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AGREEMENT OF TENANCY

COPIED PART

Ingham & Yare, Clerks

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DS file

Nov 21

AN AGREEMENT made the 12th day of MAY One thousand nine hundred and 8th 1915

BETWEEN

WILLIAM ASHWORTH COWELL AND MARY COWELL
"MOORSIDE," ASTLEY BANK, DARWEN, LANCASHIRE



(hereinafter called "The Landlord", which expression shall, where the context admits, include his successors and assigns) of the one part and

ROBERT WOLFENDEN MORPHEE
NEWTON HALL, GARGRAVE, SKIPTON, YORKSHIRE

hereinafter called "The Tenant," which expression shall, where the context admits, include the persons deriving title under him) of the other part.

WHEREBY IT IS AGREED AND DECLARED as follows:—



1. The Landlord agrees to let, and the Tenant agrees to take as tenant from year to year ALL THAT Farmhouse, with the Farm Buildings, Cottages and Land known as NEWLAND HOUSE FARM situate in the Parish of HORTON-IN-RIBBLSDALE in the County of YORK acres or thereabouts containing 678.697 described more particularly in the First Schedule hereto and edged Red on the Plan attached (hereinafter called "The Farm") EXCEPT AND RESERVING as set out in the Second Schedule FROM the sixth day of April One thousand nine hundred and fifty nine until determined as hereinafter provided at the yearly rent of three hundred pounds (£ 300.-0.-0.) payable in equal half-yearly payments on the first day of May and the first day of November the first payment being due on the first day of November 1959. provided that the said rent shall be due and payable in advance if so demanded.

OBLIGATIONS OF TENANT

2. The Tenant agrees with the Landlord:—

(a) (i) To pay on demand to the Landlord any compensation or allowance (excepting compensation for disturbance and damage by game) due or to become due from the Landlord to the outgoing Tenant in respect of the Farm (without deducting therefrom any amount due or to become due from the outgoing Tenant to the Landlord) and the costs and expenses incurred by the Landlord in respect of any Valuation or Arbitration relating thereto.

Outgoer's Claim.

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Original Stamp

(ii) ~~To expend in carrying out his obligations under this Agreement any sums received from the Landlord under Clause 3 (b).~~

Not

(b) ^{but} To reside constantly in the Farmhouse ~~and not to permit any Cottage on the Farm~~ ^{house} to be occupied otherwise than by Farm workers employed thereon, nor to assign, underlet or part with possession of the Farm or any part thereof or take in stock for agistment or permit thereon any campers or gypsies, picnicking parties, advertising signs or any other non-agricultural use of the Land or Buildings.

Underletting.

Rent.

(c) To pay the said rent or any rent substituted therefor at the times and in the manner aforesaid without any deduction whatsoever (except for Land Tax, Tithe Redemption Annuity and Landlord's Property Tax).

Rates.

(d) To pay all rates (including owner's and occupier's drainage rates), taxes, assessments and outgoings whatsoever in respect of the said Farm (except only as aforesaid).

Good Husbandry.

(e) To keep a good and sufficient head of stock upon and to manage and cultivate the Farm in accordance with the best methods of husbandry used in the district and so as not to injure or deteriorate the Farm.

Trees.

(f) To preserve all fruit trees and all timber and timberlike trees and not to cut or lop the same without the consent in writing of the Landlord.

Game.

(g) Subject to the Ground Game Acts not to do anything prejudicial to the preservation of any game (including nests and eggs), wildfowl, hares or fish.

Pests.

(h) To keep the Farm free from disease, from infestation by insects and other pests, and from weeds, moleheaps, moles and rats.

Meadow and Pasture.

(i) Subject to the provisions of Section 10 of the Agricultural Holdings Act, 1948 (hereinafter called "The 1948 Act") not at any time to break up or burn any part of the meadow grass or pasture forming part of the Farm, as set out in the First Schedule.

Farming Provisions and Records.

