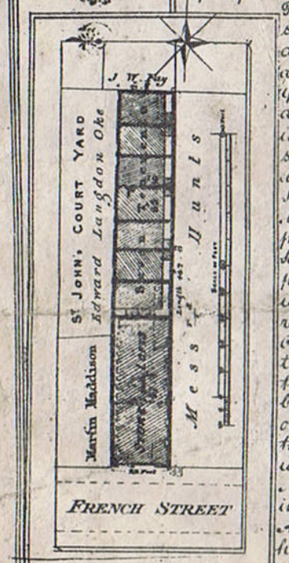
This Indenture

made the eighteenth day of November in the year of our Lord One thousand eight hundred and thirty seven **Between** the Mayor Aldermen and Burgesses of the Town of Southampton of the one part and Martin Maddison of the Town and County of the Town of Southampton Banker of the other part. **Witnesseth** that for and in consideration as well of the surrender of a former Lease bearing date the twenty sixth day of November One thousand eight hundred and twenty four granted by the then Mayor Bailiffs and Burgesses of the said Town of Southampton to William Graves of the said Town and County Gentleman since deceased of the Premises hereinafter mentioned which Lease is by mesne Assignments vested in the said Martin Maddison as also of the Sum of Fifty two pounds and ten Shillings of lawful Money of the United Kingdom of Great Britain and Ireland current in England to the said Mayor Aldermen and Burgesses in hand well and truly paid by the said Martin Maddison at or before the execution hereof the Receipt whereof is hereby acknowledged and of the Rents and Covenants herein after reserved and contained on the part and behalf of the said Martin Maddison his Executors Administrators and Assigns to be paid performed and kept **They** the said Mayor Aldermen and Burgesses **Have** demised granted and to farm letten and by these presents **Do** demise grant and to farm let unto the said Martin Maddison **All that** their Storehouse or Warehouse and Lofts over the same fronting the Street there called French Street with the seven Tenements lately erected on the Scite of a Bakehouse and Oven and on two Yards and a Passage behind the said Storehouse there and the Courts there with the appurtenances thereunto adjoining and belonging including the well there situate lying and being in the Parish of Saint John in the Town and County aforesaid containing in length from the said French Street Eastward to a Stone Wall at the end of the said Premises one hundred and forty two feet and eleven inches and are bounded partly by certain Tenements of the said Mayor Aldermen and Burgesses formerly in the tenure of the said William Graves or his undertenants and now of the said Martin Maddison or his Tenants and partly by the open Court Yard of the said Edward Langdon Oke on the North by a Yard formerly in the Occupation of John M^r Fay Blockmaker and now of his Son John Meers Fay on the East by a Tenement belonging to the Hospital of Saint Julian commonly called Lords House formerly the Three Tuns victualling House now in the Occupation of John Brine and others belonging to Messieurs Hunt and Co^t and South and by the said Street on the West as the same premises are more particularly delineated and set forth in the plan in the Margin of these presents Together with all Ways Paths Passages Waters Watercourses Easements Commons Commonable Rights Advantages and Appurtenances whatsoever to the said demised premises belonging or in anywise appertaining **To have and to hold** the said Storehouse Warehouse Tenements Yard Buildings and all and singular other the Premises hereby demised with the appurtenances unto the said Martin Maddison his Executors Administrators and Assigns from the [illegible] day of Said Saint Michael the Archangel now last past for by and during and unto the full end and term of Forty years from thence next ensuing and fully to be complete and ended **Yielding and Paying** therefor yearly and every year during the said Term unto the said Mayor Aldermen and Burgesses their Successors and Assigns the yearly Rent or Sum of One Pound of lawful Money of the United Kingdom of Great Britain and Ireland current in England at two of the most usual Feasts or Days of payment of Rent in the year (that is to say) the Feasts of the Annunciation of the Blessed Virgin Mary and Saint Michael the Archangel by even and equal portions **Provided always** and it is hereby agreed and declared by and between the said parties hereto and the said Martin Maddison doth for himself his Heirs Executors and Administrators and Assigns by these presents covenant promise and agree with and to the said Mayor Aldermen and Burgesses their Successors and Assigns that if the said yearly Rent of One pound or any part thereof shall be lawfully demanded and unpaid at any of the public Audit days appointed by the said Mayor Aldermen and Burgesses their Successors or Assigns for the Receipt thereof Videlicet the first Monday in May and the first Monday in November to be held subsequent to such feast days in any year during the said Term then he the said Martin Maddison his executors administrators and assigns shall forfeit and lose and shall accordingly pay to the said Mayor Aldermen and Burgesses their Successors or Assigns for every such default in payment the Sum of Five shillings of like lawful and current Money aforesaid No. nine Pence and in that case it shall and may be lawful to and for the said Mayor Aldermen and Burgesses their Successors and Assigns and they are hereby authorized and empowered by the said Martin Maddison on the part and behalf of himself his executors administrators and assigns into the said demised premises and every or any part thereof to enter and the Goods and Chattles then and there found to distrain for the said five shillings and such distress to keep until the said Money so forfeited together with the costs and charges attending the distraining for the same shall be fully paid