

LEASE DATED 1 April 1814

Lease Dated April 1814: for 18 years from Lady Day (25 March) 1814 Expires (+18) 1832

Sir George Jerningham Baronet to John Turton Fereday Esquire and others

This Indenture made the first day of April in the Year of our Lord One thousand eight hundred and fourteen **Between** Sir George Jerningham of Cossey Hall in the County of Norfolk Baronet of the first part **Mary Peake** of the Lamberscoat in the parish of Saint Mary in Stafford in the County of Stafford Widow and **John Hughes** of the Borough of Stafford aforesaid Innkeeper (which said Mary Peake and John Hughes are Tenants of the said Sir George Jerningham by virtue of several Leases in respect of certain Lands belonging to the said Sir George Jerningham situate on the Lines of the Rivers Sow and Penk between a certain Meadow belonging to John Box Esquire and the Close hereinafter described called the Bridge Meadow) of the second part and **John Turton Fereday** of Ettingshall Hall in the said County of Stafford Esquire **William Turton** of Upper Gornall in the said County of Stafford Gentleman **William Turton Fereday** of Upper Gornall aforesaid Gentleman and **James Blair** of Uttoxeter in the said County of Stafford Gentleman of the third 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 John Turton Fereday William Turton William Turton Fereday and James Blair 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 DOTHT demise lease and set And the said Mary Peake and John Hughes (according to their respective Estates and Interests have and each of them hath ratified and confirmed and by these presents do and each of them doth ratify and confirm unto the said John Turton Fereday William Turton William Turton Fereday and James Blair 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 late 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 as described in the said plan by the Figures P25 which is to be laid to the other part of the said Bridge Meadow and is not intended to be hereby demised **And also** all that piece or parcel of Land between the said Rivers Sow and Penk at or near their Junction and the Staffordshire and Worcestershire Canal being parcel of a certain Meadow called (*blank*) Meadow containing three Roods or thereabouts and which was lately purchased by the said Sir George Jerningham from John Box Esquire for the purpose of forming a Communication between the said Rivers Sow and Penk and the said Canal **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 said Rivers Sow and Penk to and from a certain place where the said Communication is intended to be made between the said Rivers Sow and Penk at or

near the place of their Junction and the said Staffordshire and Worcestershire Canal down to and from the said piece or parcel of Land hereby demised **And also** all that the Liberty or privilege for the purposes aforesaid of making such Cut or Canal in or upon the Land of the said Sir George Jerningham as is specified on the Map or Plan hereon indorsed and of widening the Banks of the said River Sow **And also** of repairing and amending the same and of scouring deepening and opening the said River and the Bed thereof and of laying the Soil upon the Banks of the said River doing thereby as little damage as may be to the Grass there growing or being **And also** all that the Liberty or privilege of using a Towing path of the Breadth of four feet upon and over the Lands of the said Sir George Jerningham in and upon the Embankment there adjoining to the said River Sow from the Coal Yard or Wharf down to the Junction of the said Rivers Sow and Penk hereinbefore described **To have and to hold** the said pieces or parcels of Land and the said Liberties and privileges hereby demised with the Appurtenances unto the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors and Administrators from the twenty fifth day of March last for and during and unto the full end and term of eighteen 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 (*blank*) 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 next ensuing 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 John Turton Fereday William Turton William Turton Fereday and James Blair 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators or some or one of them shall and will well and truly pay or cause to be paid unto the said Sir George Jerningham his Heirs and Assigns the said yearly Rent or sum of (*blank*) at the several Days and times and in the proportions and manner hereinbefore appointed for the payment thereof without any deductions or Abatement whatsoever **And also** that they the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators shall and will well and truly pay bear and discharge all and all manner of Taxes Levies Rates Assessments or 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 by Authority of Parliament or otherwise howsoever **And also** that they the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators shall and will from time to time and at all times during the term hereby granted permit and suffer the said intended Water Communication and Wharf to be used by any person or persons whomsoever at his or their free Will and Pleasure for the purpose of conveying and stacking Coals Lime and other Commodities whatsoever under and subject nevertheless to the Regulations and Agreements made and entered into by and between the said Canal Company and the said John Turton Fereday William Turton William Turton Fereday and James Blair

