

This Lease

made the third day of December 1915

Between The Right Honourable CHARLES HEPBURN STUART FORBES TREFUSIS BARON CLINTON of Maxtock on behalf of himself his heirs and assigns (hereinafter called "the Landlord") of the one part, and

William H. Sage of Venmoor Farm, Woodbury, Devon

The Letting. on behalf of himself, his executors and administrators (hereinafter called "the Tenant") of the other part, WITNESSETH, that in consideration of the rents hereinafter reserved and the covenants on the part of the Tenant hereinafter contained, the Landlord hereby LETS and the Tenant TAKES ALL THAT and those the messuage buildings and farm lands

known as Venmoor Farm

situate in the Parish of Woodbury in the County of Devon more particularly described in the Schedule below written and the Plan hereto annexed and which are now in the occupation of

EXCEPTING AND RESERVING TO THE LANDLORD:—

Reservations and Exceptions.

- ALL common rights and waste grounds.
- ALL timber and timber-like trees, saplings and ornamental bushes.
- ALL minerals (including ore, beds of stone, brick earth and clay, sand and gravel).
- ALL waters and water courses not required for the use of the farm with liberty to divert the course thereof at pleasure.
- ALL game, ground game, woodcocks, snipe, wild fowl and fish together with the exclusive right (but subject to the provisions of the Ground Game Act, 1880) of hunting, shooting and fishing over the premises.

WITH FULL LIBERTY for the Landlord, his friends, servants, and all other persons authorized by him to enter at all times, with or without dogs, carts, and carriages upon every part of the premises, for the purpose of viewing the same, or of marking, cutting, grubbing, selling and removing timber, or of searching for, working and removing minerals, with full right to put up any erections, make roads, open pits, or do anything which he may consider requisite for exercising any of the rights above reserved, the Tenant being compensated for any surface damage incident thereto, the amount in case of dispute to be settled by arbitration.

AND ALSO LIBERTY for the Landlord at any time on giving thirty clear days' notice to resume possession of any part of the land ~~let not exceeding~~ five acres in all for building or other purposes, such abatement of rent being made for the same as may be determined, in case of dispute, by arbitration.

AND ALSO LIBERTY in the last year of the Tenancy for the Landlord or for his next Incoming Tenant after harvest to enter upon eight acres of the arable land coming in course for wheat and upon all the arish ground (except any sown with grass seeds) and to occupy so much of the buildings as he may require to accommodate two horses for this purpose without making any compensation therefor.

Term.

TO HOLD the said premises (except as aforesaid) to the Tenant from the 25th of March 19

Rent.

from year to year until the Tenancy shall be determined by either party giving to the other at least twelve calendar months notice in writing expiring on the 25th of March in any year. PAYING THEREFOR the full yearly rent of £ 360 clear of all outgoing (except Landlords Property Tax) in four equal quarterly payments on the 24th of June, the 29th of September, the 25th of December and the 25th of March in each year, the first quarterly payment being due on the 24th June 19

Other payments.

and the balance of the last year's rent being due on the 24th of June in the last year, PAYING ALSO all land tax, rates, taxes and other outgoing (including any sums which may be awarded to the outgoing tenant under part 3 of the 1st Schedule to the Agricultural Holdings Act 1900 and under his contract of tenancy), which are or may become due in respect either of the ownership or occupation of the premises.

THE LANDLORD AND TENANT HEREBY RESPECTIVELY COVENANT AS FOLLOWS:—

Landlord's Obligations.

THE LANDLORD shall maintain the main walls and timbers, floors, and roofs, tiled, slated, or iron, and paint the external woodwork of the farmhouse, cottages and buildings; shall keep clear all land drains which may become choked otherwise than by the Tenant's neglect; and shall provide converted timber for the Tenant's repairs, and gates at the price of five shillings each.

Tenant's Repairs.

SUBJECT as last aforesaid, and damage by fire excepted, the Tenant shall throughout the tenancy keep and leave in good tenantable repair the farmhouse, cottages, and other buildings (including the thatched roofs) with the fixtures in and about the same; shall paint and paper the internal parts usually painted or papered, whitewash the parts usually whitewashed, and tar the parts usually tarred, whenever necessary; and shall keep and leave in good repair and condition all roads, fences, gates, drains, ponds and watercourses (with the fenders and hatches thereto belonging). In case the Tenant shall fail to fulfil any of the aforesaid obligations the Landlord shall be at liberty to give him two calendar months notice specifying the work required, and if at the expiration of such notice he shall not have executed the same in a satisfactory manner, the Landlord may cause the same to be done and recover the cost thereof by distress or otherwise as if it had been rent in arrear.

