Indenture between The Earl of Cumberland and William Wallocke to rent the water corn mill in Rilleston

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

**This indenture** made the 20 day of March in the fifth year of the reign of our Sovereign Lord James by the grace of God King of England France and Ireland

Defender of the faith and of his Reign of Scotland the one and fortieth year **Between** The Right honorable Frances Earl of Cumberland Lord of the honor of Skipton

In Craven Lord of Westmorland Bromflett Vypoint and Vesci And GeorgeLyles Servant to the said Earl of the one party **And** William Wallocke of newhouses in Malham in the

county of the York yeoman of the other part. **Witnesseth**  that the said Right Honorable Earl and George Lieles for and in consideration of the sum of three score and six pounds

and thirteen shillings and four pence of lawful English money to the said Earl by the said William Wallocke before then sealing hereof truly paid the receipt where of the said Earl does hereby

Acknowledge and thereof doth acquit release and discharge the said William his executors and administrators **have** verified granted and to farme letten and by these present do demise

[ *word obscured*] lett unto the said William Wallock his executors and assigned **ALL** that the water corn mill in Rilleston in the said county of York commonly called Rillston mill

Now in the tenure of the said William and all waters water courses stanges\* damssoughes\* gates floodhatches ways paths waste wastegrounds liberties and priviledges

Whatsoever to the said mill

appertaining belonging or incident or therewith or for the same now rightfully used and enjoyed and all multers\*tolls service sute sokens\* duties customs profits and commodities whatsoever of all the

Freeholders Tenants & inhabitants of Rilleston aforesaid and Hetton in the said county

ether bound or lone soken as hath been accustomed and due to the said mill in any wise **To Have**  to

hold the said mill and all and singular other the premises above demised unto the said William Wallock his executors, administrators and assigns from the making hereof for and during the term of four score

and nineteen years there next ensuing if Henri Wallocke Francis Wallocke William Wallock sons of the said William Wallock or any of them so long shall live **yielding** and paying therefore

yearly during the said term unto the said Earl his heirs and assigns the yearly rent of three pounds of lawful English money at the feast of The Annunciation of the Blessed Virgin Mary

and St. Michael the Archangel by even portions **And The** said William Wallock for him his executors administrators and assigns doth covenant and grant to & with the said right honorable

Earl his heirs executors and assigns that he the said William Wallock his executors and assigns shall and will from time to time and at all times during the term aforesaid

do sute

and service at and to the court and courts of the said Earl and his heirs to be holden at and for the Manor of Rillston aforesaid upon reasonable summons and warning and shall

17ordered justified punished and [awtied]in and by the said court & the steward and homage there for the time being & distrained & levied & satisfaction made by the sale of distress\* of & for the

18. same [i*ndication*] as in such cases is used and shall yield and do to the said Earl and his heirs such boons customs duties sute and service as by any farm tenant or farm tenants or

farmers of the premises hereto hath been yielded or done and shall also well and sufficiently during and unto the end of the said term repair maintain and uphold the said miller

& all the named watercourses and other the premises in all manner of needful reparations great timber only excepted with the said Earl for him and his heirs hereby agreeth and covenenteth

upon presentation of the homage at any of the said courts upon there other of the decay of the said millue or want of Great Timber for the same to deliver .or cause to be delivered for the

necessary repair thereof And that he the said William Wallock his executors or assigns shall not during the said term do nor consent to the doing of any harm to the deer game.

or wood of the said Earl or his heirs, but be of good behaviour towards the same nether shall covenant lett or sett the said mill and premises or his or their interest therein to any person or persons

for any longer time or terme than five years now next ensuing without the consent of the said Earl his heirs or assigns **provided** always and upon condition that the said rent

of there premises or any part thereof shall happen to be behind & unpaid unto the said Earl his heirs or assigns by the space of 21 days next after ether of the said feast [been

lawfully demanded] then the present demise to be void and it shall and may be lawful to and for the said Earl & George Lylesand the heirs and assigns of the said Earl

into the said mill and all other the premises or any part thereof in name of all to re-enter and the same to have again & repossess as in the former estate any thing in this

Indenture

contained to the contrary in any wise not with standing **and the said** Right honourable Earl for him his heirs executors & administrators doth covenant and grant to & with

the said William Wallock his executors and assigns that he the said William Wallock his executors or assigns shall or lawfully may during all the term above limited by

for and under the rent [unreadable] covenant agreement & condition herin above mentioned peaceably and quietly have hold occupy enjoy receive perceive and take the said mill

and all other the premises without the lawful let sute trouble eviction erection or encumbrance of any person or persons discharged of all the rent which shall hereafter be due to the king

majesty his heirs and successors for forth of or in respect of the premises in anywise and that he the said William Wallock his executors and assigns shall and may during all the said

term when and so often as need shall require have and get stone and thatch within and upon the commons and moors of Rilston aforesaid for the necessary repairing and maintaining of

the said mill and the dams thereof And that the said Earl or his heirs shall not during the said term build or cause to be built any other corn mill or mills with in the manor or Lord

ship of Rilston or Hetton aforesaid And to the extent the said William Wallock shall not be defrauded of the sute sokenmultures tolls service and rights hereby truly ment to be to him

demised that as agreed and the said Earl for him and his heirs covenanteth that he or they by reservation\* covenant or otherwise shall bind all his and their tenants & farms in Rilston and Hetton aforesaid to grind

all their corn and grain which shall hereafter grow and be spent upon their tenants at the said mill to pay multure toll and service mealle\* for the grinding thereof as heretofore hath been there used & to do

such service for the repair of the said mill and dams as heretofore hath been accustomed In **Witness** whereof the parties above said have to this present indenture sett

their hands and seals

distress  the seizure of goods as security for the performance of some legal obligation (e.g. where a landlord distrains on his tenant's goods and chattels for non-payment of rent).

multur a fee paid to the owner of a mill for the privilege of having one's grain ground there, usually a percentage of the grain or of the ground flour

soken The 'resort' (right) of specific farmers to have their grain ground at a specific mill or, inversely, the right of a mill to that custom.

stange mediaeval term for pond

sough a drain a soak away pit

reservation a right or interest retained in a land