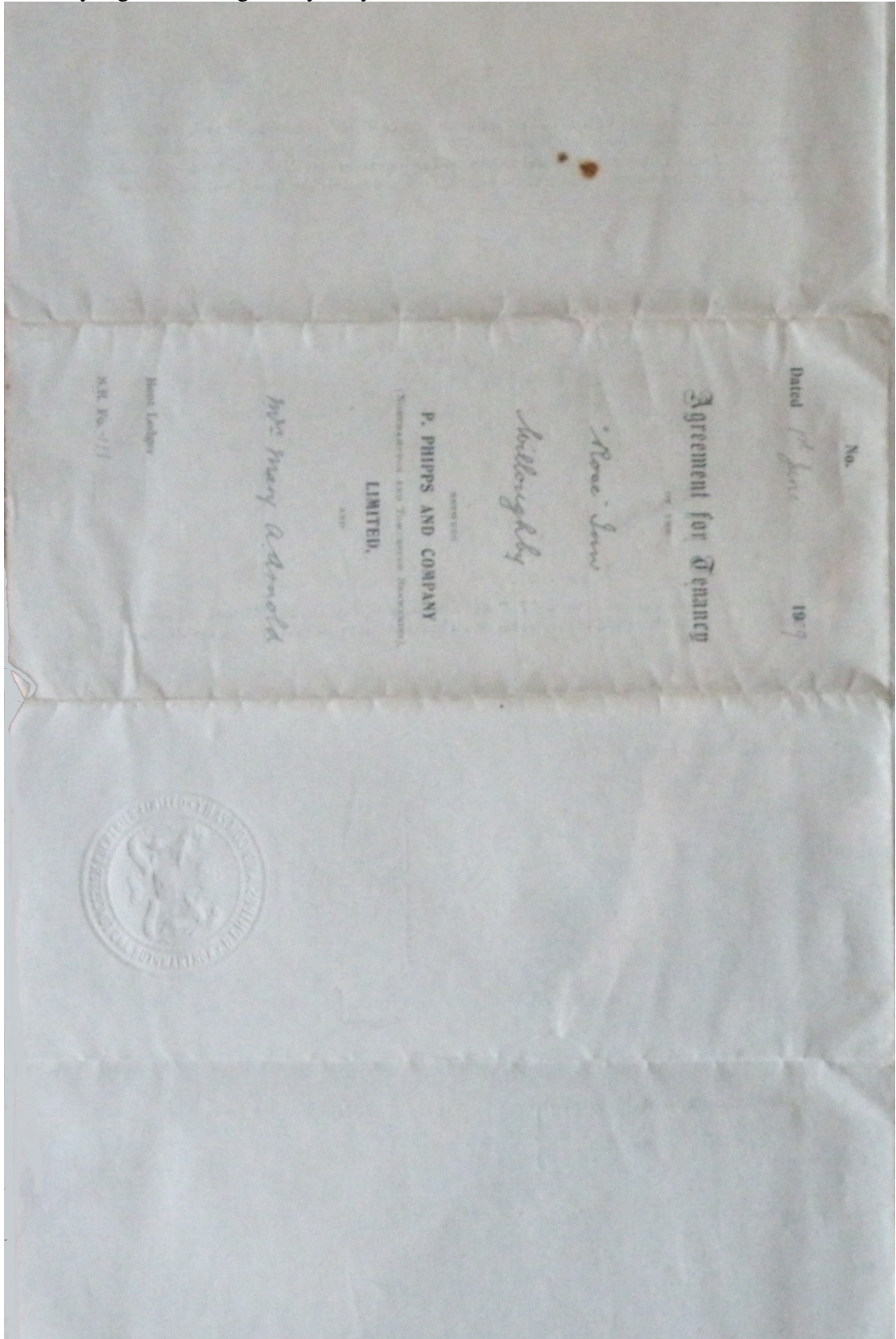


Tenancy Agreement signed by May Ann Arnold 30/6/1909



Memorandum of Agreement made this *First*

day of *June* *One Thousand Nine Hundred and nine* Between  
*F. Wiggins and Company* (Northampton and Worcester Breweries), Limited, (hereinafter called "the  
Landlords") of the one part, and *Mary Ann Arnold*  
of *Rose Inn, Willoughby* in the County of *Warwick*, *Widow*  
(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  
License and Authority to sell Exciseable Liquors therein, **ALL** that Messuage, Tenement, and Premises, with  
the appurtenances (and the fixtures specified in the Schedule hereto) thereto belonging, called or known by  
the Name or Sign of the *"Rose Inn"* situate at  
*Willoughby* in the County of *Warwick*  
from the *Twentyeighth* day of *January* 1909, as Tenant from  
Year to Year, until the determination of the said Tenancy as hereinafter mentioned, at the Yearly Rent of  
*Fourteen* 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  
proportional payment ~~to~~ <sup>being</sup> made at *Ladyday last*

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 said premises.

2.—To keep, uphold, cleanse, and maintain the inside of the said house, including fixtures and 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 may be  
so put by the said Landlords (fair wear and tear and damage by fire excepted), and in default thereof the  
same may from time to time be repaired by the said Landlords or their Agents, and the cost thereof be  
recoverable as and for liquidated damages; and the Tenant also further agrees to take the counters, shelving,  
and other Tenant's fixtures at valuation in the usual way. The Tenant also agrees not to keep any pigs or  
live stock of any description that may become a nuisance to his neighbours, or any injury or disadvantage to  
the property, and to permit the Agents of the Landlords to enter at all reasonable times for the purpose of  
viewing the condition of the said premises.

3.—To deliver up the said premises at the end of the tenancy in such good order and condition, together  
with all fixtures thereon.

4.—To apply for, and use his best endeavours to obtain from time to time, the necessary licenses,  
transfers of licenses, or renewals of licenses, for opening and keeping open the said 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 said premises at all times during lawful hours; to reside on the  
said 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 license 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 said 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 the prices usually charged by the Landlords to their Tenants.

