

28th July 1805

Charles Harrison Esq

to

Mr William Burton

**Lease of a Farm at Wreningham for
nine years from Michaelmas 1805
at £.... Rent**

Copy of a Lease

This indenture made the second day of July in the forty fifth year of the reign of our Sovereign Lord George the third by the grace of God of the united Kingdom of Great Britain & Ireland King, Defender of the Faith. And in the year of our Lord one Thousand eight Hundred & five Between Charles Harrison of Wortham in the County of Suffolk Esquire of the one part & Wm Burton of Wreningham in the County of Norfolk, farmer of the other part, whenceforth, that the said Charles Harrison and in consideration of the yearly Rents, hereafter reserved to be paid & of the Covenants & Agreements hereinafter mentioned on the part of the said Wm Burton his Executors & Administrators to be observed & performed. Hath demised, leased & to farm letten, and by these presents doth demise, lease & to farm let unto the said Wm Burton his Executors & Administrators, all that Messuage, tenements or Farm House of him the said Charles Harrison situate & being in Wreningham aforesaid with the Houses, outhouses, Edifices, Buildings, barns, stables, yards, gardens, orchards, Lands, Meadows, Pastures, & feeding Grounds, hereditaments & Appurtenances whatsoever to the said Messuage & Farm belonging or in any wise appertaining or therewith or lately used, held, occupied & enjoyed containing together by Survey Two Hundred & Twenty Six acres and Seventeen Perches as the same Farm & premises are now in the Occupation of the said Wm Burton his Assigns or Undertenants, And also all those two pieces of Land lying in Wreningham aforesaid containing together by Survey nine acres, two Perches, two Roods & one Perch now in the Occupation of Thos Burton, And also that other piece of Land lying in Wreningham containing by Survey four Acres two Roods, three Perches now in the Occupation of James Dawes.

And also all that Cottage or Tenement with the Appurtenances to the same belonging or situate or being in Wreningham aforesaid, as the same is now

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... in the Occupation of Wm Burton or his undertenants (except & always reserved out of the demise and Lease unto the said Charles Harrison his heirs and Assigns two pieces of Land containing together thirteen Acres and Eighteen Perches agreed to be let to Thos Burton and except all and all manor of Timber, Timber Trees, Pollard and other Trees Wood Underwood, Bushes & Thorns which now or at any time during the continuance of this demise, shall be standing, being or growing upon the said demised premises or any part thereof (other than Bushes, Thorns & Stakes necessary for fencing & stuff to be taken & used for repairing the Farm belonging to the said Farm in an husbandry manner and the firewood hereafter agreed to be allowed to the said Wm Burton his Executors or Assignors) with full liberty of ingress & egress & rights to and for the said Charles Harrison and his heirs and Assigns & his & their Agents and Workmen at all times using this demise to fell, stub or cut down, convert & with Horses, carts & carriages, or otherwise take away and carry away the said excepted Timber, Wood & Bushes at his & their wills, & pleasures, and also to see and view the state and condition of the said demised Premises, and to repair and ament the same as often as occasion shall require. And for that purpose to bring, layout & contrive materials & to dig & make sawpits upon some proper and convenient Parts thereof. & also to hunt, hawk fish and fowl over & upon the said demise & premises & for all other lawful & reasonable occasions whatsoever at his & their wills & pleasures doing as little hurt or Damage to the Corn & Grasses there growing as can or may be. To have & to hold all such part & so much of the said Messuage, Cottages, Farm, Lands, Tenements, hereditaments & premises (except as before excepted) as are or be Freehold or Charterhold & not Copyhold with there appurtenances unto the said Wm Burton his Executors & Administrators from the eleventh day of October next ensuing for and during the full end & term of Nine years from there forth next ensuing and fully to be complete & enabled. And to have & to hold all such part & so much of the said Messuage, Cottage, Farm, Lands, Tenements, & premises (except as before excepted) with their appurtenances as are or to be Copyhold ort customary Tenure unto the said