bearing date on or about the (*blank*) day of (*blank*) every person so using the said Water Communication paying therefore reasonable Tonnage and Wharfage not exceeded nine pence per Ton and also purchasing all the Coals so to be conveyed from some of the Mines or Collieries of Messers Fereday Turton and Fereday which are conveniently situated for loading during so long time only as such person or persons can be supplied from such Mines or Collieries with Coals of a good and proper quality and at as reasonable a Rate or price as Coals of the same quality can or may from time to time be purchased or procured from any other Mine or Colliery. **And further** that they the said John Turton Fereday William Turton William Turton Fereday and James Blair 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 same 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 separate from each other and will at his and their own

(Page 2)

EXPENSE if in case from repeated Acts of Trespass being committed on the Lands adjoining to the said Towing Path to the amount of forty Shillings in any one year it shall be deemed necessary by the said Sir George Jerningham his Heirs and Assigns well and substantially fence off the said Towing Path from the several Closes Inclosures or pieces of Land through which the same extends 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors and Administrators shall and will from time to time during the said term hereby granted answer make good and pay unto the said Mary Peake and John Hughes and the several and respective other Occupiers of the said Lands hereinbefore mentioned for the time being all such 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 hereby granted or in any manner consequential thereupon **And further** that they the said John Turton Fereday William Turton William Turton Fereday and James Blair 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 Parish of Castlechurch 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 or in any manner interrupt or impede the Execution of any such Works of Drainage Embankment or other Works consistent with these presents 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators shall and will at their own Costs and Charges within the space of twelve months from the date hereof make cut erect and finish a good and sufficient Lock and Canal for the passage of Boats from the said Staffordshire and Worcestershire Canal if they can obtain Licence for that purpose from the Company of Proprietors of the said Canal to the said Rivers Sow and Penk in and upon the said piece or parcel of Land so purchased from the said John Box as aforesaid and fence off the said last mentioned piece or parcel of Land from the remainder of the said Close and make and maintain such Bridge or Bridges for a Communication from one part of the remainder of the said last mentioned Close to the other part as the said Sir George Jerningham hath engaged or agreed to do by his purchase Contract with the said John Box and shall and will 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 leave and yield up unto the said Sir George Jerningham his Heirs or Assigns in such good and substantial Repair all and every the said Lock and the Erections Buildings Weighing Machines and Engines of what nature or kind soever which now are or during the continuance of his Demise shall or may be erected or put up in or upon any part or parts of the said Lands hereby demised upon the said Sir George Jerningham his Heirs or Assigns undertaking to pay within six Months next after the Expiration of the said term 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators) and in case such two persons cannot agree then as such third indifferent person of Skill shall adjudge to be the fair Value thereof such Valuation and Appraisement to be made immediately before the Expiration 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** in case the said Sir George Jerningham his Heirs or Assigns shall not be desirous of having or taking to the said Erections Buildings Lock and Engines and shall give notice thereof to the said John Turton Fereday William Turton William Turton Fereday and James Blair or any of them their or any of their Executors or Administrators three Months before the Expiration of the said then the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors and Administrators shall and will at their or some of their own Costs and charges within the space of one Month next after the Expiration of the said Term

take down remove and carry away all and singular the said Erections Buildings Lock 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 for the purposes of the said Canal Navigation and Wharf and the Erection of such Buildings as aforesaid in or upon the said Bridge Meadow **Provided** always and these presents are upon this Condition nevertheless that if the said yearly Rent or Sum of (*blank*) 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 John Turton Fereday William Turton

(Page 3)

