

1885 LEASE (DATED 21 JUNE 1886)

This Indenture made the 21st day of June 1886 **Between The Right Honorable Augustus Frederick Fitzherbert Baron Stafford** of Costessy Hall in the County of Norfolk a person of unsound mind by **Basil Thomas** Fitzherbert of Swynnerton Park near Stone in the County of Stafford Esquire **The Right Honorable Simon Lord Lovat** of Brookes Club S^t James in the County of Middlesex the Committees of his Estate of the one part and **The Right Honorable Edward Richard Baron Hatherton The Right Honorable Arthur Baron Wrottesley** and **Henry Ward** of Wolverhampton in the said County of Stafford Esquire of the other part **Whereas** an Order dated the 30th day of March 1885 made in the Matter of the Lunacy of the said Augustus Frederick Fitzherbert Baron Stafford it was amongst other things ordered that these presents should be granted **And Whereas** these presents have been settled and approved of by the Masters in Lunacy as a proper Lease to be granted of the pieces or parcels of land hereditaments & premises hereby demised as appears by the signature of James Redford Buliver Esquire one of such Masters in the margin of the first skin & his signature and allowance in the margin of the second and last skin of these presents **Now this Indenture witnesseth** that for and in consideration of the yearly rent covenants conditions and agreements hereinafter reserved & contained by and on the part and behalf of the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns to be paid kept done and performed **He** the said Augustus Frederick Fitzherbert Baron Stafford as tenant in tail of the said pieces or parcels of land hereditaments and premises acting by the said Basil Thomas Fitzherbert and Simon Lord Lovat as such Committees as aforesaid in his name and on his behalf pursuant to the said recited Order **Doth** in pursuance & exercise of all powers enabling him in this behalf hereby grant demise lease & set unto the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns **All that** piece or parcel of land called Bridge Meadow fronting the Turnpike Road leading from Stafford to Weeping Cross adjoining the Bridge at the Green situate at Forebridge in the Parish of Castlechurch in the said County of Stafford containing by

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admeasurement 1^a. 3^r. & 16^p [*one acre, three roods and sixteen perches*] or thereabouts (be the same more or less) and now in the occupation of the said Edward Arthur⁽¹⁾ Baron Hatherton Arthur Baron Wrottesley and Henry Ward their assigns or undertenants and which said pieces of land is bounded on the North East by the River Sow on the East by the said Turnpike Road on the South by buildings and land belonging to the said Lord Stafford and the Commissioners of Sewers and on the West by land now or late belonging to M^r Webb and is delineated in the Map or plan drawn on the back of the second skin of this Indenture and thereupon colored Green **And also all that** narrow strip or parcel of land now covered with water and used as a Basin to the Wharves & shown on the said plan **And also All that** other narrow strip or parcel of land now used as a Towing path to the River Sow containing by admeasurement 22 perches & which said last mentioned two narrow strips of land lie between the said piece of land called Bridge Meadow now used as Wharves and the River Sow and are also delineated in the said Map or plan **And also All that** other narrow strip or parcel of land adjoining the said River Sow now also used as a Towing path to the said River commencing at the letter **A** and extending from thence on the

Northern Side of the said River to the letter **B** both marked on the said Map or plan **And also All that** other narrow strip or parcel of land adjoining the said River now also used as a Towing path to the said River commencing at the said letter **B** and crossing the said River and extending from thence on the South side of the said River to the letter **C** also marked on the said Map or plan **And also All that** other small plot or parcel of land now covered with water forming part of the River Penk and over which is erected a Horse Bridge marked on the said Map or plan with the said letter **C** and extending thence across the said River Penk on the Northern side thereof to the point marked on the said plan with the letter **D** **And also All that** other narrow strip or parcel of land adjoining the said River Sow now also used as a Towing path to the said River commencing at the said letter **D** and extending from thence on the South side of the said River Sow to the letter **E** also marked on the said Map or plan **And also all that** other piece or parcel of land containing 0^a. 3^r. 3^p [*zero acres, three roods and three perches*] or thereabouts commencing at the said River Sow at the said letter **E** and extending from thence to the Staffordshire and Worcestershire Canal at a point also marked on the said Map or