... Wm Burton his Executors or Administrators from the said eleventh day of October now rent ensuing. For and during the full and Term of one whole year and so from thence from year to year until eight years more shall be fully ended, expired and determined. If the Lord or Lords of the Manor or Manors whereof the same are, or beholden shall thereto consent and agree and so as the same may be so Seldom without forfeiture and not otherwise, yielding & paying therefore yearly and every year during the said Term of Nine Years unto the same Charles Harrison his heirs and Assigns, the yearly Rent or Farm of 250£ of lawful money of Great Britain by equal half yearly payment on the sixth day of April & the eleventh day of October on every year at even the Dwelling House of the said Charles Harrison situate in Wortham aforesaid except the last half year Rent of the said Term which shall & as hereby agreed to be paid on the twenty first day of August next and immediately preceding the determination of this demise, at or in the place of payment aforesaid, And also yielding & and paying unto the said Charles Harrison his heirs or Assigns. The further yearly rent or sum of Ten pounds of like lawful money for every acre & so in proportion for a less Quantity of the Meadow or old Pasture Ground hereby demised, which shall at any Term or Terms during the demise be ploughed broken up or converted into Tillage by the said Wm Burton his heirs Executors or Administrators without licence in writing of the said Charles Harrison his heirs or Assigns. And also the further Yearly Rent or sum of Ten pounds of like lawful money for every acre so in proportion for a like quantity of the arable Land hereby demised, which shall at any Term during this demise be ploughed, sown or cropped now or out of cause or not summer tilled or summer laid contrary to the Covenants hereafter for that Pasture contained, the first payment of such last mentioned Rents to begin & be made upon such of the said Days of Payments of the aforesaid yearly rent of 250£ as shall first and next happen after the respective Terms such Meadows or Pasture Ground shall be broken up or converted into Tillage & such arable Land shall be so ploughed, sown or cropped now or out of cause or not summer tilled in due Term as aforesaid and continue to be paid from thenceforth yearly & every year during the harvests due of the said Term of nine years as are of Rent over & above the said yearly rent of 250£ by equal half yearly portions on the days & at the place the same is hereby made payable

.... Provided Always nevertheless that if the said several yearly rents hereby reserved or any of them or any part thereof shall be behind or unpaid to the said Charles Harrison his heirs or Assigns by the space of forty days next after any of the said days of payment whereon the same ought to be paid as aforesaid although not demanded, or if the said Wm Burton his Executors or administrators or any of them shall depart with possession of the said demise & premises or shall demise let or assign over the same or any part thereof (excepted the said Cottage which he or they may let off to any undertenant undertenants) for all or any part of the said Term to any person or persons whomsoever without the licence & consent of the said Charles Harrison his heirs or assigns in writing for that purpose firsthand & obtained there & in any other of the said leases happening it shall & may be lawful to & for the said Charles Harrison his heirs and Assigns or any of them into the said demise premises every part thereof the names of the whole to rener & the same to have again repossession and reenjoy, as his and their Estate, & right anything herein before contained to the contrary thereof in anywise notwithstanding. And in the said Charles Harrison doth for himself his heirs and assigns, covenant, promise & agree to and with the said Wm Burton his Executors and administrators by these presents in manner following (that is to say) that for the said Charles Harrison his heirs and assigns shall & will keep and maintain all the Houses & Buildings hereby demised in good attainable repair during the said Term (except the Glass & Lead of the windows thereof & those of broken by Storms or Tempests, straw for thatching, Carriage of Materials & Workmens Allowances, Beer & except such damages as shall be done to the said demised Buildings by the useful default or negligence of the said Wm Burton his Executors or Administrators or his or their Workmen, Servants, Cattle, Guests or farmers all which hurts or damages so to happen, he the said Wm Burton doth hereby for himself, his executors & administrators covenant promise & agree to repair and make good again, as soon as can be after the doing thing). And also that he the said Charles Harrison his heirs and assigns shall and will yearly during the said Term on or before the twenty fifth day of March on every year upon signest appoint set out & allow upon the said Farm unto the