Carting.

THE TENANT shall cart, free of charge, all materials required for all new buildings, repairs, or draining.

Interest on Improvements.

THE TENANT shall pay interest at the rate of five pounds per cent. per annum to the Landlord for all moneys expended by him on building, replacing thatch with slate, draining or other improvements on the said demised premises when done by the mutual consent of Landlord and Tenant, such interest to be payable and recoverable in like manner as the rent hereby reserved, the first payment becoming due on the first of the quarter days following the

Tenant to Reside and Maintain Stock. THE TENANT shall reside in the farmhouse during the tenancy and shall always keep on the premises live stock and implements of husbandry, *bona fide* his own property, to the value of at least two years' rent of the farm, and he shall not make any general sale or disposition of such stock and implements without having first secured to the satisfaction of the Landlord one year's rent and all arrears if any.

Not to Underlet. THE TENANT shall not assign or underlet the whole or any part of the premises except the labourers' cottages which with their gardens he may sublet, but so only as to determine with this tenancy.

Tenant not to break up Pasture, etc. THE TENANT shall keep the orchards stocked with sound young trees and shall not break up any pasture, orchard or meadow land so described in the Schedule to this Lease but shall manage it in every respect in a good husbandmanlike manner, and in case of breach of this covenant shall pay to the Landlord the sum of twenty pounds for each acre so broken or converted as liquidated damages and so in proportion for any less quantity than an acre. He shall not cut grass for hay or foddering stock unless the said grass has been previously manured with a full dressing, and then only once in any one year.

Cropping. THE TENANT shall cultivate the farm according to the best system of husbandry and shall keep and leave all the land clean and in good heart and condition and shall work the farm on the following system:—Not more than ~~100~~ acres of the arable land shall be in tillage (the remainder being in grass of one or two years laying) nor less than ~~100~~ acres in turnips or other green crop (not more than ~~100~~ acres being in potatoes); nor less than ~~100~~ acres in corn after being properly cleaned with a summer fallow or green crop and sown down with a proper mixture of grass seeds which in the last year of the tenancy shall be supplied and sown by the Landlord and brushed in by the Tenant free of expense; such seeds shall be stocked with sheep only, and not later than the 1st of October in the last year of the tenancy.

To spread Manure. THE TENANT shall spread in each year all soil, manure and compost produced on the said lands where most needed and at the determination of the tenancy shall leave the manure made from the last crops to the incoming Tenant at a consuming price.

Produce to be consumed on the premises. ALL produce grown on the farm (except corn) shall be consumed thereon, and any hay, straw, turnips or mangolds grown in the last year of and remaining unconsumed at the determination of the tenancy, shall be handed over to the Landlord or incoming Tenant at a consuming price.

Notice to Landlord of disposal of Produce, and of return to be made. IN EVERY CASE in which the Tenant shall exercise his right under the Agricultural Holdings Act, 1906, of selling off or disposing of produce in contravention of the terms of this Lease, but no such sale or disposition shall take place after notice to quit shall have been given without the leave in writing of the Landlord, he shall within three weeks after the date of such sale or disposition give notice in writing to the Landlord specifying the nature and quantity of the produce so sold or disposed of, and of the nature and quantity of the provision made or proposed to be made to provide an adequate return of the full manurial value to the holding of such produce, which values shall be expended in any of the following manures (in addition to the manures ordinarily required for the farm) lime, raw bones, bone meal, dissolved bones, superphosphates, basic slag, guano, kainit or other potash salts or such other manures as may from time to time be sanctioned by the Landlord. Analyses and vouchers to be produced if required, and no claim for the unexhausted values of these manures to be made.

AND IT IS HEREBY MUTUALLY DECLARED AND AGREED:—

Re-entry. That if the rent or any part thereof shall be in arrear for twenty-eight days (after being demanded in writing), or if there shall be any breach or non-observance or non-performance of any of the covenants on the Tenant's part, or if the Tenant shall commit any act of bankruptcy, or if any execution shall be levied upon the goods or chattels of the Tenant or upon the premises, then and in any of such cases and at any time thereafter the Landlord may re-enter upon the premises or upon any part thereof in the name of the whole and thereupon this Lease shall determine, but without prejudice to any remedies which if the same were not determined the Landlord would have for enforcing payment of any rent due at the time of such re-entry or in respect of any such breach, non-observance or non-performance.

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

Signed, sealed and delivered by the abovenamed
Baron Clinton in the presence of

Hubert P. Perival

J. H. Foster

Signed, sealed and delivered
by the abovenamed *William H. Sage*

William Henry Sage

in the presence of

W. H. Wright
Post Office

William Combe Nichol