

COUNTERPART LEASE DATED 29 September 1811

Counterpart Lease dated 29 September 1811 for 21 years

Sir George Jerningham Baronet to Messers Brawn & Hall

Counterpart of Lease of Coal Wharf or Yard at Forebridge and the right of Navigating the Rivers Sow and Penk

This Indenture made the twenty ninth day of September in the year of our Lord One thousand eight hundred and eleven **Between** Sir George Jerningham of Cossey Hall in the County of Norfolk Baronet of the one part and **Richard Brawn** of Shenstone in the County of Stafford Lime Merchant and **Omar Hall** of the Borough of Stafford in the said County of Stafford Coal Merchant of the other part **WITNESSETH** that in consideration of the yearly rent Covenants Conditions and Agreements hereinafter reserved and contained by and on the part and behalf of the said Richard Brawn and Omar Hall their executors and administrators to be paid kept done and performed He the said Sir George Jerningham **HATH** demised leased and set and by these presents **DOETH** demise lease and set unto the said Richard Brawn and Omar Hall their executors and administrators **ALL** that piece or parcel of Land or Ground with all erections and Buildings thereon situate lying and being in Forebridge in the Parish of Castle Church in the said County of Stafford and now in part used as a Coal Yard or Wharf as the same is described in the plan hereon indorsed by the figures 1.2.3.4. containing by admeasurement two roods and twenty nine perches or thereabouts and being parcel of a certain Meadow commonly called or known by the name of the Bridge-Meadow now in the occupation of William Horton (Except and always reserved out of this Demise twenty five perches of Land forming the South end of the present Coal yard which is to be laid into the other part of the said Bridge Meadow and is not intended to be hereby demised **And also** all that the liberty or privilege of conveying Coals Lime and any other Goods Wares Merchandizes or produce in Boats Barges or other proper Vessels upon the Rivers Sow and Penk to and from a certain place where a certain communication is intended to be made between the Staffordshire and Worcestershire Canal and the River Penk opposite to a certain Field of said Sir George Jerningham called the Brook Hough situate in the said Parish of Castle Church and now in the occupation of Mary Peake Widow down to and from the said piece or parcel of Land hereby demised **And also** all that the Liberty or privilege of using a Towing Path of the Breadth of three feet and over the Lands of the said Sir George Jerningham in and upon the embankment there adjoining to the said River Sow and Penk beginning on the Northern Bank of the said River Sow opposite to the said Coal Yard or Wharf in a certain Meadow called Thieves Ditch Meadow in the occupation of the said William Horton and continuing along the same and the Meadows adjoining called Tulleys Meadows and the Cow Pasture in the several occupations of William Rogers John Hammersley and the said Mary Peake and from thence on the Southern Bank of the said River Sow in a certain other Meadow called Salt Clods continuing along the same the adjoining Meadows called North Sling Meadow and Golding Meadows also in the occupation of the said Mary Peake to the Junction of the said Rivers Sow and Penk (and from the said Junction proceeding

along the Bank of the said River Penk through the other part of the said Meadows called Golding Meadows and extending from thence about Fifty yards in the said adjoining Field called the Brook Hough) which said Towing Path will extend in length adjoining to the said Rivers Sows and Penk (blank) yards or thereabouts be the same more or less **To have and to hold** the said piece or parcel of Land containing two roods and twenty nine perches (except as before is excepted) and the said Liberties and privileges hereby demised with the appurtenances unto the said Richard Brawn and Omar Hall their executors and administrators from the twenty fifth day of March last for and during and unto the full end term of twenty one years from thence next following and fully to be complete and ended **Yielding and Paying** therefore unto the said Sir George Jerningham his heirs and assigns yearly and every year during the said term the clear yearly rent or Sum of Fifty Pounds of lawful money of Great Britain by two equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September, in each year the first payment to begin and be made on the twenty ninth day of September the day of the date of these presents and always to be paid free and clear of all taxes and other deductions whatsoever **And** the said Richard Brawn and Omar Hall for themselves jointly and severally and for their joint and several Heirs Executors and Administrators do and each of them doth hereby covenant promise and agree with and to the said Sir George Jerningham his heirs and assigns in manner following (that is to say) that they the said Richard Brawn and Omar Hall their Executors or Administrators or some or one of them shall and will well and truly pay or cause to be paid unto the foresaid Sir George Jerningham his heirs or assigns the said yearly rent or Sum of Fifty Pounds at the several days and times and in the proportions and manner hereinbefore appointed for the payment thereof without any deduction or abatement whatsoever **And also** that they the said Richard Brawn and Omar Hall their executors or administrators shall and will well and truly pay bear and discharge all and all manner of Taxes levies rates assessments and impositions whatsoever which now are or during the continuance of this Demise shall be taxed levied rated assessed or imposed upon or payable for or in respect of the said demised premises Liberties or Privileges or any of them or otherwise by Authority of Parliament or otherwise howsoever **And further** that they the said Richard Brawn and Omar Hall their executors or administrators shall and will at their own proper Costs and Charges forthwith erect and put up or cause to be erected and put up in and upon all and every the Fences of the said several closes Inclosures or Pieces of Land through or over which the said proposed Towing Path is intended to pass and adjoining thereto such good and substantial Gates or Wickets with proper Locks and other fastenings thereto as may be requisite and necessary effectually to preserve the said several Closes Inclosures or Pieces of Land entire and separated from each other and also shall and will at his or their own expense if thereunto required by the said Sir George Jerningham his heirs or assigns well and substantially fence off the said Towing Path from the several Closes Inclosures or Pieces of Land through which the same extends in such manner as the said Sir George Jerningham his heirs or assigns shall direct being allowed to place such Fences upon the said Lands at a convenient distance from the said towing path and also shall and will from time to time during the said term hereby granted at their like expense keep and maintain all and every the said Gates or Wickets with the Locks and other fastenings thereto and also the Fences of the said Towing Path in case the same shall be fenced off as aforesaid in good and substantial repair order and condition and so leave them at the expiration or other sooner determination of the said term. **And also** that they the said