..... said Wm Burton his Executor or Administrators so much Topwood or underwood or old decaying Trees as shall be worth the Sum of Seven pounds to be had cut & taken by those & them, when the same shall be set out for & towards his & their fuel, provided that no Topwood shall be taken in the last six years of the said Term of less than six years growth & that such firewood be burnt & consumed on the said demised premises & not elsewhere. And also that ... the said Charles Harrison his heirs or Assigns shall & will at all reasonable Times during this demise set out & show upon request to & for the said Wm Burton his Executors or Administrators rough Timbers, Wood, underwood, stakes, Thorns & Bushes sufficient & necessary for him or them to maintain & keep in repair the Gates Lifts, Posts, Poles, Rails, Battens, Styles, Bridges, Hedges and Fences of the Premises during the continuance of the demise. And the said Wm Burton doth for himself his Executors & Administrators covenant promise & agree to and with the said Charles Harrison his heirs and Assigns by the presents in manner following (that is to say) that he the said Wm Burton his Executors or Administrators some or one of them shall & will yearly and every year during the said Term of New Year well & truly pay or cause to be paid unto the said Charles Harrison his heirs or Assigns the said Yearly Rent or Sum of 250£ and the several other reserved Rents (of the same shall become payable) at the several Days times & places and in such sort, manner & form as is herein before mentioned for payment thereof according to the true intent & meaning of these presents. And also shall & will during this demise levy & collect the Lords rents or Quitrents of the manor of Wymondham & all other rents which of right ought to be levied and collected of the said Charles Harrison his heirs or Assigns for or in respect of his or their being owners or proprietors of all or any Part of the said demised Lands and Premises when & so often as the same shall come in course to be levied & collected by the owner or Occupier of the same during this demise without being allowed anything for doing being provided with a proper rental for that purpose by the said Charles Harrison his heirs or Assigns. And also shall dwell keep & maintain all the Glass & Lead of the windows belonging to the said demised premises except those broken by Storms or Tempests and also the going gears of the Pump and all the Gates, Posts, Poles, Rails, Lifts, Stiles, Hedges, Ditches, Bridges, Drains & fences

.... whatsoever belonging to the said Farm & Premises the Houses the Gateways & mouths of the Ponds good atenantable repair & condition during the continuance of this demise & Irons & nails necessary for the same, In such repair & condition shall & will leave & layed up the same at the end of expiration thereof he or they being allowed rough Timbers, thorns & Bushes on the premises necessary for the doing thereof. And also that he the said Wm Burton his executors or administrators shall & will from time to time fend and provide all such straw as shall from time to time during the said Term be necessary for Thatching and daubing the Buildings hereby demised & a Horse to tread the Clay with. And also the carriage of such Materials as shall be wanted for repairing and amending the same not exceeding the distance of ten Miles from the said premises & also customary Beer to the workmen employed in doing such Repairs without any allowance therefore. And also that he the said Wm Burton his Executors or Administrators shall & will yearly & every year during the continuance of the demise do or cause to be done in a proper and husband like manner Eighty Rods of Ditching and Banking somewhere about the said demise & premises where most wanted by cutting up the Fence & raising a good strong Bank & setting a strong hedge thereon & by making the Ditches five feet wide at the top three feet and a half deep perpendicularly & eighteen inches wide at the Bottom & shall & will pay to the said Charles Harrison his heirs & assigns the sum of 5 shillings a Rod for every Rod deficient or short of the said Eighty Rods in every year as an increase in Rent over and above along with the next Payment the said reserved Rent. And also that he the said Wm Burton his Executors or administrators shall not nor will at any time during the maintenance of the demise plough, break up or convert into Tilth or Tillage any of the Meadows or old Pasture Grounds hereby demised Premises than now or hath usually been in Tilth & shall not nor will plough or dig up any of the Borders nor mound up any of the Banks nearer to the spring then three feet but shall and will pay to the said lessor his heirs or assigns Ten Shillings a Rod for every Rod which shall be so dug or mounded contrary to the covenant as an increase of Rent over & above & along with the next payments of the said reserved Rents. And off the arable Lands hereby demised shall not nor will take more than two Crops of Corn or Grain without making a clean Summer tilth with three clean ploughings and a sow the first of the said clean ploughings to be done on or

