

the whole year's rent shall be due and payable in advance if and when demanded. And he or they shall hold the said Premises at the Rent aforesaid, and subject to the agreements herein contained, until the expiration of the Twelve Calendar Months next after Notice in writing shall have been given or left by one of the said Parties to or for the other, at his or their then last or most usual place of abode, to quit, and to deliver up, or of an intention to quit and deliver up Possession of the said Premises, which Notice shall be so given or left Twelve Calendar Months before the Twenty-fifth day of March, in the Year wherein the said Tenant, his Executors, Administrators, or Assigns, may be required or shall signify his or their intention to quit the said Premises. AND ALSO, that
10 he the said Tenant, his Executors, Administrators, or Assigns, shall pay the further or additional Yearly Rent of *Twenty* Pounds, by way of Liquidated damages, and not of Penalty, or in Terrorem, on the Days and Times aforesaid, for every Statute Acre of Meadow and Pasture Land (part of the said Premises), which *he* the said Tenant, his Executors, Administrators, or Assigns, shall plough, pare, dig, break up, burn or convert into Tillage, and so on in proportion for any greater or less quantity than an acre.

AND the said Tenant for *himself*, *his* Executors, Administrators, and Assigns, doth hereby covenant, promise and agree with the said Landlord, his Heirs and Assigns, in manner following, that is to say, THAT *he* the said Tenant, Executors, Administrators, or Assigns, will truly pay to the said Landlord, his Heirs, and Assigns, the said Yearly
20 Rent of *Two Hundred and Thirty* Pounds and also the additional Rent of *Twenty* Pounds, an acre (if the same become payable), at the times and in manner aforesaid. ALSO, that he, she, or they will fully and regularly pay all taxes and Assessments whatsoever, whether Parliamentary, Parochial, or otherwise, (except Tithes, and any Payment in lieu thereof), which now are or may hereafter be charged upon the said premises, or any part thereof, or may be payable out of or in respect of the same or any part thereof, either by the Landlord, Tenant, or Occupier thereof, whilst the said Tenant, his Executors, Administrators, or Assigns, shall continue Occupier or Occupiers thereof. ALSO, that he, she, or they will not during his, her, or their remaining Tenant, or
30 Tenants, or Occupier or Occupiers, of the said Premises, or any part thereof, sell or remove therefrom any Hay, Clover, Straw, Turnips, which either already have been, or shall hereafter be produced thereon, but will cause the same from time to time to be consumed upon the said Premises, and converted into good Manure, and spread the same from time to time, in a husbandlike manner, along with any other Manure or Compost that already has been, or hereafter may be produced on the said Premises, upon such part or parts thereof as may most require the same: and on quitting the said Premises, will, without claim or compensation for the same, leave all the Dung, Manure, and Compost arising from the last day or any preceding Year's Produce, in the Fold Yards of the said Premises, for the use of the then Owner or Owners thereof, or his, her, or their oncoming Tenant, or Tenants.

ALSO, that he, she, or they, will during his, her, or their said Tenancy or Occupation of the said Premises or any part thereof manage the Arable Land thereof in the following course of Husbandry, viz., that he, she, or they will never take more than Two Crops of White Corn to One Fallow, and those not in succession, but will invariably between the same, take a Crop of Clover, Grass, Seeds, Beans or Peas; and that such crop of beans or Peas shall not be taken immediately after any fallow, but only after every second or alternative Fallow.