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plan with the letter **F** and coloured thereupon Green and such piece now forms part of a branch Canal and towing path and Embankment thereto & on part whereof is erected a Lock & which said piece of land is now in the possession of the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward and is part of a certain Meadow formerly purchased by the late George William Lord Stafford ~~then Sir George William Lord Stafford~~ then Sir George William Jerningham Baronet of and from John Box Esquire & is situate in the parish of Baswick or Berkswick in the said County of Stafford **Together** also with full & free liberty power authority and privilege of conveying coals lime goods wares merchandize produce and other articles matters and things in boats barges & other vessels upon the said River Sow and the River Penk or either of them to & from the place where the said water communication is made between the said Rivers & the said Staffordshire and Worcestershire Canal to and from and into the said piece or parcel of land called Bridge Meadow & the Basin adjoining thereto **And also All that** the right of & the free & uninterrupted navigation by Boats Barges & other Vessels in upon and through the said Branch Canal now made in upon or over the land of the said Augustus Frederick Fitzherbert Baron Stafford for the purpose of facilitating the navigation as well ... of the said River Sow as of the River Penk or either of them by connecting the same with the said Staffordshire and Worcestershire Canal **And also** the full & free liberty right power and privilege of widening the banks of the said River Sow or both or either sides thereof & of repairing & amending the same & of scouring deepening and opening the said River Sow and the Bed Banks and sides thereof and of laying the soil upon the sides or banks of the said River doing thereby as little damage as may be to the grass there growing or being and making reasonable compensation for all damage occasioned thereby **And also** the liberty right power and privilege of using a Towing path of the breadth of 12 ft upon & over the lands of the said Lord Stafford in & upon the Embankment there adjoining to the said Rivers Sow and Penk hereinbefore described **Together** with all other rights privileges advantages and appurtenances whatsoever to the hereditaments & premises hereby intended to be granted and demised belonging or in anywise appertaining **To have and to hold** the said lands hereditaments liberties rights powers and

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privileges and other the premises hereby granted & demised or intended so to be with their and every of their appurtenances unto the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns from the 25th day of March 1885 for & during & unto the full end & term of 21 years from thence next ensuring and fully to be complete and ended **Subject** nevertheless to the proviso hereinafter contained **Yielding and Paying** therefor yearly & every year during the said term hereby granted the clear yearly rent or sum of £120 Sterling by equal half yearly payments on the 29th day of September & the 25th day of March in every year the first half yearly payment thereof to be made upon the 29th day of Sept^r. 1885 or on completion of these presents without any deduction or abatement whatsoever for taxes or otherwise howsoever save as in these presents is mentioned. **And** the said Edward Richard Baron Hatherton Arthur Baron Wrottesley & Henry Ward for themselves respectively and for their respective heirs executors & administrators do hereby covenant promise & agree with & to the said Augustus Frederick Fitzherbert Baron Stafford his heirs and assigns **That** they the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward or some or one of them their or some or one of their executors administrators or assigns shall & will well and truly pay or cause to be paid unto the said Augustus Frederick Fitzherbert Baron Stafford acting as aforesaid his heirs & assigns the said yearly rent or sum hereinbefore reserved and made payable on the days & in manner hereinbefore expressed without any deductions or abatement whatsoever for taxes or otherwise howsoever save as in these presents is mentioned **And also** that they the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns shall and will well & truly pay bear & discharge all & all manner of taxes levies rates assessments & impositions whatsoever which now are or during the continuance of this demise shall be taxed levied rated assessed or imposed upon or payable by the Tenant or occupier for or in respect of the said hereby granted and demised lands hereditaments liberties rights powers privileges and other the premises or any of them by authority of Parliament or otherwise howsoever save and except land tax and the property or income tax whether already imposed or hereafter to be imposed upon the said premises hereby intended to be demised or upon any part or parts thereof **And also** that they the said Edward Richard Baron ...

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Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators or assigns shall and will during the term hereby granted permit and suffer the said water communication to be and remain open except at such time or times as the same shall be under repair or being cleansed and to be used by any person or persons whomsoever at his and their free wills & pleasure for the purpose of conveying coals lime articles commodities matters & things along the same but subject nevertheless to every person so using the said water communication paying to the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators or assigns or to other the person or persons legally entitled thereto the tonnage dues imposed or to be imposed for the right and privilege of using the said water communication and navigating boats barges or other vessels along or over the same **And further** that they the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators or assigns shall and will during the said term hereby granted at their own proper costs and charges maintain preserve and keep the embankments now used as a Towing path as aforesaid and any

part thereof in good order repair and condition and not in any way or manner howsoever permit or suffer the same or any part thereof to be reduced below the present level 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 40th year of the reign of His Majesty King George the Third 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 hereby granted 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 & authorities contained in the said Act of Parliament or in any other 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 lands of the said Augustus Frederick Fitzherbert Baron Stafford his heirs or assigns **And further** that they the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors

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administrators or assigns shall and will at their own costs and charges keep and maintain the Lock and Canal made upon the said lands so purchased by the said late George William Lord Stafford from the said John Box and the fences to the same and maintain & keep in good order and repair all such Bridges as are now or at any time hereafter shall be erected over any part of the said Canal by the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators or assigns for the purpose of conveying hay grass or other produce and cattle to and from the lands adjoining thereto and at the end expiration or other sooner determination of the said term hereby granted leave and yield up unto the said Augustus Frederick Fitzherbert Baron Stafford his heirs or assigns in such good order & repair all & every the said Lock wharves and Basin and all erections and buildings of what nature or kind soever which now are erected or being in or upon the said premises hereby demised to & for his & their own use & benefit without any compensation or equivalent being paid or required for the same **Provided always And these Presents are upon this condition** nevertheless that if the said yearly rent or sum of £120 hereinbefore reserved and made payable or any part thereof shall be behind or unpaid wholly or in any part by the space of 20 days next over or after either of the said days or times whereon the same is or are hereinbefore reserved or made payable (being first lawfully demanded upon or at any time after the said twenty days and not paid when ... demanded) and no distrejs or distrejses can or may be found had or taken upon the said hereby demised premises sufficient to pay and satisfy the same or if the said Lessees commit any breach of any of the Covenants herein contained then & from thenceforth it shall & may be lawful to and for the said Augustus Frederick Fitzherbert Baron Stafford his heirs or assigns into & upon the said hereby demised premises or any part thereof in the name of the whole to reenter & the same to have again repossess and enjoy as in his or their former Estate or Estates and the said Edward Richard Baron Hatherton Arthur Baron Wrottesley & Henry Ward their executors administrators and assigns & all other occupiers of the said demised premises or any part thereof thereout & from thence utterly to expel put out & amove & thenceforth the term hereby created & the liberties rights powers & privileges hereby granted and every one of them shall cease determine & be void

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to all intents & purposes anything herein contained to the contrary thereof in anywise notwithstanding **Provided also 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 Edward Richard Baron Hatherton Arthur Baron Wrottesley & Henry Ward or any or either of them their or any or either of their executors administrators or assigns 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 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 Augustus Frederick Fitzherbert Baron Stafford his heirs or assigns or his or their tenants or other person or persons by or with his or their license or permission from fishing in the said Rivers or either of them or from using or employing the waters thereof for the Conveyance of any Coal lime goods wares merchandize or produce or other articles matters and things in boats barges or other Vessels (he or they paying the tonnage dues imposed or to be imposed as other persons are liable to do) or for irrigating the meadows or other lands of him the said Augustus Frederick Fitzherbert Baron Stafford adjoining the said Lock or Canal or otherwise in such manner & for such reasonable purposes consistent with this present Lease or demise as he or 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 barges or other vessels whether laden or unladen as may be employed thereon & so that the navigation of the said Rivers be not by him or them obstructed or impeded anything herein contained to the contrary notwithstanding **And** the said Augustus Frederick Fitzherbert Baron Stafford acting by the said Basil Thomas Fitzherbert and Simon Lord Lovat as such Committees as aforesaid for himself his heirs executors administrators and assigns doth hereby Covenant promise and agree to and with the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns **That** they the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators and assigns 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 & every the Covenants provisoes & agreements herein

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contained which on their parts or behalves 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 & quietly have hold occupy possess & enjoy the said lands & hereditaments liberties powers rights & privileges & other the premises hereby demised & granted for & during the said term hereby granted without any let suit trouble denial eviction interruption or disturbance of from or by the said Augustus Frederick Fitzherbert Baron Stafford his heirs assigns or of from or by any person or persons whomsoever **Provided always And it is hereby agreed and declared** between & by the said parties hereto that it shall & may be lawful to & for the said Edward Richard Baron Hatherton Arthur Baron Wrottesley and Henry Ward their executors administrators or assigns at the expiration of the first seven or fourteen years of the said term of 21 years on giving notice in writing of such purpose and intent to the said Augustus Frederick Fitzherbert Baron Stafford acting as aforesaid his heirs & assigns at least six calendar months before the expiration of such 7 or 14

years to determine & make void these presents & the said term hereby granted anything herein contained to the contrary thereof notwithstanding

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Hatherton (LJ) Wrottesley (LJ) Henry (LJ) Ward

Signed Sealed and delivered by the within named Arthur Baron Wrottesley in the presence of

George B. Brodie M.D.

3 Chesterfield St W:

Signed Sealed and delivered by the within named Edward Richard Baron Hatherton and Henry Ward in the presence of

John Neve

Solicitor

Wolverhampton

Transcribed: David Jones 2012.

Checked: David and Elizabeth Jones 2012.

Source: Staffordshire Record Office: *Copy counterpart lease of land and basin being part of the River Sow. Lord Stafford to Lord Hatherton, Lord Wrottesley and Henry Ward. Date 1886.*

Ref: D1323/O/4/3/2.

Note

(1) The Solicitor's Clerk erroneously referred to 'Edward *Richard* Baron Hatherton' as 'Edward *Arthur* Baron Hatherton'.