(j) To stack on the Farm in proper places all hay, corn and other crops grown thereon and not to sell or dispose of any hay, straw or crops of any description or any manure which have been or may be produced thereon except the corn (not including the straw), flax, potatoes, sugar-beet, carrots, peas and beans, but to consume all such crops by stock on the Farm and to spread annually at the proper season the whole of the manure made thereon. At the termination of the tenancy to have properly stacked in some convenient place on the Farm for the use of the Landlord or the incoming Tenant all hay, straw, root and green crops then remaining unconsumed and the unused manure and compost. To keep at his own cost and produce to the Landlord or his agent a true account of all croppings upon the Farm and of all hay, straw and other produce sold off the Farm and of the dates of removal thereof. Also to keep at his own cost and produce at any time at the request of the Landlord or his agent a record (together with vouchers and other satisfactory evidence) of such provision as is or has been made for the return to the Farm of the full equivalent manurial value of all crops sold off or removed from the Farm in contravention of this Agreement and of what provision is or has been made to protect the Farm from injury or deterioration.

who shall pay for the same such price as may be agreed between the parties or failing agreement settled by Arbitrator in accordance with the provisions of the 1948 Act.

Insurance.

(k) To insure and keep insured against damage or destruction by fire to the full value thereof all live and dead stock on the Farm and all harvested crops grown for consumption thereon and to produce when required to the Landlord or his agent the policy of insurance and the receipts for the premiums thereon, and in the event of such damage or destruction to lay out the moneys received in respect of such insurance in replacing such live and dead stock (in the case of such moneys being insufficient for such purpose making good the deficiency out of his own moneys) and to return to the Farm the full equivalent manurial value of such harvested crops.

Ingress and Insurance.

(l) To permit the Landlord at all reasonable times to have the right of ingress and egress for himself and all persons authorised by him for the purposes of:—

(i) Inspecting the state of repair and condition of the Farm.

(ii) Cutting, working and carrying away timber and other trees and mines and mineral substances, whether on the Farm or otherwise.

(iii) Sporting and preserving game.

(iv) Carrying out the Landlord's obligations under any wayleave or other contracts entered into by the Landlord, whether before or during the continuance of the tenancy.

(v) The full enjoyment of any of the reservations contained in the Second Schedule;

the Landlord making reasonable compensation to the Tenant for any damage occasioned thereby.

Fixed Equipment.

(m) Not without the written consent of the Landlord to alter, erect or demolish any fixed equipment on the Farm.

Husbandry up to Quitting.

(n) To do all cultivations, seedings and other things in accordance with the rules of good husbandry up to the day of quitting as if he were a continuing tenant.

Trespass.

(o) To do his best to prevent trespass over any part of the Farm and to give notice to the Landlord of any continued acts of trespass. To permit the Landlord to take proceedings against trespassers or poachers in the Tenant's name and to lay information and give evidence and sign, if required, notices to trespassers and others to keep off the Farm. The Landlord to indemnify the Tenant against any costs, charges and expenses he may incur at his request in connection with these matters.

Notices.

(p) To give notice forthwith to the Landlord of any notice served under the provisions of any Statute or Order affecting the interests of the Landlord or Tenant. This provision is in addition to and without prejudice to any duty imposed on the Tenant by the general law to give notice to the Landlord of any writ, notice or instrument served on the Tenant other than those above mentioned whereof the Tenant is bound to give notice to the Landlord.

Planning Provisions.

- (g) Not at any time during the continuance of the tenancy to do or omit or permit to be done or omitted anything on the Farm the doing or omission of which shall be a contravention of the Town and Country Planning Act, 1947, or any Act or Acts for the time being in force amending or re-enacting the same or any Regulations, Orders or directions issued, made or given under the said Act or Acts or any of them and to indemnify the Landlord against all actions, proceedings, damages, penalties, costs, charges, claims and demands in respect of such acts and omissions or any of them.

Yielding Up.

- (r) Subject to the provisions of Clause 4 hereof at the termination of the tenancy quietly to yield up the Farm with the fixed equipment thereto belonging in a good and tenable state of repair and condition, excepting only Tenant's fixtures.

OBLIGATIONS OF LANDLORD

Insurance.