10 ALSO, that he, she, or they will Yearly, and every Year, during his, her, or their said Tenancy or Occupation of the said Premises, or any part thereof, in a husbandlike manner, till and clean Summer Fallow, or otherwise Spring Fallow, or sow with Turnips, or other Green Crop, or Eddish, one *Third* part of the said Arable land; and spread upon all the Lands in a year so fallowed, a good and sufficient Tillage, either rotten Manure, or *Four* tons of well-burnt quick-lime, for every Statute acre; or in lieu thereof, sixteen Bushels of half-inch Bones over each Statute Acre; or such other Hand Tillage as may be approved by the said Landlord, his Heirs, or Assigns, or his, her, or their Agent, and which shall be to an equal amount in cost: and that all such Turnips shall be well hoed or cleaned at least twice in the season. ALSO, that he, she, or they, will never sow Clover or Grass Seeds along with or upon a Second Crop of corn, but that the Arable
20 Land intended for Clover or Grass Seeds shall always be sown with such Seeds along with or upon the first Crop immediately succeeding the Fallow. ALSO, that he, she or they will never on any of the said Arable Land, sow Teazles, Woad, or Hemp, nor any other Crop not yielding fodder for cattle. ALSO, that he, she or they, on quitting the said Farm, will not claim an away-going crop to exceed ~~Statute Acres in gross, (or including the Fences), or One-third~~ part of the present Arable Land; and that he, she, or they, will not remove or take away the same, but give up the Possession thereof unto the said Landlord, his Heirs or Assigns, or his, her, or their next succeeding Tenant or Tenants, he, she, or they, making a fair compensation in money, to the said Tenant, his, her, or their Executors, Administrators, or Assigns, of the value of the Corn for such away-
30 going Crop, to be ascertained by two indifferent Persons, or their Umpire (one of the said Arbitrators to be chosen by each of the said parties, and the Umpire by the said two Arbitrators, before they enter upon business: and such Arbitrators shall be chosen by one of the said parties, within one week next after Notice shall be given him, her, or them so to do: and notification of the name and abode of his, her, or their own Arbitrator, made to him, her, or them, by the other of the said Parties; in default whereof, the Party making such notification may name an Arbitrator on behalf of the Party so refusing or declining), at any such time, on or before the succeeding Harvest, as shall in the judgment of the said Parties seem most expedient. But subject to a Deduction to be made by them from the said Tenant, his, her, or their Executors, Administrators, or

Assigns, for all customary Expenses, and the Onstand, according to the Rent of the Land whereon the Corn is sown. And that such away-going Crop shall be taken first from such Lands as were fallow, and Turnips eaten upon the Premises in the preceding year, and if insufficient to complete the said quantity of *One-third Acres*, then the remainder from such Clover, Ley, or Seed Lands, as shall be in their regular course to be ploughed, and not otherwise, except by previous leave in writing from the said Landlord, his Heirs, or Assigns, or his, her, or their Agent. ALSO, a fair compensation for the value of all such Clover and Grass Seeds, sown in the year preceding the quitting of the said Tenant, his, her, or their Executors, Administrators, or Assigns, as shall be adjudged to be a fair Crop; and the value of all Clover and Hay then unconsumed shall be determined in like manner, but paid for at the time of quitting. Also, that he, she, or they, will permit the said Landlord, his Heirs or Assigns, or his, her, or their next succeeding Tenant or Tenants, at any time after the First day of January next after the time when the said Tenant, his Executors, Administrators, or Assigns, shall receive Notice to quit the said premises, to enter upon and plough all the Arable Land therein, (except such part whereon a Crop of Winter Corn shall be then growing, or Turnips shall be then uneaten), and sow with Clover or grass Seeds, all or any part of the Lands sown with any away-going Crop, and to roll or brush in the same. ALSO, that he, she, or they, will find gratuitously Stabling and such other reasonable accommodation upon the said Premises, as may be in his, her, or their power, for such Horses as may be brought to plough the said Tillage Lands, or for any other of the said purposes.

ALSO, that he, she, or they, will during his, her, or their Tenancy, keep in good and tenantable repair and condition, all the Buildings upon the said premises, (main Walls, main Timbers, Damage by Fire, and other inevitable casualties, only excepted), and that he, she, or they, will completely repair, renew, and clean when needful, all the Hedges, Ditches, Drains, Posts, rails, Gates, Bridges, and Stiles, belonging thereto, and that on quitting the said premises, if any defect be found therein, or in any of the same respectively, he, she, or they, will make such reasonable compensation to the said Landlord, his Heirs or Assigns, for such defect as shall be settled by two indifferent persons or their Umpire, to be chosen as aforesaid. ALSO, that he, she, or they will preserve any Game upon the said premises, for the use of the said Landlord, his Heirs, or Assigns, or for whom he, she, or they may appoint. ALSO, that he, she, or they, will not fell, cut, top, nor in any manner injure the growth of any Timber, or other Trees, growing upon the said Premises, and leave the same for the use of the said Landlord, his Heirs, and Assigns, who shall and may at his, her, or their pleasure, at all reasonable times, gratuitously fell and carry away the same.

