

Memorandum of the Terms upon which Robert
Harcourt James Esquire agrees to let a Lease and Anthony
Hart Esquire agrees to take a Lease of the House Malthouse
Land and Premises at Hampton Wick in the County of Middlesex
now let to Mr William Scott of Kingston on a Lease which will
expire at Michaelmas next Mr James agrees to grant and
Mr Hart agrees to take a Lease of all the premises now comprised
in Mr Scott's Lease To Hold for twenty one years from Michaelmas
next at the clear yearly Rent of ninety pounds payable half
yearly the Tenant to pay Land Tax and all other taxes whatsoever
Mr Hart agrees within five years from the Date of this memorandum
to lay out and expend in substantial and lasting repairs alterations
and improvements of the Buildings on the premises and on the
fences round the yard and Garden the sum of Four Hundred
pounds and Mr Hart to produce to Mr James if required the
workmen's Bills and other Vouchers to ascertain the amount of
the money so to be laid out If any Question shall arise between
Mr James and Mr Hart respecting the sum laid out the matter
to be referred to two Surveyors one to be named by Mr James and
the other by Mr Hart if they Differ they are to be at Liberty to
appoint a third whose Determination shall be final but it is
expressly understood that papering and painting are to be considered
as substantial repairs Mr Hart to be at Liberty to vary the
present nature and situations of the buildings as he shall think fit
It being his intention to convert part of the Buildings which at
present are used for the malting into the Dwelling part of the
premises and to convert other parts of the present Buildings to the
use of the malting But if in making such variations or alterations
Mr Hart shall take down or pull down any part of the
present House or Buildings it is agreed that he shall in a
good and substantial manner erect build and finish some
other Erections and Buildings of the same size Quantity and
extent As to the Land Mr Hart to covenant that he will
not take more than two Crops of Corn successively and to spend
on the Land the Hay and Straw Muck Dung and manure.

which shall arise from the produce of the Land or in lieu of every
 load of Hay and Straw taken off to produce and lay on the Land
 at least three good cart Loads of Dung for every load of Hay and
 two cart Loads of Dung for every load of Straw taken off the premises
 Also the common and usual Tenants Covenants to keep the House
 Buildings and fences and the Gardens and all other the Demised
 premises in good repair and to keep and use the Land in a good
 and Husbandlike manner And it is expressly agreed that in the Lease
 Mr Hart is not to be restricted from assigning his Lease or underletting
 the premises or to any unusual Covenants that are not herein
 specified But it is agreed that there shall be inserted and contained
 in the Lease all such Covenants provisions and conditions as are usually
 inserted and contained in Leases of the like nature and which are
 necessary and reasonable The expences of the Lease and Duplicate to be
 paid by Mr James and Mr Hart equally And if any Question
 shall arise between Mr James and Mr Hart respecting what is or is
 not to be considered as a usual Covenant or any doubt as to the
 meaning of this memorandum the matter shall be finally determined
 between them by Samuel Compton Cox of Lincoln Inn Esquire
 Dated the twelfth day of February one thousand seven hundred
 and ninety nine -

Robert Harcourt James

Witnesses to the signing by the
said Robert Harcourt James

Hon^{ble} Robt of Grays Inn
 Anderson his Clerk

Anth Hart


Witnesses to the signing by the
said Anthony Hart

Wm Follett Simple
 Edw^d Edw^d of Charlotte St
 Bedford Sq

in the matter shall be finally determined
Compton Cope of Lincoln Inn Esquire.
February one thousand seven hundred 7

Robert Harcourt James

~~W. A. Bath~~

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