

Mr Joseph Turnock

To

Mr Thomas Bourne

Lease of a messuage farm and tenement situate and being in the Township of Heaton in the parish of Leek in the Moors in the County of Stafford.

Term 14 years to commence 25 March next

Rent £100

This indenture made the fourth day of December in the thirty third year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord one thousand seven hundred and ninety two. Between Joseph Turnock in the Parish of Norton in the Moors in the County of Stafford Yeoman of the one part and Thomas Bourne of Dunwood in the Parish of Leek in the Moors in the said County Farmer of the other part Witnesseth that the said Joseph Turnock for and in consideration of the Rent herein after reserved and of the covenants conditions and provisions and agreements herein after mentioned and contained and which by and on the part and behalf of the said Thomas Bourne his Heirs Executors and Administrators are and ought to be paid done performed fulfilled and kept Hath Demised Leased Set and to Farm Letten and by these presents Doth Demise Lease Set and to Farm Let unto the said Thomas Bounre his Executors Administrators and Assigns All that messuage Farm and Tenement situate standing lying and being in the Township of Heaton in the Parish of Leek in the Moors in the County of Stafford aforesaid together with the several closes enclosures pieces or parcels of land or ground thereunto belonging and adjoining commonly called or known by the name of Heaton Farm together with all that extensive Right of communing upon Heaton Common which said premises are now in the occupation of Andrew Dale and also all Houses Outhouses Edifices Buildings Barns Stables Orchards Gardens Yards Folds Backsides Closes Fields Lands Meadows Pastures Feedings Commons Common of Pasture and Common of [...]ary Ways Waters Watercourses Hedges Ditches Mounds Gates Rails Stiles Highways and Fences Easements Profits Commodities Advantages Hereditaments and Appurtenances whatsoever to the said Messuage Farm and Tenement and Premises hereby Demised or mentioned or intended so to be being belonging or in anywise Appertaing and therewith usually held used occupied and enjoyed by the said Andrew Dale the present occupier thereof (Except and out of these presents always

reserved unto the said Joseph Turnock his Heirs and Assigns all Timber and other Trees standing or growing in and upon the said Demised premises or any part thereof and all Mines Delves and Quarries found in and upon the said Demised premises or any part thereof together with Free Liberty of Ingress Egress and Regress from time to time and at all times during the present Demise to and for him the said Joseph Turnock his Heirs and Assigns Servants Agents and Workmen Horses Cart and Carriages to enter into the said premises in order to Fell cut down Dig Sink for take sell cart and carry away the same at his and their [...]iles and pleasures doing as little damage to the said premises as the nature of the lease will admit) To have and to hold the said Messuage Farm and Tenement Closes Enclosures Pieces or Parcels of Land or Ground Right of Commoning upon Heaton Common and all and singular offer the Hereditaments and premises hereby Demised or mentioned or intended so to be with their and every of their appurtenances (Except as before Excepted) unto the said Thomas Bourne his Executor Administrator and Assigns from the Twenty fifth Day of March next ensuing the date hereof for and during and unto the full end and term of Fourteen years from hence next ensuing and fully to be complete and Ended Yielding and paying therefore yearly and every year unto the said Joseph Turnock his Heirs or Assigns the Annual or Yearly Rent or sum of One Hundred Pounds of Lawful Money of Great Britain by two even and equal half yearly payments or portions in the year, that is to say, on the twenty ninth day of September and the twenty fifth day of March the first of such payments to begin and be made on the twenty ninth day of September which will be in the year of our Lord one thousand seven hundred and ninety three Provided always never the less and it is the true intended and meaning of these presents and of the parties hereunto that if it shall happen that the said yearly Rent or Sum of One Hundred Pounds hereby reserved or any part thereof be behind or unpaid by the space of Thirty Days next over or after either of the said Days whereon the same ought to be paid as aforesaid (the same being

first lawfully demanded) that then and from henceforth it shall and may be lawful to and for the said Joseph Turnock his Heirs and Assigns into and upon the said Demised premises and every or any part or parcel thereof with the Appurtenances in the name of the whole to renter and the same to have again repossess and re-enjoy as in his and their first or former Estate or Estates and him the said Thomas Bourne his Executors Administrators and Assigns and all and every other the occupiers or possessors of the said Demised Premises from thence utterly to expel remove and put out anything in these presents contained to the contrary thereof in anywise notwithstanding And the said Thomas Bourne doth hereby for himself hid Heirs Executors and Administrators Covenant Grant promise and agree to and with the said Joseph Turnock his Heirs and Assigns that he the said Thomas Bourne his Executors Administrators or Assigns shall and will well and truly pay or cause to be paid unto the said Joseph Turnock his Heirs or Assigns the aforesaid yearly Rent or Sum of one hundred Pounds at the days and Times and in such manner and form as herein before [...]ted and appointed for payment thereof according to the true intent and meaning of these of these presents And also that he the said Thomas Bourne his Executors Administrators and Assigns shall and will from time to time and at all times during the said Term hereby Demised at his and their own proper costs and charges well and sufficiently repair amend uphold Hence and keep the said Houses Outhouses Hedges Gates Stiles Posts Bars Rails and pales of and belonging to the said Premises and scower and cleanse the Ditches and Watercourses appertaining to the same and maintain and keep the quick frith and fences in a good and husband like manner (Principle wood and wall and inevitable accidents by fire and wind accepted, and the said Joseph Turnock his Heirs or Assigns to find provide allow and set out Timber in the rough for the several Purposes aforesaid) And the said Premises hereby Demised with the said Houses Outhouses Hedges Gates Stiles Rails Posts Bars and Pales sufficiently repaired and kept Ditches and Watercourses cleansed and

