

015853

THE NORTH EASTERN RAILWAY  
COMPANY

AND

Leadgate U. D. Council

Agreement

To Let Land Leadgate

Rent Roll Branch

Enter at Folio after

Plan noted Card Index noted

ARTHUR G. STEVENSON,  
YORK.

U5850

Tenancy for Commercial Purpose

*These books the Const WIFE  
Cousin Row  
23/11/34  
Bacalla*



Memorandum of Agreement made the fourth  
day of August, One thousand nine hundred and eleven.  
BETWEEN THE NORTH EASTERN RAILWAY COMPANY (herein-  
after called "the Company") by Arthur Gavin Stevenson of the City of  
York their Agent of the one part and Leaogate Urban District Council  
by Joseph Woodworth Coupland their Clerk \_\_\_\_\_

(hereinafter called "the Tenant" which term shall include Tenants where  
more than one and his her or their executors administrators and permitted  
assigns) of the other part WHEREBY the Company agree to let and the  
Tenant agrees to take for the purpose hereinafter mentioned and for no  
other purpose All that piece or parcel of land together with the

\_\_\_\_\_ situate at Leaogate \_\_\_\_\_  
\_\_\_\_\_ in the Parish of Tweston \_\_\_\_\_  
in the \_\_\_\_\_ Riding of the County of Yorkshire \_\_\_\_\_ and  
containing by admeasurement \_\_\_\_\_ acres \_\_\_\_\_ roods  
\_\_\_\_\_ perches and \_\_\_\_\_ 72  
square yards or thereabouts as late in the occupation of

*State  
particulars  
only of the  
Building  
belonging to  
the Company*

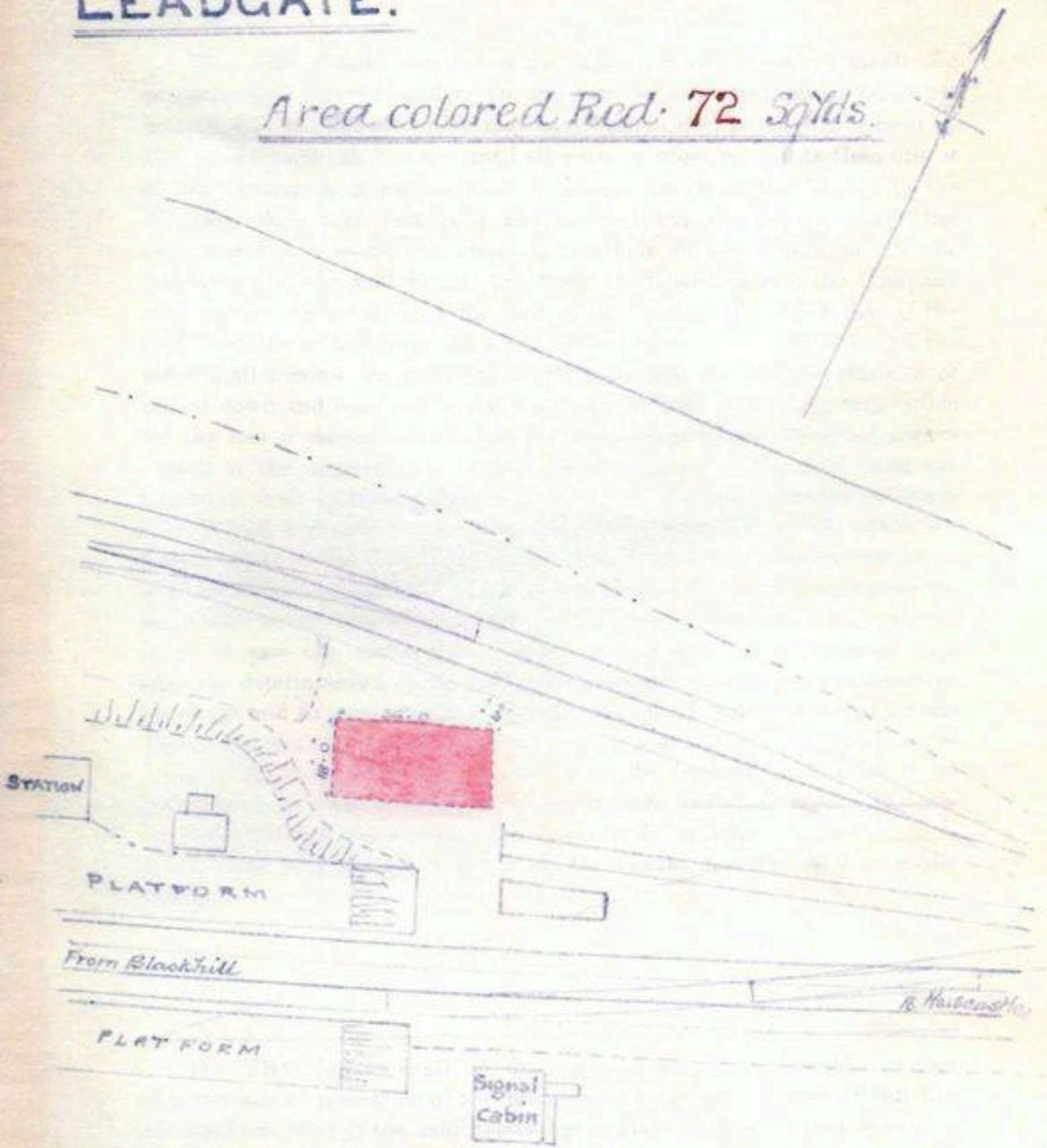
and delineated in the plan annexed hereto and thereon coloured red and  
which are hereinafter referred to as "the premises" \_\_\_\_\_

