

Tenancy Agreement signed by R.S. Martin 31st March 1930 to take over from M.A. Arnold - Handwritten calculation of the rent and when payable

£ 20. 0. 0 a year rent is not quite
7-8½ p^s d. per week. as shown below.

o. d.
7 - 8½
4 weeks. (1 month)

£ 1 - 10 - 10.
13 ~~months~~ Jan 25 March
24 June
29 Sept.
25 Dec.

£ 20 - 0 - 10

Rent due

P. Phipps & Company
(Northampton & Towcester Breweries) Limited

TELEGRAMS:
PHIPPS, BREWERS, NORTHAMPTON.
TELEPHONE NOS 52 & 64.
CLOSED THURSDAY AFTERNOONS.

Registered Office
8, Gold Street,
Northampton.

Mr. R. S. Martin,

19th March 1930,

C/o "The Rose Inn"

WILLOUGHBY. Rugby.

Dear Sir,

re the "Rose Inn" . Willoughby.

We write to say that having received satisfactory replies to our enquiries we can now make you a formal offer of the tenancy in respect to the above, subject to the terms of our usual Tenancy agreement, at a rental of £20. per annum.

We shall be glad to hear in course of post as to whether you accept the same, if so, we will have the necessary Tenancy agreement prepared for signature.

Yours faithfully,

For. P. Phipps & Co. Limited,

Manager.

W. H. Case

No.

Dated *31st March* 1930

Agreement for Tenancy

OF THE

Race Inn

Willingboughby

BETWEEN

P. PHIPPS AND COMPANY

(NORTHAMPTON AND TOWCESTER BREWERIES)

LIMITED

AND

Mr. Richard J. Martin

Rent Ledger

S. R. Folio *20*



Memorandum of Agreement made this *thirty first*

day of *March* One Thousand Nine Hundred and Thirty *Between*

J.P.M.
R.S.M.
P. PHIPPS AND COMPANY (Northampton and Towcester Breweries), LIMITED (hereinafter called "the Landlords") of the one part, and *Richard ^{Seaton} Martin* of the *Rose Inn, Willoughby* in the County of *Warwick* *Storekeeper*

(hereinafter called "the Tenant") of the other part.

Whereby the Landlords, in consideration of the rent hereinafter reserved, and of the Covenants hereinafter contained, agree to let, and the Tenant agrees to take, subject to the Tenant obtaining a Transfer of the Licence and authority to sell Exciseable Liquors therein, ~~All that~~ Messuage, Tenement, and Premises, with the appurtenances thereto belonging, called or known by the Name or Sign of the *Rose Inn* situate at *Willoughby* in the County of *Warwick* (hereinafter referred to as "the premises") and also the Landlords' fixtures therein and thereon, from the *Fifteenth* day of *April* 1930, as Tenant from year to year, until the determination of the said tenancy as hereinafter mentioned, at the yearly rent of *Twenty* pounds, *shillings*, and so in proportion for any fractional part of a year, payable and to be paid quarterly, on the four usual quarter days in each year, viz., Lady Day, Midsummer, Michaelmas and Christmas, in equal portions, the first proportionate payment to be made at *Midsummer* next.

And the Tenant agrees with the Landlords as follows:

