

100

Dated

JAMES ASHWIN, ESQ.,

and

AGREEMENT for Tenancy of Allotment

at

Annual Rent £

E. G. RUGHTON & SON, ESTATE AGENTS,  
EYESHAM.

*Cops*

**Memorandum of Agreement**, made the *14<sup>th</sup>* day of *November* 19*00*, between **JAMES ASHWIN**, of Bretforton, in the County of Worcester, Esquire, (hereinafter called "The Landlord") of the one part, and *Wm. Albert Wetherill* of *Stourton* in the County of Worcester, Market *Street*, (hereinafter called "The Tenant") of the other part, whersby;

The Landlord agrees to let, and the Tenant agrees to take the Allotment pieces or parcel of land, situate in the Parish of *Badbury* in the County of Worcester, particularly mentioned in the Schedule hereto, from the *29<sup>th</sup>* day of *September* 19*00* for one year, and so on from year to year as a yearly Tenant at and under the yearly rent of *£ 2 - 10 - 0*

The said yearly rent shall be paid by the Tenant to the Landlord by two equal half yearly payments on the 25th day of March, and the 29th day of September, in every year, the first of such half yearly payments to be made on the *25<sup>th</sup>* day of *March* next, and the last half yearly payment on the 25th day of March previous to the termination of the tenancy, together with the half year's rent due on that day.

The Tenant shall cultivate and manage the land taken by him in the most approved manner adopted in the neighbourhood, and shall leave the same at the expiration of his tenancy clean and in good condition.

The Tenant shall not dig or mine for stones, sand, clay, or minerals in the said land.

The Tenant shall not have any rights of sporting over the said land, and shall not shoot or destroy the game thereon, save as is provided by the Ground Game Act, 1880, but the right of sporting over the said land is reserved to the Landlord.

The Tenant shall not assign, underlet, or otherwise part with the possession of the said land or any part thereof without the written consent of the Landlord first had and obtained, but such consent shall not be unreasonably or arbitrarily withheld.

The Tenant shall from time to time at the proper season open, scour, cleanse and repair all ditches, watercourses and drains (if any), on his holding, and leave the same in good order and condition at the end of his tenancy.

The Tenant shall pay all rates and assessments whatsoever, which shall during the tenancy be payable in respect of the said land (~~except School Rates~~).

In lieu of the Compensation provided by the Agricultural Holdings (England) Acts, 1893 to 1900, if the tenant give notice he shall not have any claim for compensation against the Landlord at the end of his tenancy, but shall have the following rights, namely ;

He shall be entitled to nominate one month before the expiration of his tenancy a substantial person for the acceptance of the Landlord as Tenant on the terms herein contained (whom the Landlord shall be bound to accept) and shall be entitled to be paid compensation by the incoming tenant for his tenant right. Provided always that the Landlord shall have the option of taking the land at the price such nominee is willing to give, such option to be exercised within 14 days from the receipt of notice of such nomination as aforesaid. If the Landlord gives notice he shall pay compensation by valuation made according to the custom of the district as between outgoing and incoming tenants.

If the tenant shall fail to observe and perform the stipulations hereinbefore contained and on his part to be observed and performed or any or either of them, or if he shall abandon the said land or permit the same to remain uncultivated for the space of three calendar months or upwards at one time, or if the rent shall be in arrear and unpaid for the space of three calendar months after either of the days appointed for payment thereof, then and in either of the said cases the tenancy hereby created shall absolutely cease and determine, saving all remedies to the Landlord for breach of this Agreement which he would have had in case the tenancy had continued and the Landlord shall be at liberty to re-enter on the premises and all occupiers thereof to expel and remove.

As Witness the hands of the parties

Witness to the Signature of the said



*Agents*

*Memorandum that the Interest in this Agreement  
of Tenancy is now transferred to Jacob Perkins of  
Bullfield from 29<sup>th</sup> September 1920. at the increased rent  
of Three Pounds 12/- per ann*

*July 10<sup>th</sup> 1921*

*G. R. Roughton & Son  
Agents*

THE SCHEDULE BEFORE REFERRED TO

No. on Plan.	Name.	Quantity.		
		A.	R.	P.

Portway

1

Memo The Interest in this Tenancy & Agreement is now transferred to Edgar J. Hartwell from 29<sup>th</sup> Sept 1942

April 24<sup>th</sup> 1943

E. J. Pettis



Memo The Interest in this Tenancy and Agreement is now transferred to Mr. George Leslie Andrews of Offenham as and from the 29<sup>th</sup> September 1937

December 11<sup>th</sup> 1937

For the  
E. G. Pughton & Son

J. Pettis

Memo The Interest in this Tenancy and Agreement is now transferred to Ernest John Pettis as and from the 27<sup>th</sup> September 1942

Jan 31<sup>st</sup> 1942

G. L. Andrews