3. The Landlord agrees with the Tenant as follows:—

- (a) To insure and keep insured against damage or destruction by fire to the full value thereof all Buildings (other than Buildings which are or may be the property of the Tenant) on the Farm, and in the event of such damage or destruction to make an appropriate abatement of rent until such damage or destruction shall have been made good and to reinstate or replace any such Building so damaged or destroyed if such reinstatement or replacement is required for the fulfilment of his responsibilities to manage the Farm in accordance with the rules of good estate management as laid down by the Agriculture Act, 1947, provided always that such damage or destruction shall not have been due to the wilful act or negligence of the Tenant or any members of his household or his employees.

Dilapidations.

- ~~(b) To expend in reparations all sums received from the outgoing Tenant for dilapidations to the Farm or fixed equipment or to allow the said sums to the Tenant.~~

Quiet Enjoyment.

- (c) That the Tenant paying the rent hereby reserved and performing and observing the covenants on his part herein contained shall peaceably hold and enjoy the said Farm without any interruption or disturbance by the landlord or any person rightfully claiming under him.

MUTUAL AGREEMENTS

It is mutually agreed between the Landlord and the Tenant that:—

Repairs and Compensation.

4. The provisions of the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations, 1948, and of the Agriculture (Calculation of Value for Compensation) Regulations, 1948, or any statutory modification thereof in force at the date of this Agreement shall, so far as applicable and not expressly or by implication varied hereby, be deemed to be incorporated in this Agreement.

Obsolete Fixed Equipment.

- ~~5. The items of fixed equipment enumerated at the end of this clause are obsolete and neither party hereto shall be under any obligation to maintain, repair or insure the same provided always that the Landlord may at his option enter and do any repairs thereto which he may desire.~~

Recovery of Sums Due.

6. Any sums due to the Landlord from the Tenant in respect of rent or any breach by the Tenant of any of the Agreements on his part herein contained or for any injury dilapidation, deterioration of or damage to the said Farm or otherwise shall be deducted from any sums payable to the Tenant at the termination of the tenancy, whether such sums as payable by or to the Landlord shall be of a liquidated character or not, or shall be recoverable by action or otherwise as the Landlord may deem fit.

Record of Condition.

7. If at any time during the tenancy either party shall require a record of the condition of the Farm to be made pursuant to Section 16 of the 1948 Act, the cost of making such record shall be borne by the party requiring the same, but this shall not apply to the records required to be made by the Tenant under Clause 2 (j) hereof.

Exclusion of Custom.

8. The rights of the parties under this Agreement or otherwise in respect of the tenancy shall not depend on or be affected by any custom of the country.

Re-entry.

9. If the rent hereby reserved or any part thereof shall be in arrear for twenty-one days after the same shall have become due (whether demanded or not) or in the event of any breach or non-observance of any of the Agreements on the part of the Tenant herein contained or of his becoming bankrupt on having a receiving order made against him or entering into any composition or arrangement for the benefit of his creditors, the Landlord may thereupon re-enter upon the said Farm, and the tenancy hereby created shall thereupon absolutely determine, without prejudice to the rights and remedies of the Landlord in respect of any breach or non-observance by the Tenant of any of the covenants herein contained.

Resuming Possession of Part.

10. The Landlord may at any time or times, upon giving not less than two months' notice in writing of his intention in that behalf, enter upon and resume possession of and determine the tenancy as to or grant any easement, wayleave or other right in respect of any part of the Farm for building development, or for mining or other industrial purposes, or for any other purpose, including the purposes set out below (not being the use of the land for agriculture), or any of the purposes mentioned in Section 31 of the 1948 Act,

an appropriate rental reduction to be made for any lands so taken and proper compensation to be paid as laid down in the 1948 Act.

Purpose of Landlord's Interest.

11. For the purpose of Section 25 (1) (c) of the 1948 Act it is hereby agreed and declared that the interest of the Landlord in the said Farm immediately before the execution hereof was held for the purpose of

Market Gardening.

12. No part of the said Farm is let as, or shall be treated as, a Market Garden.

Termination of Tenancy.

13. The tenancy hereby created may be determined at the end of any year of the tenancy by either party giving to the other twelve calendar months' notice in writing, expiring on the fifth day of April in any year.

14. The cost of preparing and stamping this agreement and a counterpart to be borne equally by both parties to this agreement.

