

Transcription of 'Indenture' concerning Strafford House, 1880

Page one

This Indenture made the seventh day of May one thousand eight hundred and eighty Between **William Shilleto** of Islington near Tadcaster in the County of York retired farmer of the first part **James Varley** of Tadcaster aforesaid schoolmaster of the second part and **Benjamin Braine** of Tadcaster aforesaid common brewer of the third part **Witnesseth** that in consideration of the yearly rent hereinafter reserved and of the covenants by the said Benjamin Braine hereinafter contained The said William Shilleto at the request of the said James Varley and rent hereinafter reserved and of the covenants by the said Benjamin Braine hereinafter contained The said William Shilleto at the request of the said James Varley and according to his estate and interest in the premises doth hereby demise **and** the said James Varley doth hereby demise and confirm unto the said Benjamin Braine his executors administrators and assigns First that malt kiln store room drying kiln joiners shop and school room and yard adjacent to and at the back of certain premises known as Strafford House (herein described) situate in the High Street of Tadcaster aforesaid and now or late in the occupation of James Varley Second ... that messuage tenement and shop (used as a Grocer's shop) situate in front of the before described premises with the outbuildings thereto belonging and occupied therewith now in the occupation of Arthur White and Thirdly that messuage or tenement called Strafford House with the school room garden yard play ground coach house wash house and other buildings occupied therewith and now in the occupation of the Trustees of the Oglethorpe School and Hospital of Tadcaster aforesaid Together with all ways rights easements and appurtenances to the said premises belonging or appertaining Together with liberty for the said Benjamin Braine his executors administrators or assign's his or their agents workmen and tenants at his costs and charges to erect and set up in or upon the premises firstly hereinbefore described such buildings engines machinery fittings utensils and things as may be necessary or convenient for carrying on upon the said premises hereby described the trade or business of a common brewer and also to pull down enlarge and alter all or any the buildings firstly hereinbefore described and generally to convert all or any of the premises included in this demise (except the messuage called Strafford House and the house and shop now occupied by Arthur White) into premises fit to be used in connection with the carrying on of the said trade or business but so nevertheless that such alterations to any of the premises secondly and thirdly herebefore described as also the building of such new buildings thereupon be with the consent of the landlords as hereinafter mentioned And to leave the said demised premises in such altered state at the end or other sooner determination of the said term **to have and to hold** the said premises hereby demised unto the said Benjamin Braine his executors administrators and assign As to the premises first above described from the first day of January one thousand eight hundred and eighty for the term of fifteen years from thence next ensuing As to the premises secondly above described from the first day of January one thousand eight hundred and eighty one for the term of Fourteen years from thence next ensuing And as to the premises thirdly above described from the first day of May one thousand eight

hundred and eighty one for the term of Thirteen years and eight months from thence next ensuing it being the intention of the parties to these presents that the term hereby created in the premises hereby demised shall cease and determine on the first day of January one thousand eight hundred and ninety five **Yielding and charging** therefor during the said term the yearly rent

Page two

of fifty pounds and which for the purposes hereinafter shewn is apportioned as follows namely for the malt kiln store room and premises first described the yearly rent of Ten pounds for the messuage shop and premises secondly described the yearly rent of Fifteen pounds and for the messuage and dwellinghouse and premises thirdly described the yearly rent of Twenty five pounds to be paid by equal half yearly payments on the first day of January and the first day of July in every year the first of such half yearly payments to be made as to the premises first described on the first day of July next and as to the premises secondly described on the first day of July one thousand eight hundred and eighty one but as to the premises thirdly described the first payment of the rent thereof shall be made on the first day of July one thousand eight hundred and eighty one and shall be the proportion of the rent accruing due between the first day of May one thousand eight hundred and eighty one (the time from which the demise of the premises thirdly described shall commence and the said first day of July one thousand eight hundred and eighty one calculated on the said yearly rental of twenty five pounds from which period namely from the said first day of July one thousand eight hundred and eighty one the several rents of the said demised premises shall become amalgamated and shall be paid on the half yearly days hereinbefore mentioned **And also yielding and charging** in the event of and immediately upon the said term being determined by re-entry under the proviso hereinafter contained a proportionate part of the said rents or rent for the fraction of the current half year up to the day of such entry The said rents or rent to be paid clear of all deductions or abatements for or on account of rates taxes tithe tithe rent charge or other deductions assessments or outgoings whatsoever except landlords property tax **Provided always** and it is hereby agreed and declared that in the mean time and until the said William Shilleto his heirs or assigns shall require the payment of the said rents or rent to him or them and give to the said Benjamin Braine his executors administrators or assigns or leave at or upon the said premises a notice in writing requiring such payment the said rents or rent shall or may be paid to the said James Varley his heirs or assigns and his or their receipts shall be sufficient discharges for the same **Provided also** and it is hereby agreed and declared that if at any time prior to such notice having been given or left as aforesaid any part of the said rents or rent shall be in arrear for twenty one days whether the same shall have been legally demanded or not the said James Varley his heirs and assigns may enter and distrain upon the said premises for the arrears of the said rents or rent and dispose of the distress or distresses then and there found as landlords may by law do for rent in arrear to the intent that thereby the arrears so due and all costs occasioned by the said rents or rent being so in arrear may be fully satisfied **And** the said Benjamin Braine **Doth** hereby for himself his heirs executors and administrators (who are also hereinafter collectively referred to as the tenant) **Covenant** and agree to and with the said William Shilleto his

heirs and assigns **And also** as a separate covenant with the said James Varley his heirs and assigns (each and all of whom are also hereinafter collectively referred to as the Landlords) in manner following (that is to say) **First** that the tenant shall and will pay or cause to be paid unto the said James Varley his heirs or assigns until such

Page 3

Landlords may proceed to a sale and sell and dispose of the said demised and other premises as aforesaid to whom and as and when to them shall seem proper **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day year first herein written.....

Signed sealed and delivered by the said Benjamin Braine in the presence of

John Tennant (solicitor Leeds)
Arthur Head Clerk to Messrs Tennant & Barret Solicitors Leeds