1619 Indenture Between the Earl of Cumberland and his servant Richard Hughes whereby the Earl lets Rylstone Hall and other properties and land in Rylstone to Richard Hughes

This indenture transcribed into current English from a paper copy kindly provided by the Bolton Abbey Archivist. Bolton Abbey Archivist has given permission to publish this version.

Key [ ] word is missing from transcription as cannot be deciphered with certainty.

**This Indenture** made the Twentieth day of March in the years of the reigne of our Sovereign Lord King James by the grace of god of England France & Ireland defender of the faith for the seventeenth year and of Scotland the three and fifteth **Between** the Right

Honorable Francis Earl of Cumberland Lord of the Honor of Skipton in Craven Lord of Westmorland Viscount Vescy Atton and Bromflete of the one party **And** Richard Hughes servant to the said Earl of the other party **witnesseth** that the said Earl for and in consideration of the sum of four

hundred twenty and five pounds of lawful English money to him the said Earl by the said Richard Hughes before then sealing and delivery hereof twenty paid The receipt whereof the said Earl doth hereby acknowledge and thereof doth freely and clearly release and acquit the said Richard Hughes

his executors and administrators by these presents **hath** demised granted and to farm letten and by these presents doth demise grant and to farm lett unto the said Richard Hughes his executors and assignes **All** that Capital messuage or Manor house called Rilleston hall in Rilleston in the county

of York And all the other houses buildings Courts backside gardens orchards and waste grounds there unto adjoining And the several closes and parcells of the desmene land of the said Capital messuage in Rilleston aforesaid here under named that is to say one close now used as pasture ground called the

Viners and orchard One close of meadow called the Slater Close and close of meadow called Longlands one close of meadow or pasture called midward close one other close of meadow called Lady Holme one other close of meadow Snell close one close of pasture ground called Orntchinclose and other these of

meadow or pasture grounds called Sealegreene and other close of pasture ground called Midleskue All with said messuage and premisses now in the tenure or possession of the said Richard Hughes his assignee or assignees **And** also all that parcell of moss or turbary called the hall moss lying and being in & upon

the close [ *paper folded difficult to read*] and waste of Rilleston aforesaid with and heretofore reserved used or enjoyed to and with the said Capital messuage or manor house **And** all ways paths waters watering places liberties freeledge profitts and commodities whatsoever to or with the said manor house heretofor enjoyed as parcell

**And** also common of pasture with in upon and throughout the common moors fields grounds waste & waste grounds of Rilleston aforesaid in a large manner and beneficial sort as any former Tenant or Farmer of the said Capitall messuage demeyne lands hereby demised have hereto for had and used for or in respect

therefore **And** also all and every such yearly boons served and worked of the Tennant of the said Earl within the Manor or Lordship of Rilleston aforesaid as have heretofor of right and custom been due and done by them or any of them to the Lord or former of the said Capitall messuage or manor house out of or for

or in respect of their several tennants or any of them in anywise **And** the said Earl for the consideration aforesaid hath further demised granted and to farm letten and by these present doth demise grant and to farm let unto the said Richard Hughes his executors & assigns all the tithe of corn, sheaves and grain

yearly growing happening coming or renewing within the said whole Manor of Rilleston and his fields territories and precinct thereof And all ways paths easements proffits and commodities of the same or thereunto belonging or heretofore used and enjoyed as parcell thereof and now also in the possession

or enjoyed by the said Richard Hughes or his assigns **Except**  and always reserved out of this present demise unto the said Earl and his heirs Free warren and chase and liberty for fishing fowling hawking and hunting in and upon the premises in reasonable manner And all ways & estrayes hawks & eyries

of hawkes woods and Timber trees mines quarries coalpits and other royalties whatsoever happening or being in and upon the demised premises And liberty for the officers and keepers of the said Earl and his heirs of the Manor of Rilleston aforesaid for the time being to walk and range in over or upon the premises

for viewing chasing and driving in of deer that shall happen to come there upon and for preservation of the woods and seizing taking up and carrying away of the said [wayves] and estraye\* and hawks and other casual profit that there upon shall happen so always as no wilful spoil nor hurt in the said grounds or the

fence therof be thereby done or comitted **To Have and to hold** the said Capitall messuage or manor house the said several closes of meadow and pasture the said commons moors mosses tree berries boones and service The said Tithe of corn sheaves and grain and all and singular other the premises \*\*

above herein mentioned to be demised with their appurtenances except before excepted unto the said Richard Hughes his executors and assignes from the date of these Indentures during and unto the end of Four score & ninteen years from thence next following if John Hughes Henry Hughes & William Hughes

sons of the said Richard Hughes or any of them so long so long live **yeilding** and paying therefore yearly during the said term unto the said Earl his heirs and assignes the rent of thirty seven pounds seven shillings eight pence of lawfull English money that is to say for the said capitall messuage premisses thereunto

belonging Thirty five pounds seven shillings eight pence and for the said tithe corn forty shillings at the Feast of the Annunciation of the Blessed virgin Saint Mary and Saint Michaael the Archangel by the above equal portions **And** the said Richard Hughes for him his executors administrators and assignes doth Covenant

