

## Further Adventures

**A**fter Eva's death I started going away more as life was a bit lonely. My first trip was to see my sister Ruth in Leeds. I went by train, which is much easier than driving, and no more expensive, although it would have been except for the kindness of my neighbour David who took me to the station and my niece's husband Chris meeting me at the other end.

My next trip was to friends in Appendix i - Lease - A.C.Norman Esq. J.P. to A.G.Stone Esp. for Norheads Farm, Biggin Hill. Kent. Dated 20th February 1933. Term. 21 years from 29th Sept.1932. Rent. £169.0.0. p.a.<sup>1</sup>

This lease made the 20th day of February 1933 BETWEEN ARCHIBALD CAMERON NORMAN of the Rookery Bromley Common in the county of Kent Esquire (hereinafter called "the Landlord") of the one part and capital ALBERT GIBBONS STONE of Norheads farm in the parish of Cudham in the said County of Kent Farmer (hereinafter called "The tenant") of the other part WITNESSETH that in consideration of the rent hereinafter reserved and the covenants of the part of the Tenant hereinafter contained The Landlord hereby demises unto the tenant ALL THAT messuage or farmhouse Farm buildings stables cart sheds barns and cottages together with the several closest pieces or parcels of land belonging there to known as "Norheads Farm" situate in the Parish of Cudham in the County of Kent and containing together Four hundred and twenty two acres two roods and sixteen perches or thereabouts which said premises are more particularly described in the Schedule here too and I delineated and coloured green in the plan drawn on these presents. Except and reserved as hereinafter mentioned Together with the exclusive right of shooting and sporting over and taking game on the said premises TO HOLD the same unto the tenant from the Twenty ninth day of September One thousand nine hundred and thirty-two for and during the term of twenty-one years thence next ensuing (determinable nevertheless as hereinafter mentioned) YIELDING AND PAYING therefor for the yearly rend of ONE HUNDRED AND SIXTY NINE POUNDS (and so in proportion for any fractional part of a year) by equal half yearly payments on the Twenty fifth day of March and the Twenty ninth day of September in every year the first payment to be made on the Twenty fifth day of March One thousand nine

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<sup>1</sup> The lease has been transcribed as presented, thus includes all original punctuation (of which there is very little) and capitalisation.

hundred and thirty three AND ALSO Yielding and Paying the further yearly rent of FIFTY POUNDS per acre and so in proportion for any less quantity than an acre of meadow or pasture land which shall be broken up or converted into tillage without the consent of the Landlord contrary to the provision and that behalf hereinafter contained such further rent to be payable on the half yearly days aforesaid and the first payment thereof to become payable on the half yearly day for payment of rent next succeeding such breaking up or conversion into tillage and to continue payable throughout the said time.

1. THERE are excepted and reserved out of this demise to the Landlord

(1) All timber and timber like trees tellars pollards and saplings and the tops and boughs of the said trees quarries mines and all gravel stone chalk clay brick earth and sand in and upon the said land and liberty to the Landlord by himself his agents and servants and others authorised by him to enter into and upon the said land at all reasonable times for the purpose of marking felling cutting digging removing and carrying away any of the things excepted as aforesaid paying reasonable compensation to the tenant for all damage (if any) done thereby.

(2) The use in common with the Tenant and other persons authorised by the Landlord of all roads ways and paths in over and through the said demised premises.

(3) The right of retaking and resuming possession of any part or parts of the said lands hereby demised which the Landlord may from time to time during the set term require for the purpose of selling or letting for building purposes or for the purpose of opening digging or working mines pits and quarries thereon or for converting the said lands to any such uses the landlord making such allowance and giving such notice to the tenant as hereinafter provided.

2. THE Tenant hereby covenants with the landlord to pay the rent hereby reserved at the times and in manner aforesaid and also to observe all the provisions contained in these presents which are or ought to be observed and performed on his part (which provisions are hereinafter referred to as "the Tenant's covenants") And the Landlord hereby covenants with the Tenant to observe and perform all the provisions contained in these presents which are or ought to be observed and performed on the part of the Landlord And also that the Tenant paying the rent hereby reserved and observing and performing the tenant's covenants shall and may quietly hold and enjoy the premises hereby demised without any interruption from or by the Landlord or any person rightfully claiming from or under him.

3. THE Tenant shall pay (in addition to the rent hereby reserved) all rates taxes and assessments whatsoever which shall during the tenancy be payable in respect of the demised premises except the Landlord's property tax and the Tithe Rent Charge.

4. THE Tenant shall not assign or under let the premises hereby demised or any part thereof without the consent in writing of the landlord first obtained.

5. THE Tenant shall not during the said term erect any building or pull down or make any structural alterations in the messuage or Farmhouse Cottages and buildings now erected or in any buildings hereafter to be erected upon the said premises without the consent in writing of the landlord.