1. To pay the said rent at the times and in manner aforesaid, and to bear and pay all rates and taxes and other outgoings whatsoever (save such as are by law excepted) chargeable in respect of the premises.
2. To keep, uphold, cleanse, and maintain the inside of the said house, the Landlords' fixtures, and also all drains, closets, and privies, both inside and outside, as clean and in as good repair order, and condition, as at or immediately before the commencement of the said tenancy, or at any time during the said tenancy, it or they may be put by the Landlords (fair wear and tear and damage by fire excepted) and in default thereof the same may from time to time be kept, upheld, cleansed or maintained by the Landlords or their Agents, and the cost thereof be recoverable as and for liquidated damages. Not to keep any pigs or livestock of any description that may become a nuisance to his neighbours, or cause any injury or disadvantage to the premises.
3. To deliver up the premises together with the Landlords' fixtures at the end of the tenancy in such repair, order and condition as is consistent with the obligations of the Tenant under Clause 2 hereof.
4. To apply for and use his best endeavours to obtain from time to time, the necessary licences, transfers of licences, or renewals of licences, for opening and keeping open the premises during the tenancy as a *Public House* duly licensed for the sale and consumption, on or off the premises, by retail, of all such liquors or other Exciseable articles as are usually sold or consumed in the business of a *Publican* and to pay the proper duties and charges for the same, and to keep open the premises at all times during permitted hours, and also at all other times (if any) as shall be reasonably necessary for the convenience of the public who require suitable refreshment other than intoxicating liquor; to reside on the premises during the tenancy, and to conduct the business thereof personally, in a lawful and orderly manner, and not allow or permit anything to be done whereby the licence may be or become liable to be forfeited or suspended or the renewal thereof withheld, but to use his best endeavours to preserve the business and character of the said house.

5. To purchase of and from the Landlords or their nominee or nominees, and from no other person or persons, company or firm, all the Beer, Ale, Porter and all other malt Liquors, and all Wines and Spirits and Cordials sold or consumed on the premises, or which shall be brought thereon to be sold or consumed, and to pay and settle up with the Landlords or their nominee or nominees for the said Beer, Ale, Porter, Wines and Spirits, and Cordials and other Liquors, on demand, at prices usually charged by the Landlords to their Tenants.

6. To permit the Landlords or their Agents to enter and inspect the whole or any part of the premises, and the stock of liquors therein at any reasonable time.

7. That no undertaking relating to the said premises or the licence thereof shall be given without the written consent of the Landlords first obtained and if requested to give such undertaking to immediately give notice of such request to the Landlords.

8. ~~To fulfil and perform any existing undertakings given to the Licensing Justices in respect of the said premises.~~

9. To give immediate notice to the Landlords of any complaint made or warning given to the Tenant by the police or by or on behalf of the Licensing Justices in respect of his conduct of his licensed premises and of any Summons issued against the Tenant in respect of any offence charged against him as holder of a Justices' Licence and of any notice received by the Tenant of an intention to oppose the renewal of his licence.

10. To supply whenever required by the public, suitable refreshment other than intoxicating liquor at a reasonable price.

11. Not to assign, underlet, part with, or deliver possession of the premises, or any part thereof or the fixtures, or cease to personally and continuously reside upon the said premises, and not to give any Bill of Sale or preferential security of his goods or effects to any person or persons whomsoever, without the consent of the Landlords having first been obtained in writing.

12. At the end of the tenancy, to assign, transfer, and hand over the residue of all licences held by him to the Landlords or their nominee, being paid for the proportionate part of the unexpired term of the said licences, and to attend when required so to do by the Landlords before the Justices, and sign all necessary notices, and do all other acts and things which may be required at the end of the tenancy to transfer the said licences to the Landlords or their nominee, or to obtain for the Landlords or their nominee a Protection Order under and in pursuance of Section 88 of the Licensing (Consolidation) Act 1910.

13. Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the demised premises any placard, poster, signboard, or other advertisement except such as shall be approved of by the Landlords or their Agents and not to take down or alter any existing signboard without the Landlords' previous written consent.

And the Landlords hereby agree with the Tenant as follows :—

14. To keep the main walls, main timbers, and external roofing of the premises in tenantable repair.

15. That the Tenant paying the said rent and observing the agreements and stipulations herein contained, shall quietly enjoy the premises during the tenancy hereby created without interruption of the Landlords.

And it is hereby further agreed by and between the Landlords and Tenant as follows :

16. Either party shall be at liberty to determine the tenancy hereby created upon giving to the other three calendar months' previous notice in writing of his or their intention so to do, expiring on any one of the days appointed as Special Transfer Sessions or as the General Annual Licensing Meeting, by the Justices for the District in which the premises are situate after the expiration of six months from the date when the licence was or is transferred to the Tenant.