Provided always, that upon the application of the said Tenant, his Executors, Administrators, or Assigns, it shall be lawful for the said Landlord, or his Agent, if they, or either of them shall see fit so to do, by writing under one of their Hands, to qualify or alter the terms of farming or cropping the said demised Premises, or other the terms in these Presents contained; and to give leave and license to the Tenant of the said demised Premises to pursue either partially or as to the whole of the said demised Premises, a different course or system of Farming from that by these Presents imposed; but such alteration or qualification shall be strictly confined to the terms of the License in writing (if any), so to be given as aforesaid.

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And it is further agreed that in the event of the sale of any Crops or other produce of the said premises, whether in Stack or not, under a distress for rent, the same shall be sold upon condition that the Straw thereof be eaten or consumed upon the said premises, and for that purpose the purchasers shall be entitled to the free use of the Barn, and any other Buildings.

It is also further agreed that the Tenant shall find cartage, without any charge, for any materials supplied by the Landlord for Repairs or renewals.

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And it is also further agreed that as to all or such part of the said Farm as may be drained after the date of these presents (the said Landlord finding Tiles, Materials, and Labour), the said Tenant will find cartage without any charge, and pay an additional Rent by way of Interest on the Amount of such Outlay by the Landlord, after the Rate of Five Pounds per centum per annum, for each and every Year thereafter, to be recovered in like manner as Rent in arrear.

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And it is also agreed that the Tenant shall not fix any Wire Fencing without the consent of the Landlord or his Agent having first been obtained in writing. And if any Wire Fencing shall be fixed the Tenants shall take down the same on or before the 25th day of October in each year. The Tenant hereby agrees to cut down all thistles, nettles, and other noxious weeds and to prevent the same from seeding; also to destroy or cause to be destroyed the moles and rats upon the demised premises.

AND LASTLY, it is declared and agreed by and between the said parties, and these presents are upon this express Condition that in case the said Tenant shall depart this life, or become bankrupt or insolvent, or make any bill of sale or assignment of his estate or effects, for the benefit of his creditors, or part with the possession of the said premises, or any part thereof, or if any execution shall be issued against his chattels or effects, or in case of the breach or non-performance of any of the covenants herein contained on the part of the said Tenant, his Executors, or Administrators, then, and in any or either of the said cases, it shall be lawful for the said Landlord, his Heirs, Executors, or Administrators, into and upon the said demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again re-possession and enjoy as of his first and former estate, but without extinguishment of rent then in arrear, and without prejudice to the Landlord's rights in respect of any breach of covenant.

In witness whereof the Parties have hereunto set their Hands ~~and seals~~ the Day and Year first above mentioned.

Signed, ~~Sealed~~, and delivered by the above-named

Charles Henry Reynard Slingsby

20 In the presence of

F.A.Hartley

Land Agent

Hand written on the back of the indenture was the table shown below.

No on Ordinance Sheet: CLIV.8

SCHEDULE

Particulars.	Cult.	Quantities.
		ACRES
Buildings		0.231
		0.206

Orchard Grass		0.325
116	Grass	1.457
115	Grass	2.074
63	Grass	5.847
64	Grass	23.401
65	Grass	8.976
67	Grass	3.176
70	Grass	22.999
42	Grass	3.857
43	Grass	3.302
36	Grass	7.666
46	Grass	3.707
34	Grass	13.791
part 33	Grass	5.881
Part 33	Arable	4
104	Arable	4.551
44	Arable	8.699
68	Arable	12.393
48	Arable	14.62

Sheet CLIV.4

11	Arable	10.235
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Sheet CLIV.8

off 115 Kitchen Garden		0.188
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Total	161.582
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be the same more or less.