

HAPPY BIRTHDAY TO.....

Happy birthday to you, happy birthday to you, happy birthday dear allotment, happy birthday to you! That will be the song I shall be singing on 4th August 2012, and what a birthday – the 150th!! Yes, the allotment gardens at Walter’s Ash (I have plots 21 and 20B) and at nearby Naphill will have been in continuous use for 150 years on 4th August. But who owned the land previously? I have uncovered a fascinating history.

In 1862 the Inclosure Commissioners were awarding various parcels of land on Naphill Common. Previously the land was common land and local people could graze their livestock, cultivate crops etc. The Inclosure Commissioners awarded plots without charge to people who already had some link with a particular plot and other plots were sold. That, of course, left out the labouring poor, so two parcels of land in my area were set aside to provide allotments for them.

In the County Archives Research Network in Aylesbury I found the very large and unique Inclosure Map which identified the two parcels, numbered 129 for the Walter’s Ash allotments and 55 for the Naphill allotments. Linked to the Inclosure Map was an enormous bundle of parchment sheets which was the unique handwritten Award Document, spelling out who was awarded each plot of land. The wording of 150 years ago is fascinating, and I have carefully copied it, with the original spelling, capital letters and punctuation as follows:

“And I have also set out and do hereby set out and allot and award unto the said Churchwardens and Overseers of the poor all that piece or parcel of land numbered 129 on the said map part 1 containing two acres to be held by them and their successors in Trust as an Allotment for the labouring poor of the said parish of Hughenden subject nevertheless to and chargeable with a clear Rent Charge of Two pounds which said sum does not exceed the net annual value of the said Allotment in its present condition And I declare the same to be of the value of such number of Imperial Bushels and decimal parts of an Imperial Bushel of Wheat Barley and Oats as hereinafter set forth that is to say:

	<i>price per Bushel</i>			<i>Bushels and decimal</i>
	<i>£</i>	<i>s</i>	<i>d</i>	<i>parts</i>
<i>Wheat</i>	-	7	0 ¹ / ₄	1.89911
<i>Barley</i>	-	3	11 ¹ / ₂	3.36842
<i>Oats</i>	-	2	9	4.84848

And I direct that the Fences of such Allotment on all sides shall from time to time be repaired and maintained by and at the expense of the Churchwardens and Overseers of the poor of the said parish for the time being”

“and I further set out allot and award the said Two Rent Charges amounting together to £4.10.0 payable out of the Allotments for the labouring poor numbered respectively 55 and 129 on the said map Part 1 and for Benjamin Disraeli aforesaid”

The wording given above amounts to the birth certificate of the two allotment gardens.

Please note that a Rent Charge was payable to Benjamin Disraeli, the future prime minister, who lived nearby and probably owned the land prior to it being awarded to the Churchwardens and Overseers of the Poor. The area of plot 129 was about 2 acres and similar plots were sold for about £50 by the Inclosure Commissioners. The rent payable to Benjamin Disraeli was £2 pa for plot 129, which represented a return of about 4% - for ever. Not a bad return for a relatively low risk investment.

It is interesting to see that the annual value of allotment 129 was measured by the crops of wheat, barley and oats which could have been grown on the land. It would appear that soil quality as well as area of the plot was taken into account when assessing the amount of crops which could be grown on the allotments.

The land was awarded by the Inclosure Commissioners to the Churchwardens and Overseers of the Poor and their successors in trust. For the next 32 years the Church administered the allotments. Then came the 1894 Local Government Act which transferred the powers, duties and liabilities of the Churchwardens to parish councils - and our present system of local administration came into being. The parish council administered the allotments. For a few years the parish council continued to use the Churchwardens' stationery for allotment tenancy agreements. As an example, please see the tenancy agreement of James Gomm who took plot 2 of the Naphill allotments (numbered 55) on 28th October 1896.

RULES & REGULATIONS

RESPECTING THE

Garden Allotments for Labouring Poor

IN THE

PARISH OF HUGHENDEN, BUCKS.