17. If any rent hereby agreed to be paid, and whether payment has been demanded or not, be fourteen days in arrear, or if the tenant shall do, or permit or suffer to be done, any act whereby he shall or may be convicted of any offence against any Act now or hereafter to be in force as to licensed houses, or which is calculated to injure his standing as a reputable holder of a licensed house, or shall become bankrupt or arrange or compound with his creditors, or suffer his goods, or any of them, to be taken in execution, or depart out of the country, or shall in any respect fail in the performance or observance of the agreements herein on his part contained, then, and in any such case, and thereupon at any time thereafter, it shall and may be lawful for the Landlords or any person or persons duly authorised by them in that behalf, into or upon the premises or any part thereof in the name of the whole to re-enter, and the premises peaceably to hold and enjoy thenceforth as if this letting or agreement had not taken place or been made, but without prejudice to any right of action or remedy of the Landlords for any arrears of rent, or in respect of any antecedent breach of any of the agreements by the Tenant herein contained.

18. On the Tenant taking possession of the premises, he will take to and pay for at a fair valuation, to be made in the usual way by two Valuers, one to be elected by each party, or by their umpire in the event of their not agreeing, all the trade fixtures and fittings on the said premises, and on the Tenant giving up possession of the premises, the Landlords will re-take to and pay for the said fixtures and fittings at a fair valuation to be made in the same manner, the Tenant hereby agreeing to then re-sell the same to the Landlords at such valuation. PROVIDED that any sum or sums of money which may then be due or owing from the Tenant to the Landlords, for rent or for goods or on any account whatsoever, shall be paid and deducted out of the amount of the said valuation, and any balance received or paid by the Tenant as the case may be.

19. In case the Tenant shall on request (a) refuse or neglect to renew the said Justices' licence or (b) after giving or receiving notice to quit the said premises neglect or refuse to sign the necessary notices for the purpose of applying for a transfer of the said licences at the expiration of the tenancy then it shall be lawful for the Landlords, and they are hereby irrevocably empowered by the tenant to do all things necessary to effect such renewal in the name and on behalf of the Tenant or to sign and serve in the name and on behalf of the Tenant the necessary notices of an intended application by the Tenant to transfer such licence to the nominee of the Landlords.

20. It shall be lawful for the Landlords and they are irrevocably empowered by the Tenant in his name to appeal against any refusal by any authority to renew or transfer the Justices' licence attached to the said premises and at the Landlords' expense to do all acts and things necessary or proper in respect of such appeal.

21. If the Tenant fails to obtain a temporary authority to sell Exciseable Liquors in the premises before or immediately after his entry into occupation of the premises, or a transfer of the Licence at the first Special Transfer Sessions appointed for that purpose after his said entry thereon, this Agreement shall be absolutely void (at the option of the Landlords) except as to the powers of re-entry hereinbefore contained.

22. Any notice to be given to the Tenant shall be sufficiently given if posted to him or left for him at the premises.

23. And it is hereby declared that the expression "the Landlords" as hereinbefore used, shall unless excluded by the context, mean and include the said P. PHIPPS AND COMPANY (Northampton and Towcester Breweries) LIMITED, their successors and assigns; and the expression "the Tenant" as hereinbefore used, shall unless excluded by or repugnant to the context, mean and include the Tenant and his executors, administrators, and assigns.

As Witness whereof the Common Seal of the said P. PHIPPS AND COMPANY (Northampton and Towcester Breweries) LIMITED, is hereunto affixed, and the Tenant has set his hand and seal the day and year first above written.

The Common Seal of the above-named Company
was hereto affixed in the presence of

Directors

P. J. Lant

Directors.

H. H. Nolan

Secretary.



Signed, sealed, and delivered by the above-named
in the presence of

R.S.M.

Richard Seaton Martin

W. Polk
8, Gold St.

Richard Seaton Martin

