

Dated 29<sup>th</sup> Sept. 1849

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The Rev. T. W. Morley  
to  
Mr. Emanuel Shires

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Agreement of Tenancy  
of the New Inn in  
Clapham and the several  
Closes of Land occupied  
therewith

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Geo. Bartley  
Scribe

SECRET



Memorandum of an Agreement made  
the twenty ninth day of September one thousand  
eight hundred and forty nine Between Mr  
Reverend Thomas Wilson, Morley of Birk  
Rectory, in the County of York Clerk of the said  
part and Samuel Shires of Clapham in the  
same County Tenant of the other part

Mr said Thomas Wilson Morley agrees to let to the  
said Samuel Shires who on his part agrees to take  
All that Ten or Public House called the 'New Inn'  
with the several closes, meadows and parcels of Land  
occupied therewith situate in the Parish of Clapham  
in the County of York and now in the occupation of  
him the said Samuel Shires on the terms and  
conditions following being the terms and conditions  
of a lease to be prepared and executed of the same premises  
between the same parties of the same premises Mr  
Shires for the said Ten and closes of Land to be  
for two years and so on from year to year commencing  
as to all the Land on the twenty ninth day of April  
last and on the seventh day of May last as to the  
houses and buildings Mr Rent to be one hundred  
and fifty pounds for the first year and one  
hundred and twenty pounds for the second and  
subsequent years of the tenancy and such rent to  
become due and payable in one sum as a leading  
rent on the first day of June in each year the first of  
such payments to be made on the first day of June  
last or as soon after in the first or any subsequent  
year of the tenancy as demanded but if not required  
to be so paid then to be paid and payable half yearly  
at Martinmas day and May day in each year the  
first of such payments to be made at Martinmas day  
next and the receiving the rent half yearly not to  
prejudice the Landlord to be construed as a waiver of his  
right to receive and distrain for the whole years rent  
on the first day of June or any time afterwards in  
the same or any subsequent year and the Notice of distress  
shall be considered in such cases a sufficient notice and  
demand that the same is required to be paid in one sum  
Mr Landlord's reserves all Timber, Wood, meadows, minerals

711. ~~Sheweth~~ ~~the~~ ~~quarries~~ ~~and~~ ~~liberty~~ ~~to~~ ~~dig~~ ~~for~~ ~~and~~ ~~carry~~  
away the same also the game and fish and liberty for  
himself and Friends to sport without any cessation  
The Tenant to pay Poor rates, Land tax, Tithe rent  
charge Road rates, Church rates and all other taxes and  
impositions except Landlords property tax, and serve  
all offices and keep the buildings and fences in good  
and servicable repair (except main walls and principal  
timber of the buildings) and also all windows squares of  
glass, Locks, and Doors and leave the same in such good  
repair on quitting.

The Tenant not to plough, pare burn, break up or convert  
into tillage any part of the meadow or pasture land or  
mow the meadow Land more than once in any one year  
or convert meadow Land into pasture or pasture Land  
into meadow without the Landlords consent under a  
Penalty of ten pounds an acre and so in proportion for  
any greater or less quantity than an acre the same to be  
recovered by distress or otherwise as rent due and in arrears  
and continue payable during the tenancy.

It shall be lawful for the Landlord to sell the same and also  
the Winter cabbage to be eaten on the premises and the  
purchaser or purchasers to have the use of the barns, Sheds  
and buildings to eat such Hay and also to have the  
right of watering his cattle without compensation being  
made to the Tenant, or his being liable to any reduction  
from the rent or allowance for the same.

The Tenant to consume on the premises all the Hay  
Straw and other Victuals and to spread on the meadow  
Land yearly all the manure thereby made and leave all  
the manure and compost rot so spread at the end or  
other sooner determination of the tenancy for the use  
of the Landlord or his succeeding Tenant without compen-  
sation.

The Tenant not to assign or indenture, or otherwise part  
with the possession of the said premises, or any part thereof  
or the Hay and Winter cabbage thereof or of any part thereof  
without the Landlords consent or during the last year  
of his tenancy depasture the same with more Horses or  
cattle than may be necessary to cultivate, or stock the  
same.

The Tenant of the death bankruptcy, or insolvency of the

servant or of his goods, or any part thereof being taken  
in execution, or of there being no sufficient distress on the  
premises the tenancy to cease, at the end of the then  
current year or immediately on the happening of such  
event at the option of the Landlord, and on his giving  
written Notice to that effect —

The Landlord to have the usual power of re-entry in  
case of nonpayment of rent when due or on breach of  
any of the foregoing stipulations or for the purpose of  
viewing the said premises —

This Agreement to be considered as an agreement only,  
and not as a present demise —

Witness the hands of the parties the day and year  
aforesaid

Witness to the Signatures  
of Emanuel Thiers

Emanuel Thiers

Charles Hill - Secy

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