.... before the first Day of February but it is agreed between the said Parties to these Presents that Turnips will be the same stand for Seed & Clover of the Seeds were sown with the first Crop of Corn next after a clean Summer tilth for Turnips & Tarps or Vetches if sown immediately after the first crop of Corn next after the Summerland & mown for green flower shall not be deemed crops. And that Beans & Peas if set or sown on land from whence a Summerland crop or Corn was next before taken & such Beans or Peas twice well hoed & the land cleaned in a husband like manner shall not during the first six years of the said Term be deemed a crop, but that Clover if sown with the second crop of Corn after a Summer tilth & Tarps or Vetches if sown after a second crop of Corn next after a Summer Tilth & if sown after the first Crop of Corn next after a Summer Tilth and saved for seed shall be deemed Crops. Also that of Peas & Beans are sown or set after a second crop of Corn next after a Summerland, or if sown after a first Summerland Crop and the same are not hoed and cleaned as aforesaid they shall be deemed Crops during the first six years and shall in all cases be deemed a Crop during the last three years of the said Term. And also that whenever two Crops of Corn or Grain are taken after a Clover or other Layer, although the Land so cropped shall have been laid down with a Sommerland Crop of Corn, the same shall be deemed to be their cropped. And also, shall & will on or before the tenth day of June in the last year of the said Term yield a resign up to the said Charles Harrison his heirs or assigns or the incoming tenant, Thirty acre parcels of the said demised arable lands as shall come in course that year for Summertilth, ploughed in three clean Earths and a sow in a husbandry manner, the first Earth to be given before the first day of February in such last year & shall & will permit & suffer him or them to have liberty on ingress egress and regress to & from the same, from that Corn to plough, sow or carry muck thereon or otherwise manage the same as he or they shall think proper fee being paid & allowed for Ten Acres paid thereof, at the rate of Forty Shillings an acre. And also shall & will at the end of the said Term, leave & resign up to the said Charles Harrison his heirs or Assigns thirty acres, other parcel of the said demised Arable Lands, a Clover, Rye grass or trefoil Stubble of one Years having been sown with the first Crop next after a clean Summertilth for Turnips, fee being paid & allowed for Twenty Acres part thereof the sum of twenty shillings per acre. And also shall & will in the last year of the said Term, sow Thirty Acres at least part of the said Arable Lands with Summercorn & shall

... & will permit & suffer the said Charles Harrison his heirs or assigns or his or their succeeding Tenant to sow Clover Grass Seeds on Thirty Acres of such Land so to be sown with Summercorn & shall & will give previous notice to him or them of the time of sowing such Corn & shall & will harrow the seeds therewith, & shall not spoil or damage the layer thereof after the Corn shall be reaped therefrom, but do his & their best endeavours to preserve the same from damage without any allowance for the same. And also, that he the said Wm Burton his Executors or Administrators shall & will yearly & every year during the first eight years of the said Term, spend & consume with his or their Cattle upon some parts of the said demise Lands where most needful all the Hay, Straw (except such Straw as shall be wanted for repairs) stored & Turnips which shall grow, arise & be made thereon during that Term & the Straw, Chaff or Cooler[?] which shall arise from the Corn grown on the said premises in the last year of this demise shall & will leave & deliver at the Barn Door in as good condition as the preceding Harvest will admit of, to and for the use of the said Charles Harrison his heirs & assigns or the incoming Tenant, he or they paying or allowing unto the same Wm Burton his Executors or Administrators for the threshing & dressing of the said Corn at the rate of one shilling and six pence per Comb, for the winter Corn arising therefrom, but not less than 20 Combs at a time except the last going to any place or places not further distant from the said Farm than ten Miles. And also shall & will at the expectation of the demise leave all the Hay & Clover of the last years growth carefully stacked upon the premises to and for the use of the said Charles Harrison his heirs or assigns or incoming Tenant, he the said Charles Harrison hereby agreeing that he his heirs or assigns or the incoming Tenant shall & will pay to the said Wm Burton his executors or administrators for the same what two indifferent persons are to be chosen by each of the said parties hereto shall value the same to be worth. And also shall & will carry, lay, spread & bestow upon some Part of the said Farm & Lands where most needful all the Muck, Dung, Manure & Compost which shall arise & be renewed thereon during the first eight years of the said Term. And the Muck & Manure which shall arise and be renewed thereon the last year of the said Term shall & will leave in the Yards or some other convenient Place belonging to the said Farm turned

..... up in Heaps in a Husbandry Manner on or before the fifth day of April in such last year to and for the use of the said Charles Harrison his heirs or assigns or his or their succeeding Tenant with free liberty for him or them from that Time to take and carry such Muck onto the Summerlands herein before covenanted to be resigned up without any allowance for the same. And lastly it is hereby declared & agreed by and between the said Parties hereto that the said Wm Burton his executors & administrators shall & will lay, stack & place the Barns and Stackyards hereby demised all the crops of Corn & Grain which shall grow on the said Farm Premises in the last year of this demise & shall thresh and dress the same there & for that purpose it shall & may be lawful to and for the said Wm Burton his Executors & Administrators to have the use & liberty of the said Barn & Stackyards until the 12th day of May next after the expiration or sooner determination of this demise with free liberty of Ingress, Egress & Regress to and from the same to thresh dress & carry out the said Corns. In Witness whereof the Parties above named have these presents interchangeably set their Hands and Seals the Day & year just above written.

Charles Harrison

Wm Burton

A true copy

Wm Burton