

Date 13th January 1897

W. R. Phillips

with

Mr John Sullivan

Waring Agreement for
April 1897

Wm. H. Guaman
Solicitor
Barber

20
11-

Memorandum of Agreement made

and entered into this 13th day of
January 1897 between Robert Phillips
of Church House Clous Worcester.

Thos England hereinafter called the Owner and John
Tullivan of Durrus in the County of Cork Dairyman
whereby it is agreed as follows:-

The Owner shall give to the Dairyman for the Dairy
year of 1897 the milk and Produce of 19 ²⁻⁷ milk cows and
eight stappers, and any cow that the owner may buy
for the Dairyman to make up the above number shall
be on the hands and calved on or before the 15th May 1897.
Should any of the Dairy cows die the Dairyman
is to Pay for same only at ^{the rate} ~~the same rate as the stappers~~
~~at each~~

The Dairyman is to have liberty to graze 6
sheep on the Dairy farm and to get one field which is
pointed out which to plant Potatoes for his own use. He
is to be provided with Dairy Utensils and to get half ton
of Bran for the use of the Dairy Cows at such times as he
may require it -

He is to be permitted to sow last Years tillage with
~~oats~~ oats and Wheat for his own use the Straw to be the
owners Property -

The Dairyman shall Pay to the owner for the
use of the Dairy Cattle at the rate of £6 15 0 for
each ~~milk~~ cow and £5 for each stapper and £5
for each Cow that shall die

~~in full payment of~~
The owner will allow the Dairyman £6 for properly carrying the hay
The Dairyman shall pay the owner a sum of £100 out
of the Dairy money on or before the receipt of these Presents
and the Balance to be secured by Promissory Note -

The Dairyman shall care the said Dairy Cattle in a
good and proper manner and use all proper and reasonable
Diligence and Precaution to Prevent trespass -

The Dairyman shall sow all such seeds on the
Lands as the owner shall give him for the use of the Dairy
cattle for the current and ^{ensuing} Dairy Year -

Should the Dairyman not receive the Dairy
Contract for the Year 1898 he shall be allowed such sum for
~~the~~ or root crops as any two Persons, appointed by the Dairyman
and owner shall deem proper -

It shall be deemed for that as well as for all other Purposes
that this Dairy Contract is not to be renewed for the Year 1898
if the owner and Dairyman have not agreed before the
10th December 1897 to have it so renewed. This Dairy
Contract shall terminate on the 31st December 1897

The Dairyman shall be not before the 10th Decem-
ber 1897 have agreed for the ensuing year, shall deliver up
to the owner or to anyone that he may appoint in good order
and Condition all the Premises the Property of the owner
the use of which he has under this Agreement on the
1st January 1898 so that upon that day the owner shall
be in a Position to Put in another Dairyman for
the year 1898 should he so desire

The Dairyman hereby agrees to hold the

Wellinghouse & the other houses on said Lands as caretaker
to the owner so that after the 31st December 1897 he may
be evicted there from at Petty Passois as a Caretaker

Mr. J. J. Barry

(the foregoing having
being read & explained
to said John Sullivan
he being illiterate)

J. J. Barry
Law Clerk
Bantry

R. W. Phillips

(w/s)
John X. Sullivan
man