and satisfied or for the more easy payment and satisfaction thereof such Goods and Chattels to sell and dispose of rendering the overplus of the Money arising from such Sale if any unto the said Martin Maddison his executors administrators or assigns **Provided also** that if it shall happen that the Yearly Rent of One pound or any part thereof shall be behind and unpaid by the space of Forty days next after any or either of the said feasts or days of payment on which the same ought to be paid as aforesaid or if the said Martin Maddison his executors administrators or Assigns do or shall at any time or times hereafter during the said Term hereby granted let set or assign over the said demised Premises or any part thereof (other than by Mill or Mortgage) to any person or persons whomsoever without the special licence and consent of the said Mayor Aldermen and Burgesses or their Successors in writing under their common Seal for that purpose first had and obtained or do or shall at any time during the said Term hereby granted neglect or fail in or be guilty of any breach nonperformance or nonobservance of any or either of the Covenants Clauses Provisoes or Agreements herein contained which on his or their part are and ought to be performed and kept then and from thenceforth and in any or either of the said cases it shall and may be lawful to and for the said Mayor Aldermen and Burgesses their Successors and Assigns into the said demised Premises or into any part thereof in the name of the whole wholly to reenter and the same to have again repossess and enjoy as in their former Estate (any thing herein contained to the contrary thereof in anywise notwithstanding) **And the said** Martin Maddison for himself his Heirs Executors Administrators and Assigns doth covenant promise and agree to and with the said Mayor Aldermen and Burgesses their Successors and Assigns by these presents in manner following (that is to say) That he the said Martin Maddison his executors administrators and assigns shall and will well and truly pay or cause to be paid unto the said Mayor Aldermen and Burgesses their Successors and Assigns the said yearly Rent of One pound upon the days and times and in manner hereinbefore appointed for payment thereof during the said term hereby granted **And also** shall and will bear pay and discharge all and all manner of Parliamentary Parochial and other Taxes Charges Rates Assessments Dues Duties and Demands whatsoever which now are or shall or may at any time or times hereafter be charged or imposed on or payable in respect of the said demised Premises or any part thereof during the said term hereby granted **And likewise** shall and will at his and their own proper costs and charges well and sufficiently repair amend uphold maintain sustain and keep the said demised premises and every part thereof in by and with all and all manner of needful and necessary reparations and amendments scourings and cleansings whatsoever during the said Term hereby granted and leave and yield up the same in such good and sufficient repair unto the said Mayor Aldermen and Burgesses their Successors or Assigns at the end expiration or other sooner determination of the said term hereby granted **And further** that it shall and may be lawful to and for the said Mayor Aldermen and Burgesses their Successors and Assigns with Workmen and others to have and take free liberty of Ingress Egress and Regress into and from the said hereby demised Premises and every or any part thereof at their Wills and Pleasures during the said term to view search and see the state and condition of the reparations of the said demised Premises and if any decays or defaults shall be then and there found that then he the said Martin Maddison his executors administrators or assigns shall and will at his and their like Costs and charges well and sufficiently repair and amend all and singular the same decays and defaults within three Months next after such view made and warning in writing left for the repairing thereof **And the said** Mayor Aldermen and Burgesses for themselves and their Successors do covenant promise and agree to and with the said Martin Maddison his Executors Administrators and Assigns by these presents that he the said Martin Maddison his executors administrators or assigns paying the said yearly rent hereby reserved and performing fulfilling and keeping all and singular the Covenants Conditions and Agreements herein contained which on his and their part and behalf are and ought to be performed and kept shall and may peaceably and quietly have hold use occupy possess and enjoy all and singular the said Premises hereby demised and every part thereof during the said Term hereby granted without any lawful denial hindrance molestation or interruption whatsoever of or by them the said Mayor Aldermen and Burgesses their Successors or Assigns or any person or persons lawfully claiming or having title to claim any Estate or interest therein or thereto from by or under them **In Witness** whereof to the one part of these Indentures intended to be delivered to and remain with the said Martin Maddison the said Mayor Aldermen and Burgesses have caused their Common Seal of the said Town to be affixed and to the other part thereof intended to remain with the said Mayor Aldermen and Burgesses the said Martin Maddison hath set his hand and Seal the day and year first above written.



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Henry Jones.