IN WITNESS whereof the parties hereto set their hands the day and year first above written.

W. S. Cowell
M. Cowell

LANDLORD'S signature

Witness—Name

Address

Occupation

TENANT'S signature

Witness—Name

Address

Occupation

THE FIRST SCHEDULE BEFORE REFERRED TO

ORDNANCE SHEET :			EDITION
Parish	Enclosure	Description	Acreege
		Scar	64.231
		Harbor Side	23.156
		Studfield Moore and Rough End	17.244
		Great Hayber Bottom	22.369
		Little Hayber Bottom	4.100
		Danswair	1.294
		Calf Parrock	.362
		Nether Close	4.094
		Nether Row	.937
		Danson Close	3.187
		New Lands	3.062
		White Syke	6.750
		Poor-felks Close	5.781
		Gill Dale	3.681
		Old Stannabar	5.244
		Widdow Flatt	2.550
		Stannabar Side	6.344
		Cragdale and Cragdale End	3.487
		House, garden, yards, etc.	.562
		Carried Forward :—	178.935

Purpose
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Interest

Market
Garden

Termin
of
Tenanc

Continuation of
THE FIRST SCHEDULE BEFORE REFERRED TO

ORDNANCE SHEET :			EDITION
Parish	Enclosure	Description	Acreage
		Brought Forward :-	178.935
		Dale in Mean Moss	.962
		Harber Scar or Stot Bakes	37.800
		Dunstone Gill Allotment	252.000
		Allotment or Moorland	209.000
		TOTAL ACREAGE	<u>678.697</u>

THE SECOND SCHEDULE BEFORE REFERRED TO
EXCEPTIONS AND RESERVATIONS

In favour of the Landlord.

- (1) All timber and other trees and all mines and minerals and mineral substances with free access to cut, work and carry away the same respectively.
- (2) The exclusive right to all game and the right to preserve the same on the Farm, with liberty to shoot, fish and hunt thereon, and to authorise others to do so.
- (3) The benefit of all existing and future wayleaves, easements and rights affecting the Farm and all rents and moneys payable in respect thereof.

In favour of the Tenant.

- (1) Fixtures belonging to the Tenant, as set out hereunder.

All water bowls and pipes and fittings.

22 DEC 1972

MEMORANDUM OF AGREEMENT between Ingham and Yorke of Littlemoor,
Clitheroe as Agents for W. A. Cowell.....(Landlord)
and Robert Wolfenden Morphet..... of Newton Hall,.....
Gargrave, Skipton..... (Tenant) Whereby it is agreed that the yearly
rent reserved under the Agreement of Tenancy dated 12th May 1959.....
in respect of Newland House Farm, Horton-in-
Ribblesdale..... and made between
the parties hereto shall be increased to Six hundred and fifty (£ 650.00)
pounds
as from 1st April 1973... All other terms and conditions of the
said Agreement remain unaltered.

Dated this 13th day of December 1972

Signed by David John Yorke
for and on behalf of Ingham
Yorke Agents for the Landlord.

A. S. 24

Signed by

R. W. Morphet.

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MEMORANDUM OF AGREEMENT between RICHARD TURNER & SON,

Auctioneers & Valuers, BENTHAM, Near Lancaster as AGENTS for

..... *J. A. Cassell* (Landlord)

AND *Robert M. Whorwood* (Tenant)

WHEREBY IT IS AGREED THAT IN CONSIDERATION of the Landlord

undertaking not to refer the question of rent payable for the

Holding to arbitration under Section 8 of The Agricultural

Holdings Act 1948, the tenant hereby agrees that the annual rent

reserved in respect of the agricultural holding known as:

Westland House Farm, Barton, Ribblesdale

shall be increased to £2500 (*1000.00 → 1500.00 → 2500.00*)

as and from the *6th* day of *April* 198*8*.

AND IN ALL OTHER RESPECTS the terms and conditions of the Agreement

shall remain unaltered.

DATED THIS *5th* DAY OF *November* 19*78*...

SIGNED:-

Richard Turner
RICHARD TURNER & SON
(Duly authorised Agents for the Landlord)

..... *R. M. Whorwood*
(TENANT)