Indenture whereby Richard Preston of Kirby Lonsdale lets land and property to John Hyde and John Dickinson in Hetton and Rylstone for a yearly rent of eight pounds two shillings and sixpence for six years

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

*Transcribed from a photocopy of an original document in The North Yorkshire Archive Office Northallerton into current English*

*The North Yorkshire Archive Office kindly allowed the publication of the transcription*

**This Indenture** made the Eighteenth day of February

in the Fourth year of the Reign of our gracious Sovereign Lady Ann by the grace of God

over England Scotland France & Ireland Queen Defender of the faith *[Din]*.

Anno Domini 1705 **Between**

Richard Preston of Kirkby Lonsdale in the County of Westmorland ….. of the one part And John

Hyde & Joseph Dickinson both of Rylstone in the County of York Yeomen of the other part

**Witnesseth** that the said Richard Preston for & in Consideration of A certain Annual & Yearly

Rent hereafter in these presents mentioned **hath** Demised granted Leased & to [Farme]

letten And by these presents doth Demise grant Lease & to [Farme] let unto them the said John

Hide & Joseph Dickinson their Executors & Assigns **All** that one Messuage & Tenement

with all the Barns, Stables, & buildings to the same belonging All those two closes called &

known by the name of the higher closes One close called Lower Close and one garth called

the Calfe garth; And also all those Two Beast gates or Cattlegates of in & upon all the

Enclosed & Stinted pastures belonging to Hetton within the said County& Called Hetton Common

also Oxepasture, And also all other the Grazing and pasturing belonging the said Tenement

in upon & throughout all the Enclosed and stinted pastures belonging to Rylstone aforesaid

called Rylstone Moor & Rylstone Longhill All which said predemised

premises now are in the

Tenure & Occupation of the said Richard Preston his Tenants or Assigns, And are situate lying &

being within the Township & Territories of Rylstone & Hetton

aforesaid **And** also all & singular house

edifices, barns ,buildings, garths, gardens Tofts Crofts, Closes, Enclosures lands meadows Cattlegates commons Common

of pasture & Turbary & all & Singular other the profits & Commodities to the said premises belonging or in any wise

appertaining **To Have and to hold** the said Messuage or Tenement & all & Singular other the premises with the

appurtenances unto the said John Hide & Joseph Dickinson their Executors & Assigns from the five & twentieth day

of March next Ensuing the date hereof Unto the full end & Terms of six Years next ensuing & the

same to be fully Completed & so **yielding & paying** therefore yearly during the

said Term unto the said Richard Preston his Executors Administrators & Assigns or Some of them the Yearly Rent of Eight

pounds Two shillings & Six pence at the Feast of St Martin the Bishop in Winter And the first day of

May by equal portions, **But** if it happens the saidYearly Rent or any part thereof shall be unpaid by the

Space of Forty Days next after the said times of payment That then it shall be Lawful for the said Richard Preston his

Executors or Assigns or any of them into & upon the said premises to enter and distrain & the Distress there found to take detain and

keep According to Law until the said Yearly Rent with the interest if any be well and truly paid unto the said Richard Preston

his Executors or assigns **And** it is further covenanted amongst the said parties, That it shall be lawful for them the said

John Hide and Joseph Dickinson their Executors and Administrators to Demise or sell the said premises to any person or persons for and during

the Term to them demised without the Consent of him the said Richard Preston his Heirs or Assigns or any of..

them **And** it shall be Lawful for them the said John Hide and Joseph Dickinson their Executors or Administrators to

Surrender or & yield up the said premises to the said Richard Preston his Executors or Administrators at the end of Three

Years next ensuing In case they dislike of the same And the said John Hide and Joseph Dickinson or

further Covenant not to Sell or Dispose of any of the Dung or manure which shall be made of the

premises, But that all the Eddage growing upon the premises shall be [*toped*] on the

same In **Witness** whereof the parties above said to the parts of these presents interchangeably

have set their hands and Seals the day & year first above written

 his mark

John Hide Joseph Wilkinson

Herbage is the food animals

Erdage mediaeval French meaning is herbaceous plant especially grass or in law natural pasture of any piece of land as distinct from the land itself hence could be right of pasture