Richard Brawn and Omar Hall their executors and administrators shall and will from time to time during the said term hereby granted answer make good and pay unto the several and respective occupiers of the said Lands hereinbefore mentioned for the time being all such loss damage or trespass as shall or may be occasioned by the negligence or wilful default of any Boatman Steerer Driver or other Person or Persons whosoever passing or who shall or may pass along the said intended Towing Path or use any of the said Liberties or privileges or in any manner consequential thereupon **And further** that they the said Richard Brawn and Omar Hall their executors and administrators shall and will during the said term hereby granted at his or their own proper costs and charges maintain preserve and keep the said Embankments so intended to be used as a Towing Path as aforesaid and every part thereof in good and substantial order and repair and not in any way or manner howsoever permit or suffer the same or any part thereof to be reduced below the level already ascertained and set out for the same or which shall or may at any time hereafter be thought requisite or necessary under or by virtue of the powers and provisions of an Act of Parliament made and passed in the Fortieth year of the Reign of his present Majesty for embanking and draining the said Lands and other Low Lands in the said Parish of Castle Church and elsewhere and for other purposes therein mentioned and shall not nor will during the said term in any manner howsoever impair impede injure damage or interfere with any works of drainage embankment or other Works whatsoever now done or executed or which shall or may at any time hereafter be done or executed under or by Virtue of the Powers and Authorities contained in the said Act of Parliament or any other Act which shall or may be passed for such or the like purposes or any of them nor in any manner interrupt or impede the execution of any such Works of drainage embankment or other Works which shall or may be deemed requisite or necessary to be done for floating watering draining or improving any part of the said Lands of the said Sir George Jerningham his heirs or assigns **And further** that they the said Richard Brawn and Omar Hall their executors or administrators shall and will at their own Costs and charges during the continuance of this demise maintain preserve and keep in good and substantial repair and at the end expiration or other sooner determination of the said term hereby granted

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Leave and yield up all and every erections Buildings Weighing Machines and Engines of what nature or kind so ever which now are or during the Continuance of this demise shall or may be erected or put up in or upon or near or adjoining to any part or parts of the said Lands hereby demised upon the said Sir George Jerningham his heirs or assigns undertaking to pay such Sum or Sums of Money for the same as two indifferent persons of skill (one of whom shall be appointed by the said Sir George Jerningham his heirs or assigns and the other by the said Richard Brawn and Omar Hall their executors or administrators) and in case such two persons cannot agree then as such third indifferent person of skill to be appointed by the said two persons shall adjudge to be the fair value thereof within the space of six Months next after the expiration or other sooner determination of the said term **Provided** nevertheless that it shall and may be lawful to and for the said Sir George Jerningham his heirs or assigns to deduct and retain to himself or themselves out of the said valuation or the monies to become payable thereupon all arrears or accruing Rents which shall become payable by virtue of this demise and then remain unpaid or unsatisfied **And also** that in case the said Sir George Jerningham his heirs or assigns shall not be desirous of having or

