[\* Royal coat of arms with HONI SOIT QUI MAL Y PENSE inside the capital T]

T\*his Indenture made the

twenty eighth Day of November in

the third year of the Reign of our

Sovereign Lord King George the third

over Great Britain & so forth & in the

year of our Lord one thousand seven hundred & sixty three,

between John Chafy, Cleric, Vicar of Broad Chalk in the

County of Wilts of the one Part & Thomas Beckley, Yeoman,

of Swampton Tything in the Parish of Saint Mary Bourne

in the County of Hants, of the other Part, Witnesseth,

that the said John Chafy hath agreed & covenanted to demise

& to farm lett & doth by these Presents demise & to farm lett

to the said Thomas Beckley, his Executors & Administrators

for the Rent & Covenants herein after mention’d by the said

Thomas Beckley his Executors & Administrators to be paid

& perform’d, all that Farm or Estate commonly known by

the name of High Down, lying & being in the Parish of

Saint Mary Bourne aforesaid, & containing by Estimation about

sixty Acres of Land, for the Term of ten years, to commence

at Michaelmas last past, provided the said John Chafy shall

so long continue pofsefsed of the Vicarage of Broad Chalk.

The said Thomas Beckley for himself his Executors & Adminis=

=trators hath covenanted & promised to pay for the said demised

Estate to the said John Chafy his Executors & Administrators

the yearly Rent of Fifteen Pounds of lawful money of Great

Britain in Two Half yearly Payments, at Lady Day and Michael=

=mas, by even & equal Portions, during the said Term. The said

John Chafy hath agreed to pay the Land Tax only: all other

Taxes, Rates & Expenses whatsoever that the Estate may be liable

to is to be paid by the said Thomas Beckley. The Wood that is

now fit to be fell’d on the Estate, shall be cut down this present

Winter, & equally divided between the said John Chafy & Thomas

Beckley, & the Expence of cutting the Wood, & making a sufficient

Fence or Hedge afterwards, shall be equally shared by the two

Parties. Likewise if in the last year of the aforesaid Term

~~if~~ any of the Wood is fit to be cut & sold, without injuring

the Premises, it shall be again cut, & divided betwixt them & the expence of

cutting, & making the Hedge shar’d equally betwixt them in

the same manner as aforesaid. But no Wood shall on any

Pretence whatsoever be cut (excepting for the Purpose of keeping

The fences good) during the whole Term of Ten years, at any

Other Time but the Two before-mention’d Times, namely, this present

Winter, & the last year of the Term aforesaid. As there are at

this Time thirty three Acres of the Estate sow’d with Saint foin,

six Acres of which are nearly worn out, the said Thomas Beckley

may plough up the said six Acres whenever he pleases, but none of the

remaining twenty seven Acres of Saintfoin shall ever be plough’d up during

the whole Term of Ten years, without the Consent of the said John Chafy.

As to the other Part of the Estate, which is not at present plough’d up, the

said Thomas Beckley may husband it as he thinks proper. In the last year

of the aforesaid Term the said John Chafy shall have the Liberty to sow Grafs

or Saintfoin along with the said Thomas Beckley’s Seed Corn upon all or any

Part of the Estate, as he the said John Chafy shall see convenient. If it shall happen during the aforesaid Term of Ten years that the said John Chafy shall consent to

the ploughing up the aforesaid Twenty seven Acres of Saintfoin, now standing,

the said Thomas Beckley shall plough up the remaining Part of the Estate

consisting of about Twenty two Acres, or upwards, in a Farmerlike manner

& sow it with Saintfoin; but this must be done at least Three years before

The aforesaid Term of Ten years shall be expir’d, that the said Twenty two

Acres of Sainfoin may be in good Condition for the Use of the said John

Chafy when the said Thomas Beckley quits the Estate.

|  |
| --- |
| In Witnefs of the above written AgreementThe said Parties have set their Hands & SealsThe Day & Year above mention’d |

|  |  |
| --- | --- |
| Sign’d, sealed, & deliver’d(being first duly stamp’d) in the Presence of Thomas HarperElizabeth LawesAnn Chafy  | John Chafy [seal]Thomas Beckley [seal] |

[Transcribed from a photocopy of the original by John Burrough 7th December 2012]