William Turton Fereday and James Blair or any of them their or any 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 and Premises Liberties or Privileges or any of them (except the said Coal Yard or Wharf) or any Estate or Interest therein to or otherwise permit or suffer the said Lands and Premises Liberties or Privileges or any of them to be used by any other person or persons (except as hereinbefore mentioned) 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators shall commit any Act or Acts 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 they shall respectively be found or be declared to be Bankrupts or if they shall respectively make any Composition with their respective Creditors for the payment of their respective Debts although a Commission of Bankrupt shall not issue or they shall respectively make any Assignment of their respective Effects in trust for the benefit of their respective Creditors or if the said John Turton Fereday William Turton William Turton Fereday and James Blair or any or either of they do in any wise or manner fail or omit well and truly to observe perform 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 and 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors Administrators and Assigns and all their Occupiers of the said demised premises or any part thereof thereout from thence utterly to expel put out and amove and thenceforth the Liberties and privileges hereby demised and every of them shall cease determine and be void to all Intents and Purposes any thing therein contained to the contrary thereof in any wise notwithstanding **And** the said Sir George Jerningham for himself his Heirs and Assigns doth hereby covenant promise and agree to and with the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors and Administrators in manner following (that is to say) that he the said Sir George Jerningham his Heirs or Assigns shall and will within the space of six Months next after the expiration of the said term of eighteen

years hereby granted and the quitting the possession of the said premises in case the Lease of the said premises shall not be renewed well and truly pay or cause to be paid unto the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors or Administrators such reasonable price or Sum of Money for the said Lock hereby covenanted to be made as two indifferent persons of Skill to be appointed in manner hereinbefore mentioned or in case they cannot agree then as such third person to be named by the said two persons shall adjudge and award to be a just and reasonable Compensation for the said Lock in the state it shall then be found provided the same shall then be found in a good and proper Condition for use and the Company of Proprietors of the said Canal Navigation shall after the expiration of this Demise consent and agree to the use thereof but not otherwise **And also** that they the said John Turton Fereday William Turton William Turton Fereday and James Blair 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 Provisos 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 pieces or parcels of Land and premises Liberties and privileges hereby demised for and during the said term 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 heretofore granted to the said Mary Peake and John Hughes of Lands adjoining the said Rivers Sow and Penk and the Rights and privileges resulting therefrom and the Tenant Rights of the other Occupiers of the Lands adjoining the said Rivers 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 John Turton Fereday William Turton William Turton Fereday and James Blair their Executors Administrators or Assigns or any or either of them to exercise or use any Right of Fishery in the said Rivers Sow and 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 or with 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 reasonable purposes consistent with this present Lease or Demise (and paying Tonnage and Wharfage as other persons as he she 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 and so that the Navigation upon the said River be not by them obstructed Any thing hereinbefore contained to the contrary in any wise notwithstanding **Provided** always and it is agreed that if the said Lessees should be prevented by the Company of Proprietors of the Staffordshire and Worcestershire Canal from making or using the said Lock it shall be lawful for the said John Turton Fereday William Turton William Turton Fereday and James Blair their Executors Administrators or Assigns to give Notice thereof to the said Sir George Jerningham his Heirs or Assigns and to declare therein their Option to vacate and determine this present Lease and from and after the Expiration of six Calendar Months after the

Service of such Notice and of the next subsequent half yearly day of payment of Rent the said term of eighteen years or the then residue or remainder thereof shall absolutely cease end and determine to all Intents and Purposes whatsoever and in that event the said Sir George Jerningham his Heirs and Assigns shall be exonerated and discharged from paying to the said Lessees their Executors Administrators or Assigns any Sum or Sums of Money in respect of the said intended Lock and from the Covenant hereinbefore contained for that purpose. **In witness** whereof the said parties to these presents have hereinto set their Hands and Seals the day and year first before written.

Signed sealed and delivered by the within named
Sir George Jerningham Bart
In the presence of us
Samuel Jones Clerk
John Clarke
(all of) Cossey

Transcribed: David Jones and Elizabeth Jones 2011.

Checked: David Jones 2011.

Source: Staffordshire Record Office: *Leases of wharf in Forebridge with plans 1814:*

Ref: D641/3/E/1/4/10
