



# Parish of Wootton Rivers

1877

Agreement between

John Phelps

and

William Parsons

Others mentioned in the document: Jasper Davis

Memorandum an Agreement made the twenty eighth day of May 1877 Between John Phelps of Ramsbury Wilts of the one part and William Parsons of North Newton Wilts of the other part.

The said John Phelps hereby agrees to let and the said William Parsons agrees to take and become Tenant of the Dwelling house Farm and Lands in the Parish of Wootton Rivers Wilts containing One hundred and eight acres and thirty three perches (more or lefs) the particulars whereof are contained in the schedule at the foot hereof, with the appurtenances thereto belonging now in occupation of Jasper Davis, for the term of One year from the twenty ninth day of September next and so on from year to year until either party shall give to the other of them a half year's notice of his intention to determine the tenancy at the yearly rent of Two Hundred Pounds - payable half yearly on the twenty fifth day of March and the twenty ninth day of September, the first payment to be made on the twenty fifth day of March next, the said William Parsons also paying all Tithe rent charged becoming due throughout his tenancy and up to the first day of October following the determination thereof and all rates taxes and other outgoings imposed on the premises during his tenacy, except Land tax and Landlords Income Tax. And the said William Parsons hereby agrees with the said John Phelps to cultivate the said farm in a Good husbandlike manner and according to the most improved course of good husbandry as adopted in the neighbourhood and not to plough or break up any Meadow or Pasture land, and to keep the Dwellinghouse Buildings Gates and Fences on or appertaining to the Farm in good repair and condition on being allowed by the said John Phelps sufficient rough Timber and bricks (where hitherto used) for the purpose such Timber and bricks to be hauled by or at the expense of the said William Parsons and that he the said William Parsons will find and provide whenever required good and sufficient wheat straw for thatching the Dwellinghouse and other Buildings comprised in this agreement without payment for the same and for thatching the Cottages of the said John Phelps at Wootton Rivers upon being paid for the same at the rate of Two Pounds per ton; and will spread and consume upon the said Farm all the straw, except as aforesaid, and all the Hay Haulm Chaff and Fodder which shall be grown on the Farm during his tenancy and bestow all Manure to arise there from upon the lands where most required in a proper and husbandlike manner; and will allow the said John Phelps or his incoming tenant on the first day of May in the last year of the Tenacy to enter upon the lands in course for Turnips, and at the same time give up to him sufficient stabling for Horses to cultivate such land; and will on the determination of the tenancy give up to the said John Phelps or his incoming Tenant the whole of the Dwellinghouse and other premises with the exception of Buildings and yard room sufficient and necessary for thrashing out and preparing for sale the last year's wheat Crop and consuming the Hay Straw and fodder, which Buildings and yard may, for that purpose only, be held over until the twenty fifth day of March following. And the said William Parsons further agrees not to afsign or underlet the said Premises or any part thereof without the consent in writing of the said John Phelps first obtained; and that it shall be lawful for him to re-enter in case of non payment of rent or breach or non performance of any or either of the Covenants or Conditions on the Tenant's part herein contained

Provided always that the said William Parsons shall be at liberty during any year of his Tenancy except the last, to call for removal off the Farm any quantity of Hay or Straw grown thereon not exceeding twenty tons, but for every Ton of Hay so removed he shall bring and use upon the Farm artifical manure of the value of Thirty shillings and for

every Ton of Straw artificial manure of the value of Fifteen Shillings. Provided also that such Wheat Straw grown in the last year of the Tenancy as shall not be consumed in due course by the said William Parsons shall be left properly stacked upon the farm without payment; and that such of the Hay and fodder grown in such last year shall not be consumed in due course shall be first offered to the incoming Tenant by valuation – the hay at market price, and the fodder at spending price and if declined by the incoming Tenant, then the said William Parsons shall be at liberty to sell the same to any other person or persons, the fodder to be consumed on the farm; and the Manure made during the last year of the Tenancy shall be left in the yard for the use of the said John Phelps or his incoming Tenant without payment. As witnefs the hands of the said parties.

**The Schedule above referred to**

| Tithe Map no's. | Names and Descriptions of Fields &c. ** | Quantities |   |    |
|-----------------|---|------------|---|----|
|                 |   | a          | r | p  |
| 10              | Searches                                | 13         |   | 28 |
| 13              | Searches                                | 6          | 2 | 23 |
| 24b             | Southbrook Close                        | 1          |   |    |
| 25              | Searches                                | 6          | 3 | 32 |
| 27              | Allotment                               | 1          | 3 | 38 |
| 28              | Allotment                               | 1          | 2 | 19 |
| 29              | Allotment                               |            | 2 | 19 |
| 30, 31          | Sellbrooks                              | 2          | 1 | 35 |
| 98              | Church Furlong                          | 1          | 3 | 18 |
| 123             | Linsell                                 | 4          | 3 | 33 |
| 127             | West Field                              | 2          | 3 | 36 |
| 162             | Meadow                                  |            | 2 | 16 |
| 167, 168        | Homestead                               |            | 3 | 23 |
| 179             | Waight's Meadow                         | 3          | 1 | 25 |
| 181             | Meadow                                  | 2          | 2 | 25 |
| 182, 183        | Inlands (or Englands)                   | 7          | 2 | 23 |
| 195             | Pissols                                 | 1          | 2 | 16 |
| 208             | Mead                                    |            | 2 | 11 |
| 214             | Lawns                                   | 5          | 3 | 21 |
| 217             | Lawns                                   | 6          | 1 | 35 |
| 219             | Lawns                                   | 8          |   | 2  |
| 226             | Lawns                                   | 5          |   | 25 |
| 235             | Allotment                               | 19         | 2 | 3  |
| 236             | Allotment                               | 1          | 2 | 7  |
|                 |   | 108        | - | 33 |

\*\* Transcription excludes Railway pieces and other jottings