Indenture between Francis Earl of Cumberland and James Conyers 1608 whereby James Conyers

lets various properties in Rylstone for 99 years

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

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This Indenture made the Twenty Day of March in the fifth year of the reign of our Sovereign Lord King James By the grace of god of England France and Ireland Defender of the faith And of his Reign of

Scotland the one and forty year **Between** the Right honourable Francis Earl of Cumberland Lord of the honour of Skipton in Craven Lord of Westmorland ViscountAtton Vescy andBroomfleetAnd GeorgeLylesServant

to the said Earl of the one party **And** James Conyers of Rylstone in Craven in the County of York husbandman of the other party, **Witnessed** that the said Earl and George Lylesfor and consideration of the sum of

twenty pounds of lawful English money to him the said Earl by the said James Conyers before then sealing and deliveryhereof truly paid the receipt whereof the said Earl doth hereby Acknowledge And thereof doth release

and acquit the said James Conyers his executors and administrators by these present **have** demised granted land to farm latten And by these present do demise grant and to farm let unto the said James Conyers his executors and

assigns **All that** Messuage or Cottage and yard in Croft Farm and tenement with the appurtenancessituate lying and being in Rylstone aforesaid of the yearly rent of Eighteen pence now in the tenure of the said James, And

all those parcels of land Meadows and pasture withappurtenances lying and being in the fields and territories of Rylstone aforesaid of the yearly rent of eight Shillings commonly called the Hall Rakes now in the tenure of the said

James and formerly in the possession of diverseof the Tenants of Rylstone aforesaid for and under the like rent of Eight Shillings And one Cottage one Garden & one Croft now also in the Tenure of the said James in Rylstone aforesaid

of two Shillings rent late [distlaies]**And all** houses gardens closes land & meadows pastures cattle gates unstinted pastures , commons,&common ofpasture and turbary, ways*,* paths easements profits and Commodities whatsoever to the said Messuage or

Cottage and premises belonging or in anywise appertaining or enjoyed to and with the same as parcel or member thereof for by and under the said AncientRents or Any of them **Excepted** and always preserved.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 waifs and strays hawks and eyries of hawks

and timber free mines, quarries, Coalpits and other Royalties whatsoever happeningor being in or upon the demised premissesAnd libertyfor the officers and keepers of the said Earl and his heirs of the manor of Rylstone

aforesaidfor the time being to walk and range. in over or beyond the premisses for viewingchasing and driving in of deer that may happen to roam thereupon and for preservation of the wood and Grazing taking up and carrying away of the said

waifs and strays and hawks and other casual profits that thereby shall happen **To have and To hold** this said Messuage farm or Tenement Cottage and all other the premises with the appurtenances except before excepted unto the said James

Conyers his executors and assignees from the date of these Indentures during and before the end of the term of four score & nineteen years from thence next following, if the said James Conyers, Christofer Conyers his son and Elane Conyers

his daughter and any of them so long live **yielding** and paying therefore yearly during the said tenure unto the said Earl his heirs and assigns the rent of eleven Shillings six pence of lawful English money at the feast of the Annunciation

of the Blessed Virgin St Mary and St Michael the Archangel by upon even and equal portions **And The Said** James Conyers for him his executors Administrators and assignees doth covenant promise and grant to and with the said Earl

his heirs and assignees by these present in manner and form following that is to say that he the said James Conyers his executors Administrators and assignees shall and with from time to time and at all times during the term aforesaid do suit and

promise to the Court and Courts of the said Earl his heirs and assignees to be on at or for the manor of Rylstone aforesaid uponreasonable summons *&* warning And shall be ordered justified punishedand [*Audited]* in and by the same court

and the steward and homage there for the time being and distrainedand leuieand satisfaction made by sale of distressof and for the same [*Andinance]* And be subjectand liable to such pains by lawand orders as from time to time