(except and reserving unto the Company all mines minerals quarries timber  
and trees now or at any time hereafter being in under or upon the premises  
or any part thereof) upon the terms and conditions following namely:—

1. THE tenancy shall be from year to year commencing on the  
first \_\_\_\_\_ day of July \_\_\_\_\_ One thousand nine  
hundred and eleven \_\_\_\_\_ and shall continue until either of the parties  
shall give to the other of them \_\_\_\_\_ one calendar months' notice in  
writing expiring at any time of their or his intention to determine the  
same Provided always that in case the Company shall during the tenancy  
require the whole or any portion of the premises for the purposes of their  
undertaking possession thereof may be taken by them at any time on their  
giving to the Tenant fourteen days' notice in writing.

# LEADGATE.

Area colored Red. 72 Sq Yds.



2. THE rent shall be \_\_\_\_\_ *Two* Pounds  
*ten* \_\_\_\_\_ Shillings and \_\_\_\_\_ Pence per year and shall  
 be paid by equal half-yearly payments upon the *thirteenth* \_\_\_\_\_ day of  
*May* \_\_\_\_\_ and the *twentythird* \_\_\_\_\_ day of *November* \_\_\_\_\_  
 in every year the first payment or proportionate payment to be made on  
 the *twentythird* \_\_\_\_\_ day of *November* \_\_\_\_\_ next Provided always that  
 if the determination of the tenancy shall not happen on one of the said  
 days of payment the Tenant shall pay to the Company a proportionate part  
 of the rent calculated from the last day of payment to the determination of  
 the tenancy.

3. THE said rent or any part thereof may at the option of the  
 Company be deducted by weekly fortnightly or other instalments from any  
 wages or other money which may from time to time be due to the Tenant  
 from the Company.

4. THE Tenant shall use the premises for the purpose of *storing*  
*Materials thereon* \_\_\_\_\_

and for no other purpose whatever without the written consent of the  
 Company.

5. THE Tenant shall not erect any buildings on the premises or alter  
 any existing buildings without the previous consent in writing of the Estate  
 Agent of the Company for the time being.

6. THE Tenant shall keep and maintain all erections buildings  
 fixtures gates and fences on the premises in good and perfect order and  
 condition and properly painted to the satisfaction of the said Estate Agent.

7. THE Tenant shall not place or keep or permit to be placed or kept  
 in or upon the premises any material or thing which the Company may  
 consider to be of an explosive combustible or dangerous nature.

8. THE Tenant shall not do or suffer to be done in or upon the  
 premises any act or thing which shall or may be or become a nuisance  
 damage annoyance or inconvenience to the Company or their Tenants or  
 the Occupiers of any of the adjoining premises or the neighbourhood.

9. THE Company and their Agents shall be at liberty to enter at all  
 reasonable times to view the state and condition of the premises for the  
 purpose of seeing that the same are in good order and condition and that  
 the business if any carried on thereat is conducted in an orderly and proper  
 manner and the premises kept in a neat and proper condition and after  
 notice has been given to determine the tenancy may affix notices on the  
 premises advertising the same for sale or letting and may authorise  
 applicants to enter and view the same.