6. THE Tenant shall not remove or sell off the said lands any flints without the permission of the Landlord first obtained and for every load of flints removed or sold with such permission he shall pay Sixpence to the Landlord.

7. THE Tenant shall throughout the set term at his own expense (upon being allowed timber in the rough) well and sufficiently repair uphold support paint tile tar thatch pave scour cleanse empty amend and keep in good and tenantable repair and condition the said messuage or farmhouse stables barns cottages cart sheds and buildings and so leave the same at the end of the Tenancy The Tenant shall also from time to time and at the proper seasons well and sufficiently repair support amend empty scour cleanse and keep in good order and repair all walls posts piles rails gates bars stiles hedges ditches fences drains pipes and watercourses now being or which during the set term shall be upon the said premises and so leave the same at the end of the tenancy.

8. THE Tenant shall allow the Landlord his surveyors or agents with or without workmen or others at all seasonable times in the daytime to enter upon the premises hereby demised and every part thereof to examine the condition thereof and of the cultivation of the lands here by demised and of all defects decays and wants of reparation cultivation and amendment then found to give or leave notice upon the said premises for the Tenant to repair or amend the same within three calendar months next after such notice within which time the tenant shall repair and amend the same accordingly.

9. THE Tenant shall not fell lop or top or suffer to be felled lopped or topped any timber or other trees on the said land without the Landlord's consent but shall preserve all such trees from spoil or damage by cattle or otherwise He shall also at his own expense plant fence and protect all fruit trees supplied by the Landlord the Tenant shall not cut any underwood growing on the premises hereby demised of less than ten years' growth or more than twelve years' growth and previously to every cutting he shall give the Landlord fourteen days notice to enable the Landlord or his Agent to mark any young trees or tellers required to be left which the tenant shall nourish and preserve.

10. THE Tenant shall do his best to prevent new footpaths from being made over any of the said land or any waste from being enclosed on the footpath or roads passing through the said lands.

11. THE Tenant shall not mow any meadow or pasture land for hay more than once a year no later than usual and customary in the neighbourhood and shall well dress and manure all such parts of the said meadow or pasture land as shall have been mown two years in succession and shall not break up or convert into tillage any meadow or pasture land without the Landlord's written consent and if he shall do so he shall during the remainder of the tenancy pay the additional yearly rent of Fifty pounds hereinbefore reserved for every acre of land which shall be so broken up or converted into tillage and so in proportion for any less quantity than an acre such additional rent to be payable half yearly on the days aforesaid and to be recoverable by distress or otherwise The Tenant shall not take two white crops in succession and generally shall manage and cultivate the farm in a good and husbandlike manner and according to the best most approved system of husbandry in the district and so as not to impoverish any part thereof and shall leave the same at the end of the tenancy in good heart and condition.

12. THE Tenant shall consume and spend on the said farm and lands all the hay straw roots and green crops and fodder dung and manure produced and made thereon the dung and manure to be spread over the lands in a husband like manner except that he shall be at liberty to remove hay and straw turnips and green crops if for every ton of hay or straw turnips root and green crops so removed he shall bring and consume on the said farm and lands within three calendar months from the removal thereof at least three tons of good rotten dung or other manure of equal goodness and the Tenant shall whenever required by the Landlord from time to time render to him a true account of all hay straw turnips root and green crops so removed and the manure brought back respectively as aforesaid and he shall in the last year of the tenancy consume upon the said premises all the hay straw turnips root and green crops and leave all the dung produced there for the use of the Landlord or his incoming tenant being paid or allowed for the same at a spending price.

13. THE Tenant shall not during any one of the last five years of the term hereby granted plant more than one fifth part of the arable land with Wheat nor more than one fifth part thereof with barley or oats or other exhausting crop but shall have during each such year at least one fifth part of the arable land in old seeds and at least one fifth part in turnips or green crops and at least one fifth part in clover or sainfoin such seed turnips green crops clover and sainfoin to be respectively eaten off the land.

14. THE Tenant shall stack in the brickyards in the last year of the tenancy all the corn grain and hay produced on the said

premises the corn and grain to be there thrashed out and all the hay straw chaff stubble and fodder to be there consumed by cattle in a husband like manner and the dung manure compost or soil therein arising to be left on the premises for which purpose the Tenant shall have the use of such of the barns and yards as may be necessary until the first day of May next after the end of the tenancy And in the last year of the tenancy the Landlord or his incoming tenant shall be at liberty to enter upon the lands for a wheat season so soon as the crop for that year is cleared off in order to prepare the same for such season and may also sow seeds among the Lent or Summer corn which the Tenant shall harrow in. And the Tenant shall also leave for the Landlord or his incoming tenant all the hay straw and roots remaining unconsumed being paid or allowed for the same at a spending price.