.During the said term shall be set down and made by the homage of the said Court and by the lawmen of the said manor **And Has** during the said tenuregrind or cause to be grinded all such Corn and grain as shall be spent

in and upon the demised premises at the Mill of the said Earl his heirs or assignees Already built or hereafter to be built within his said manorAnd shall pay such multare tools & allowance for grinding thereof as heretofore

hath benefited at the Mill of the said Manor**And** shall yield do and perform to the said Earl and his heirs All such free rent wapentake fines Cattle [ ] Foster hens Foster oats barley oats sute to court at Skipton and other boones

Customs duties Sute and serving As by any former Tenant Tenants occupier or occupiers of the demised premisses & hath been heretofore yielded paid done or performed for or in respect of or out of the premises in any wise **And** shall also well & sufficiently

During and unto the end of the said term Repair Maintain and uphold the house and all other the demised premises in all manner of needful repair at his and their ownproper cost and charges**And** yearly plant and sett in and upon the premises or farm

part thereof five young Ashes Elms or OaksAnd to the best of his and their powers preserve the same from winter weather and spoil of cattle And shall not during the said term shall not cut down waste or spoil any of the underwood of the demised premises other

than for necessaryhedgebootsand fences to be made of the premises as hath been accustomed **And** shall not during the said term do nor consent to the doing of any harm to the deergame or woods of the said Earl his heirs or assignees but

be of good behaviour towards the same Other than by putting the same deer out of the Meadows & cornfields parcelsof the premises with little dogs and not otherwise **Nor** shall Tavernlet or sett the premises or any part thereof or

his or their interest or any part thereof therein to any personor personsfor any longer time or Term than five years now next ensuing without the consent of the said Earl or his heirs **And it is** Covenanted and agreed That it

shallbe lawful to and for the said Earl his heirs and assignees at the will and pleasure to fell cut and carry away any wood or timber standing or growing in land upon the premises And to dig for mines of lead coal Metal or stone and

the same in like start to take carry away and covert to his and the ownersuse And for the said Earl his heirs and assignees his and their officers andkeepers to have and use the Royalties liberties and other things above reserved and excepted

in the grant of the premises According to the effort and true Meaning of the same before written and expressed without denial let or interruption **And if it happen** the said yearly rent of Eleven shillings sixpence to be behind and

unpaid in part or in all after either of the said feastswhere at the same is above limited to be paid being lawfully demanded Or if the said other rent boones customs duties sute service and other things or any of them or any [*action]* of

Courtshall happen to be behind or not performed paid *&* done as the same are a*bove* reserved or Covenanted that then and from thenceforth it shall & may be lawful to and for the said Earl his heirs and assignees into all or any of the said demised premises

to enter and distrain for the same this the distress to take impound and keep until his or they shall be satisfied of and for the said Court boons customs duties [*ordinances.]* and such aims servingand other things and the Arrearsthereof if any be **provided**

Always and upon Condition that if the said Rent of Eleven shillings six pence or any part thereof shall happen to be unpaid to the said Earl his heirs and assignees by the space of one & Twenty days next after either of the foresaid 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 or assignees into all the demised premises or any part thereof in name of all to re-enter and the same to have again repossess and take as in his

or thereformer estate Any thing in these indentures conveyed to the contrarynot withstanding **And the said**Right honourable Earl for him his heirs executors and Administrators doth Covenant and grant to and with the said James Coniers his

executors and administrators by those present that he the said James Coniers his executors and assignees shall or lawfully May during all the tenure hereby limited by for and under the exceptions rents reservations covenants Agreements and Conditions

herein afore Mentioned peaceably and quietly have hold, occupy and enjoyAll and any the demised premises with happurtences withoutthe Lawful let sute trouble evictiondirection denial or incumbranceof the said Earl or his heirs and of any other

person and persons lawfully claiming from by or under the said Earl his heirs or assignees and discharged or sufficiently savedharmless of all the rent which shall hereafter be due to the Kings his executors his heirs and successors for [.f*urther.*] of or in

respect of the demised premises And of all Incumbrancewhich may happenfor or by reason of the same in any wise **In witness** whereof the parties above said have to the present Indenture Interchangeably sett their hand and Seals this day and

year first above written