promise and grant to and with the said Earl his heirs and assignes by these presents in manner and form following That is to say he the said Richard Hughes his executors administrators and assignes shall and will from time to time and at all times during the term aforesaid do sute and service at and to the Court & Courts

of the said Earl his heirs and assignes to be holden at or for the said Manor of Rilleston upon reasonable sumons and warning And shall be ordered [..] punished and amerced in and by the said Court & Courts and the steward and homage there for the time being and distrains and levy and satisfaction made by sale of distress

of and for the same amercement and be subject and liable to such paynes by lawes and orders as from time to time during the said term shall be set down and by the homage of the said Court and by the bylawmen of the said Manor **And** shall during the said term grind or cause to be ground all such corn

grain as shall be spent in and upon the demised premisses at the mill of the said Earl his heirs or assignes already built or hereafter to be built within the said Manor And shall pay such multure Toll and allowance for grinding thereof as heretofore hath been used at the mill of the said Manor **And**

**Shall** yeild do and perform to the said Earl and his heirs. All such free rent Wapentake fines [*Castle hews foster oates Bayliffe oates* ] sute to court at Skipton and other boones customs duties sute and service as by any former tennent occupier or occupiers of the demised premisses

hath been yielded done or performed for or in respect of or out of the premisses in any wise **And** also well and sufficiently [….] and unto the end of the said term repaired maintained and uphold the houses and all other the demised premisses in all manner of needful reparations at his and their own

[*prox*] costs and charges having sufficient timber and wood for houseboote, hedgeboote , plowboote, wayneboote, carteboote and gateboote allowed and to be assigned and sett forth by the woodwards and officers of the said Earl his heirs and assigns for the time being as need shall require **And** shall yearly plant and sett

in and upon the premisses or some part thereof five young of eitherElms or Oaks and to the best of his and their powers preserve the same from wind and weather and spoil of cattle **And** shall not during the said term cut down waste or spoil any of the underwood of the demised premisses other than for

necessary hedgeboote and fences to be made of the premisses as hath been accustomed **And** shall not during the said term do nor consent to the doing of any harm to the deer game or woods of the said Earl his heirs or assigns but be of good behaviour towards the same other than by putting the same deer out of the

meadows and cornfields parcells of the premisses **Nor** shall taverne lett or sett the premises or any part thereof or his or their interest or any part thereof therein past or present for any longer time than five years now next ensuing without the consent of the said Earl or his heirs **And** it is covenented and agreed that it shall be lawful

to and for the said Earl his heirs and assignes at their wills and pleasure to fell cut and carry away any wood or timber standing or growing in and upon the premisses and to dig for mines of lead coal metal or stone and the same in like sort to take carry away and convert to his and their own use And for the said Earl his heirs and assigns

his and their officers and keepers to have and use royalties , liberties and other things above reserved and excepted in the grant of the premisses according to the effect and true meaning of the same reservation and exception without denial lett or interruption **And if it** happen the said yearly rent of thirty seven pounds seven

shillings eight pence to be behind and unpaid in part or in all after either of the said feasts whereat the same as above limitted to be paid being lawfully demanded or if the said other rent boones customs duties suite forvit and other things or any of them or any amercements of courts shall appear to be behind or not performed paid and done as

the same are a bond reformed or covenented That then and from henceforth it shall and maybe lawful to and for the said Earl his heirs and assignes into all or any of the demised premises to enter and distrain for the same and the distress to take impound and keep until he or they shall be satisfied of and forth said rent boon and the customs duties

and court suite and services and other things and the arrears thereof if any be **provided** always and upon condition that if the said rent of thirty seven pounds seven shillings and eight pence or any part thereof shall appear to be behind unpaid to the said Earl his heirs or assigns by the space of forty days next after either of the fore said

Feasts being lawfully demanded then this present demise to be void and it shall and may be lawful to and for the said Earl his heirs and assigns into the demised premisses or any part therof in name of all toreenter and the same to have again reposses and hold as in his or their former estate anything in the indenture as contained to

the contrary nor withstanding **And the** said right honourable Earl for him his heirs , executors and administrators doth covenent and grant to and with the said Richard Hughes his executors and administrators by these present that he the said Richard Hughes his executors and assigns shall or lawfully may during all the term hereby

limited by for and under the exceptional rent reservations covenent agreement and condition herein a fore mentioned peacebly and quietly have hold occupy and enjoy all and every the demised presmisses with the appurtenances without the lawful let suite trouble eviction ejection denial or incumberence of the said arl or his heirs

and of every other person and persons lawfully claiming from by or under the said Earl his heirs or assigns and discharged or sufficiently saved harmless of all the rent which shall henceforth be due to the King Majesty his heirs and successors for forthof or in respect of the demised premisses and all incumberences which may happen for or

by reason of the same in any wise **And** the said Richard Hughes for him his executors and assigns doth covenent agree and grant from henceforth yearly to discharge satisfy and pay all such rent sums of money & payment as shall be due and payable to the preserve of the rectory of the parish church of Burnsall and

[*inton*] or any of them for further of or in respect of the tithe corn grain and sheaves above granted or any of them as heretofor hath been used and paid **In witness** wherof the parties above said to these Indenture set their hands and seals the day and year first above written

* : a stray domestic animal of unknown ownership