10. THE Tenant may before the expiration of the notices mentioned in paragraph 1 hereof pull down and remove any erections or buildings belonging to the Tenant which may have been or may be erected or built by him on the premises but not until all rents or other payments then due or at the expiration of such notice to become due from the Tenant to the Company have been first paid and satisfied but the Tenant shall after such removal restore the premises to their former condition to the satisfaction of the said Estate Agent and in default thereof the Company may restore the premises at the cost of the Tenant Provided that if the said erections or buildings shall not be so pulled down and removed the same shall become the property of the Company and may be retained or pulled down and removed by the Company without their being responsible for any loss or damage which may be occasioned thereby Provided always that if at the expiration or sooner determination of the said term the Company shall desire to purchase all or any of the said erections buildings and fixtures and shall signify such desire by a notice in writing under the hand of their Estate Agent and given to the Tenant one calendar month at least before the expiration or sooner determination of the said term (unless the same shall be determined under the power of re-entry hereinbefore contained in which case the notice may be given at any time within fourteen days after the determination of the said term) then and in such case the erections buildings and fixtures specified in such notice shall not be removed by the Tenant but shall be purchased by the Company at a price to be based on the value of building materials detached from the freehold such price to be determined in case of dispute by arbitration ~~and it is agreed that the following buildings and erections thereon shown by the letter~~ .....  
~~on the said plan are the property of the Tenant and may be so removed~~  
~~namely :—~~

.....

.....

.....

11. THE Tenant shall not during the tenancy assign sublet or part with the actual possession of the premises or any part thereof without the consent in writing of the said Estate Agent first obtained in each case and all rights of advertisement on the outside fences of the premises are reserved by the Company.

12. THE Tenant shall pay all rates taxes duties charges assessments and outgoings whatsoever which now are or during the said term shall be assessed charged or imposed upon the premises or payable either by Landlord or Tenant in respect thereof except Landlord's property tax and if the premises are not separately assessed the Tenant shall until they are separately assessed pay to the Company such proportionate part of the outgoings payable in respect of the hereditaments of which the premises form part as may be fixed by the Company's Rating Agent or other proper officer.

13. THE Company shall not be liable for any loss or damage by fire or otherwise to the Tenant's goods stocks or effects which may at any time be in or upon the premises from whatever cause the same may arise.

14. THE Tenant shall at all times during the continuance of his tenancy consign all his traffic to and from the premises by such route as the Company shall direct and also so far as he is able to control the same shall order all other traffic in which he is concerned to be consigned by such route Provided always that the charges shall not exceed the charges of any other Railway Company for similar traffic between the same points.

15. THE Tenant shall at his own expense do all things to the premises necessary for complying with the provisions of the Public Health Acts the Factory and Workshop Acts and all local Improvement Acts and any statutory modifications thereof and with the bye-laws and regulations of the Local Government Board the Board of Trade and any other Authority local or otherwise having power to make bye-laws or regulations with reference to the premises and in case of default the Company may do the work at the cost of the Tenant who shall pay such cost on demand.

16. IN case the said rent or any part thereof shall be in arrear and unpaid for the space of twenty-one days next after any of the days whereon the same ought to be paid (whether the same shall or shall not have been legally demanded) or in case the Tenant shall become bankrupt or insolvent or compound with his creditors or any of them or assign his effects or suffer execution to be taken out against him whereby or by any other means his effects or any part thereof shall be or would but for this stipulation be liable to be seized by the Sheriff or any other person or if default shall be made in the observance or performance of any of the provisions herein contained and on the part of the Tenant to be observed or performed then and in any of such cases the tenancy shall at the option of the Company cease (but without prejudice to any right of distress or action under any of the preceding paragraphs) and the Company may immediately thereupon take possession of the premises.

17. THE Tenant shall on the signing hereof pay the sum of \_\_\_\_\_ Pounds *Three* Shillings and \_\_\_\_\_ *Six* Pence in respect of the cost of preparing plan and stamping this Agreement.

AS WITNESS the hands of the said parties the day and year first before written.

Signed by the said Arthur Gavin )  
Stevenson in the presence of )

Signed by the said *Joseph* )  
*Joseph Redworth* in the presence of )  
*William Gibson*  
*Leadbetter*  
*Suborger*

*Joseph Redworth*  
*Comptroller*