable	18	0	7
The Fifteen acres	Arable	14	1	25
The Limekiln Field	Arable	7	0	15
The Six acres	Arable	6	1	35
The Upper Todham	Arable	8	1	33
The Lower Todham	Arable	8	3	36
The Round Leg	Pasture		2	3
Part of the Orchard (without Road)	Pasture		1	18
Part of the Orchard?	Pasture	1	0	6
The Paddock	Pasture	1	0	5
	Sub-Total	99	1	21
The Watercourses Numbers 1 and 2			2	3
	Total	99	3	24

The Second Schedule above referred to
Lodsworth Farm

	(Acres, Roods Perches)			Arable		
	A	R	P	A	R	P
Inner Caplins Field	3	3	27			
Outer Caplins Field	3	0	10			
Sheet Path & Wood Fields				31	0	2
Common Field				4	2	9
Collins Field Barn & Fold Yard				20	3	15
Collins Orchard	2	0	6			
Collins Meadow	1	3	38			
Percy's Field				9	3	34
Percy's Rough	0	0	35			
Sub-total	11	0	36	66	1	20
				11		36
Total				77	2	16

Signed sealed and delivered in the presence of Rd Blagden Solr Petworth.