15. The Landlord shall provide and allow to the Tenant sufficient timber in the rough bricks and tiles for all repairs which shall be required to be done by the Tenant under the covenants on the part of the Tenant hereinbefore obtained unless such repairs shall be rendered necessary by any wilful waste or neglect of the Tenant in which case the Tenant shall provide such timber at his own expense.

16. THE Landlord shall keep the Farmhouse and farm buildings and cottages insured against loss or damage by fire in a sum sufficient to cover the value thereof in the Sun Fire Insurance Office or other office if any selected by the Landlord and all moneys received under such insurance shall be forthwith applied in reinstating the premises in respect of which the same shall have been received.

17. THE Landlord all the incoming Tenant shall take the turnips and fallows at the end of the tenancy and shall pay the tenant for labour and seeds properly performed and expended upon such turnips and fallows.

18. AT the end of the tenancy the Landlord or the incoming Tenant shall allow to the Tenant for the following matters and things:-

(a) For the labour and seed properly performed and expended upon the turnips and fallows to be taken to by the Landlord or the incoming Tenant as before provided.

(b) For the proportionate value of such of the tillages and manurings done during the last two years of the tenancy as shall remain unexpended and for the benefit of the Landlord or the incoming Tenant and

(c) For the unconsumed hay straw and roots at a spending price.

19. IF any rent hereby reserved shall remain unpaid for the space of Twenty one days after the time here by appointed for payment thereof whether the same shall have been lawfully demanded or not or if there shall be any breach of any of the Tenant's covenants or if the Tenant shall become Bankrupt or compound or make an

arrangement with his creditors or do any act whereby this lease or his term and interest in the said premises shall become vested in any other person then and in any of the said cases the Landlord may re-enter into and upon the premises hereby demised or any part thereof in the name of the whole and the same have again repossess and enjoy as in his former estate.

20. AT the end of the tenancy an account shall be taken between the Landlord and Tenant as follows:-

FIRST. A Valuation shall be made of the several matters and things which are hereinbefore agreed to be paid or allowed for by the Landlord or his incoming Tenant and the amount of such valuation shall be debited to the Landlord SECONDLY The valuers shall determine whether any and (if so) what sum of money ought to be paid or allowed by the Tenant to the Landlord for any breach by the Tenant of the terms and conditions of the Tenancy or in respect of the condition in which he has left the farm and the same together with any arrears of rent or of trades and taxes which may be owing from the Tenant shall be debited to the Tenant THIRDLY The balance which upon such account shall appear due from one party to the other shall be forthwith paid with interest thereon until payment after the rate of Four pounds per cent per annum computed from the end of the tenancy.

21. EVERY Valuation under these presents shall be made by two indifferent persons one to be named by each party interested and in the case of their disagreement then by an umpire to be chosen by the valuers previously to entering upon the consideration of the matters referred to them The Valuers or their umpire shall have power to decide any question which may arise in the course of their valuation and in particular any questions as to what matters or things are proper subjects of valuation or allowance according to the true intent and meaning of these presents. Every reference to Valuers under these presents shall be deemed a reference to arbitration within the provisions and for the purposes of the Arbitration Act 1889.

22. THE Landlord shall be at liberty at any time during the said term to resume possession of any portion of the said premises for the purpose of letting or selling for building purposes or for opening digging and working mines pits or quarries or for converting any portion of the land hereby demised to such uses he first giving to the Tenant three calendar months' notice in writing of such his intention and making and allowing to the tenant a proportionate deduction from the said rent hereby reserved in respect of and giving him a fair compensation for the crops cultivation or manure upon so much and such portion of the land possession of which shall be required and such deduction and compensation in case of dispute shall be settled by a reference to 2 valuers or that umpire in the manner provided by the last proceeding clause.

IF the Tenant shall be desirous of determining this lease at the expiration of the seventh or fourteenth year of the said term and of such desire shall give to the Landlord or leave for the Landlord at his usual and last known place of abode in England twelve calendar months' previous notice in writing then on the expiration of such seven or fourteen years the tenancy hereby created shall determine but subject and without prejudice to the rights and remedies of the Landlord for or in respect of any rent then in arrears or any anteceded breach of any of the Tenant's covenants.

WHERE the context allows the expression "the Landlord" in these presents includes beside the said Archibald Cameron Norman the person or persons for the time being entitled to the reversion of the premises hereby demised expectant on the term hereby granted and the expression "the Tenant" in these presents includes besides the said Albert.G.Stone all persons deriving title under him.

IN WITNESS whereof the said parties to these presents have hereunto such their hands and seals the day and year first above written.



*The Queens Head, Green Street Green, around the time my Grandfather was there*

## **Appendix ii. The lease of 1896**

This lease of 1896 is very similar to that of the 1933 lease. It is the first lease between Archibald Cameron Norman and the Stone family. My grandfather was at the Queens Head, Green Street Green, at that time. There is an additional right of the tenant to shoot game from the 1st of January until the 30th March.