1. The Rent of *Four Shillings* to commence from 29th September, 1895, and to be paid Quarterly, if demanded. Each person is to find a responsible party who will become security for Payment of the Rent.
2. The whole of the Lands to be kept Clean and properly Manured.
3. One Half of the Lands to be Planted with Vegetables or Fallow every year.
4. The remaining One Half part may be Cropped with White Straw Crops, but not to take more than One White Straw Crop in succession from any of the Lands.
5. No part of the Lands are to be Cultivated on the Sabbath.
6. If any Tenant should commit any theft, or be guilty of any disorderly or improper conduct, or not Cultivate his Allotment in a proper manner, and a Certificate, signed by two respectable Ratepayers of the Parish, or by two Members of the Parish Council, is produced, certifying to any of the above, such Tenant shall be required to give up his or her Allotment on the 29th September next succeeding the production of such Certificate.
7. If the Tenants should be called upon at any time by the Allotment Wardens to give up their Allotments (except for the causes before mentioned) they are to be paid for any interest they may have in the Land, Manure, or Crops; the amount to be ascertained by Three Members of the Parish Council, whose decision shall be final.
8. The Tenant to Cultivate the Garden Ground by the Spade or Fork, and not to use Horses, Mules, or Donkeys thereon, or allow them or any other animals at any time to come on the Ground for feeding or for any other purpose whatsoever.
9. Not to erect any Pigstye or any other Building on the land, except with the full consent of the Parish Council, in writing.
10. To avoid Trespassing, and not to Damage any of the Crops, or any other part of the Allotment Parish Gardens.
11. Nor to Underlet or Part with the Possession of the Ground, or any part thereof.
12. The Tenant shall have the right at any time of giving to the Parish Council, in writing, One Month's notice of his intention to give up Possession of his Allotment. The same right to be exercised on the part of the Parish Council.
13. On leaving the Parish, the tenant shall give up possession of his or her Allotment Garden, on the following Lady Day, or at Michaelmas, which ever period shall fall first after removal.
14. That if the Rent received upon the letting of any Garden by the Allotment Wardens shall at any time be in arrear for Forty Days, or if at any time during the Tenancy, being not less than Three Calendar Months after the commencement thereof, it shall appear to the Allotment Wardens that the Occupier of such Garden shall not have duly observed the Terms and Conditions of his or her Tenancy, or shall have gone to reside more than one mile out of the Parish, then, and in every such case, the Allotment Wardens shall serve a notice upon such Occupier, or in case he or she shall have gone to reside out of the Parish shall affix the same to the door of the Church of the Parish, determining the Tenancy at the expiration of One Month after such notice shall have been so Served or Affixed, and thereupon such tenancy shall be determined accordingly.

We, the undersigned Allotment Wardens for the said Parish of Hughenden, hereby agree to Let, and ~~Plant and Manure~~ *James Gomm* hereby agrees to take Garden No. 2, containing: *Acre, Roads, & 10 Poles*, situated at *Naphill* forming part of Allotment No. 55, on the Award Plan of the same Parish, upon the Terms and Conditions herein contained.

Dated the 28 Day of Oct 1896

R. J. Child } Allotment
W. E. Allan } Wardens.
James Gomm } Tenant of
 Garden No.

I, *James Gomm* hereby undertake and agree to become responsible for payment of the Rent herein mentioned as it becomes due.

Witness to signature of the said *James Gomm* *R. J. Child*

(References to “parish council” in that document mean the ecclesiastical parish council.) His plot, like most of the others, measured 20 poles (mine measures 15 poles). He could not sign his name so made an “X” which was witnessed by one of the allotment wardens. He could not read yet was signing a legal document, so I hope someone read out to him that he was not to work on the Sabbath! And the rest! It makes fascinating reading and is a record of the social conditions of the time. In the modern era we can send e-mails as an extremely rapid method of communication. In those days, as indicated in the tenancy agreement, one affixed a notice to the door of the Church and expected the addressee to come along and read it!

One of the allotment wardens was Mr William Edward Allan, a rich farmer of Walter’s Ash. He was also the parish constable. Re Regulation 2, woe betide those who did not keep their allotment plots properly manured! When he retired as parish constable he pointed out that his handcuffs had become defective, so new ones were purchased and he was allowed to keep the old ones. I bet those old handcuffs could tell a few tales! Re Regulations 3 and 4, the allotment holders in those days must have grown cereal crops as well as fruit and vegetables, something I have never seen. Re Regulation 1, the rents are still due on 29th September each year – it is good to see that some traditions are still maintained.

For me it is fascinating to think that others have toiled on my allotment plot since 1862. Perhaps in another 150 years someone will be working my plot. I hope so.

Good gardening!

MIKE MASON