6.—To permit the Landlords or their Agents to enter and inspect the said premises, and the Beer and other cellars and vaults thereof, and the stock of liquors therein at any reasonable time.

7.—Not to assign, underlet, part with, or deliver possession of the said house and premises, or any part thereof, 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 said Landlords having been first obtained in writing.

8.—At the end of the tenancy, to assign, transfer, and hand over the residue of all licenses held by him to the Landlords or their nominee, being paid for the proportionate part of the unexpired term of the said licenses, 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 licenses to the Landlords or their nominee.

9.—Either party shall be at liberty to determine the tenancy hereby created upon giving to the other three 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 by the Justices for the District in which the said premises are situate after the expiration of six months from the date when the license was or is transferred to the Tenant.

And the Landlords hereby agree with the Tenant as follows :

10.—To keep the main walls, main timbers, and external roofing of the said premises in tenable repair.

11.—That the Tenant paying the said rent and observing the agreements and stipulations herein contained, shall quietly enjoy the said 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 :

12.—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 said premises or any part thereof in the name of the whole to re-enter, and the said 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.

13.—On the Tenant giving up possession of the said premises, the Landlords 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 which are taken to and paid for by the Tenant on entering, the Tenant hereby agreeing to sell to the Landlords at the end of the said tenancy all the said fixtures and fittings at a fair valuation as aforesaid. 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 for fixtures, and any balance received or paid by the Tenant as the case may be.

14.—If the Tenant fails to obtain a temporary authority to sell Excisable Liquors in the said premises before or immediately after his entry into occupation of the said premises, or a Transfer of the License at the first Special 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.

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

16.—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 seal of the said P. PHIPPS AND COMPANY (Northampton and Towcester Breweries), LIMITED, is hereto 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

*P. Phipps*  
*Thomas Duffie* } Directors  
*A. Nolan* } Secretary



Signed, sealed, and delivered by the above-named

*Mary Ann Arnold.*

in the presence of

*Mary Ann Arnold*

*A. Walters*

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