taking to the said erections Buildings and Engines in the manner aforesaid and shall give notice thereof to the said Richard Brawn and Omar Hall or either of them their or either of their executors or administrators within the space of three Months next after the determination of this demise then the said Richard Brawn and Omar Hall their Executors or Administrators shall and will at their or some of their own Costs and Charges within the space of one Month next following such notice take down remove and carry away all and singular the said Erections Buildings and Engines and the materials thereof and level all the said Land and make good the fences belonging thereto so and in such manner as to leave the said Land and every part thereof in as good plight and condition as the same was in previous to such use thereof as a Coal Wharf or Yard and for the erection of such Buildings as aforesaid **Provided** always and these presents are upon this Condition nevertheless that if the said yearly rent or Sum of Fifty Pounds or any part thereof shall be behind or unpaid wholly or in part by the space of twenty days next over or after either of the said days or times whereon the same is hereinbefore reserved or made payable although the same shall not have been demanded or if the said Richard Brawn and Omar Hall or either of them their or either of their executors or administrators shall at any time during the continuance of the said term assign underlet or otherwise part with the said demised Lands liberties or Privileges or any of them or any Estate or Interest therein to or otherwise permit or suffer the said Lands Liberties or Privileges or any of them to be used or enjoyed by any other person or persons except the wife child or children of either of them the said Richard Brawn and Omar Hall without the express licence or consent in writing of the said Sir George Jerningham his Heirs or Assigns under his or their Hand or Hands first had and obtained for that purpose or if the said Richard Brawn and Omar Hall or either of them their or either of their Executors or Administrators shall commit any act of Bankruptcy within the intent and meaning of any Statute made or to be made in relation to Bankrupts whereupon a Commission shall issue and he or they shall be found or be declared to be a Bankrupt or Bankrupts or if he they or any or either of them shall make any Composition with his or their Creditors for the payment of his their or any or either of their debts although a Commission of Bankrupt shall not issue or if he they or any or either of them shall make any assignment of his their or any of their effects in trust for the Benefit of his or their Creditors or if the said Richard Brawn or Omar Hall their Executors or Administrators or any or either of them do in any wise or manner fail or omit well and truly to observe perform and fulfil and keep any one or more of the Covenants and Agreements herein contained or any part of any one or more of them and which on his or their parts are or ought to be observed performed fulfilled and kept then and from thenceforth in any of the said Cases it shall and may be lawful to and for the said Sir George Jerningham his heirs or assigns into and upon the said Demised Premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in his or their former estate and the said Richard Brawn and Omar Hall their executors administrators and assigns and all other Occupiers of the said Demised Premises or any part thereof thereout and from thence utterly to expell put out and amove and from thenceforth the Liberties and Privileges hereby demised and every of them shall cease determine and be void to all intents and purposes Anything herein contained to the contrary thereof in anywise notwithstanding **And** the said Sir George Jerningham for himself his Heirs and Assigns doth hereby covenant promise and agree to and with the said Richard Brawn and Omar Hall their executors and administrators that they the said Richard Brawn and Omar Hall their executors and administrators well and punctually paying the said

Rent hereby reserved as and when the same shall become payable as aforesaid and observing fulfilling performing and keeping all and every the Covenants Provisoes and Agreements herein contained which on his or their part or behalf are or ought to be observed fulfilled performed and kept according to the true intent and meaning of these presents shall or lawfully may peaceably and quietly occupy possess and enjoy the said piece or parcel of Land Liberties or Privileges hereby demised for and during the said term hereby granted without any lawful let suit trouble eviction or ejection of from or by the said Sir George Jerningham his heirs or assigns or any other person or persons lawfully claiming or to claim by from or under him them or any of them the Lease heretofor granted to the said Mary Peake of the Land hereinbefore described to be in her occupation and the rights and privileges resulting therefrom and the Tenant rights of the other Occupiers of the said Lands hereinbefore mentioned only excepted **Provided** always and it is hereby declared and agreed by and between the said parties to these presents that nothing herein contained shall extend or be construed to extend to authorise or empower the said Richard Brawn or Omar Hall their executors administrators or assigns or any or either of them to exercise or use any right of fishery in the said Rivers Sow or Penk or either of them or to use the said Waters or the said intended Towing Path in any other manner or for any other purpose than that and those hereinbefore expressed nor in any manner to prevent or hinder the said Sir George Jerningham his heirs or assigns or his or their Tenants or other person or persons by and with his or their Licence or permission from Fishing in the said Rivers or either of them or from using or employing the Waters thereof in such manner and for such purposes as he they or any of them shall from time to time think fit or proper so as the said Waters be not by any such use reduced below the ordinary level which may be necessary for the passage of such Boats as may be employed thereon Any thing hereinbefore contained to the contrary in any wise notwithstanding

In witness whereof the said parties to these presents have hereunto set their Hands and Seals the day and year first within written.

Sealed and Delivered (being first duly
Stamped and erasures and interlineations
being first made and observed in the presence of

(No signatures)

Transcribed: David Jones and Elizabeth Jones 2011.

Checked: David Jones 2011.

Source: Staffordshire Record Office: *Leases of wharf in Forebridge with plans 1811:*

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