scowered Enclosures maintained and quick frith persevered at the end expiration or other sooner determination of this present Demise or Lease unto the said Joseph Turnock his Heirs or Assigns shall and will peaceably and quickly leave surrender and yield up (The said Joseph Turnock his Heirs or Assigns first putting the said premises in such good tenable on or before the commencement of this present Demise) And also that he the said Thomas Bourne his Executors Administrators and Assigns shall not nor will during the said Term hereby Demised Fell let down Grub up Crop or Lop any timber or any other Trees standing and growing in or upon the said Demised Premises without the licence and consent of the said Joseph Turnock his Heirs or Assigns first had and obtained for that purpose on pain of Forfeiting Twenty Pounds of Lawful Money of Great Britain for every such Timber or other Tree so to be fallen down Cut down Grubbed up Cropped or Lopped as aforesaid contrary to the true intent and meaning of these presents to be paid to the said Joseph Turnock his Heirs Assigns on the Rent day then \next/ and immediately following every such offence And also that he the said Thomas Bourne his Executors Administrators and Assigns shall not at any Time or Times during the Term hereby Demised Breakup Plough Sow or Convert into Tillage any of the Meadow Lands of and belonging to the said Demised Premises nor shall not or will Breakup Plough Sow or Convert into Tillage any more of the other Lands belonging to the said Demised Premises than Twenty acres in any one year of the said Term or have at any time a greater quantity of corn or grain growing standing or being on any part thereof (without the consent of the said Joseph Turnock his Heirs or Assigns first had and obtained for that purpose) under the Penalty of Ten Pounds of like lawful money yearly for every acre Broken up Ploughed Sowed or Converted into Tillage or having corn or grain growing standing or being thereon contrary to the true intent and meaning of these presents and so in proportion for every greater or less quantity than an acre to be paid as an additional Rent over and above the yearly Rent hereby reserved as

aforesaid the said Penalties to be paid to the said Joseph Turnock his Heirs or Assigns on the Rent day next and immediately after such ploughing or sowing or having corn or Grain Growing or being as aforesaid And Further that he the said Thomas Bourne his Executors Administrators or Assigns shall not or will carry off or sell off or from the said Demised Premises or any part thereof any Hay Straw Grass Dung Soil or Compost there made or thereon arising during the said Term on pain of Forfeiting and paying to the said Joseph Turnock his Heirs or Assigns the sum of Twenty Shillings of like Lawful Money for every Load so Sold off Carried of or from the said Demised Premises or any part thereof as aforesaid But that he the said Thomas Bourne his Executors Administrators and Assigns shall and will Fodder spread use and bestow the same upon some convenient part of the said Demised Premises and at the end expiration or other sooner determination of the said Term shall and will leave the same upon the said Demised Premises for the use of the said Joseph Turnock his Heirs and Assigns And further also that he the said Thomas Bourne his Executors Administrators and Assigns shall and will at their own expense spend spread lay and bestow in a Husband like manner upon some convenient part of the said Demised Premises one Hundred Horse Loads of well burnt Lime yearly and every year during the said Demised Term And also that he the said Thomas Bourne his Executors Administrators and Assigns shall and will pay bear free serve and discharge all and all manner of Parliamentary and other Lay Taxes Charges Rates Assessments Offices and Impositions which shall or maybe hereafter Levied Taxed Charged or Rated Assessed or Imposed upon the said Demised Premises or any part thereof or upon the said Joseph Turnock his Heirs or Assigns for or in respect there of during all the said Term (The Chief or Lords Rent only excepted) And the said Joseph Turnock doth hereby for himself his Heirs Executors and Administrators in manner and form following that is to say, that he the said Joseph Turnock his Heirs Executors and Administrators or some of them shall and will at his and their own

expense on or before the commencement of this present Demise Put the Houses Outhouses Gates Stiles pales and fences of and belonging to the said Demised Premises in good sufficient Tenantable repair And also shall and will look out and allow unto and to the use of the said Thomas Bourne his Executors Administrators and assigns so much Timber in the Rough as will be sufficient to keep the said Premises in such good Tenantable repair during the said Term And also the said Joseph Turnock doth hereby for himself his Heirs and Assigns further covenant promise \grant/ and agree to and with the said Thomas Bourne his Heirs Executors and Administrators that he the said Thomas Bourne his Executors Administrators and Assigns paying the Rent and performing all and singular the covenants and agreements before in and by these presents comprised reserved and contained on his or their part and behalf to be paid done performed fulfilled and kept shall and lawfully may peaceably and quietly have hold and occupy posses and enjoy the said Messuage Farm and Tenement Closes Inclosures Pieces and Parcels of Land or Ground with the right of communing and all and singular The hereditaments and premises hereby Demised or mentioned or intended so to be with their and every of their appurtenances for and during the said Term of fourteen years herein before granted without the lawful Let Suit Trouble Denial Molestation Eviction Expulsion or Interruption of or by him the said Joseph Turnock his Heirs or Assigns or of or by any other person or persons whomsoever claiming or to claim by from under or in trust for him them or any of them or by or with their or any of their pr..tly assent consent or procurement and that ..ell and sufficiently saved kept harmless and indemnified of and from the Chief or Lords Rent herein before mentioned And lastly that for the true performance of all and singular the covenants conditions provisos agreements articles matters and things herein before mentioned reserved and contained the said Parties here unto do hereby Bind themselves each to the other and the Heirs Executors and Administrators of one another formally by these presents in the penal sum of One Hundred

Pounds of lawful money of Great Britain to be forfeited and paid by the Delinquent to the
Observant In witness where the said parties to these presents have here unto set their Hands
and Seals the day and year first within written.

Sealed and Delivered on Paper duly stamped in the presence of

[?]Lynehill Boot

Jas Slater