Contracts from 1759 — 462

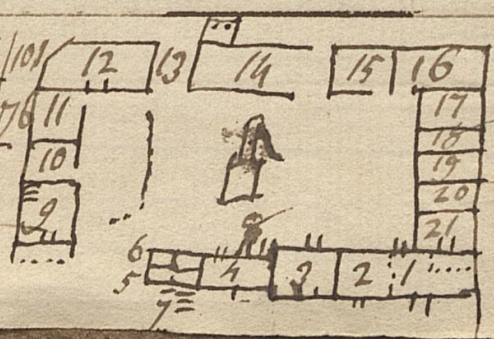
1759 — 1777.

Contents to Contracts

Names of Fields A	B the topline denotes ye page & ye bottom one ye year					
1 Boon-Wall	16	20	72	79	98	page
	66	67	72	73	78	year
2 G Boon Town	16	20	72	79	98	
	66	67	72	73	78	
3 L Boon Town						
4 Wateringkoods						
5 Woodhous Hill	1	18	24	95		
	59	66	67	1774		
6 Northend	1	35	60	~~84~~		140 a
	59	70	71	~~73 74~~		1774
7 Croft	4					
	64					
8 Sandy Head	28	58	140 a	140 d		
	68	71	74	75		
9 Sandy Gap	9	17	30	84		
	66	66	69	73.74		
10 Broadmire meadow		17	54	140 b	may 17	
		66	71	1774	1773	
11 Milmire meadow	1	26	29	30	140 d	
	59	68	68	69	74	
12 Barrack						
13 Hardhill moss						
14 Farmoss						
15 3d moss						
16 Little moss						

Contents of Contracts for Houses

1								
2								
3	2	19	21	21	53	79	94	94
	62	66	66	67	70	73	73	74
4	27	40	44	68	80	93	93	
	68	70	71	72	73	74	74	
5	24	62	77	91				
	68	71	72	74				
6	14	07	76	62				
	75	72	71					
7	22							
	07							
8	25		11	09				
	68. 72. 73.		74					
9	20	34	65	81	82			
	67	70	71	73	73			
10								
11								
12								
21	56	57	61	63	76	92	97	101
	70	70	71	71	72	74	74	76
21								



13

14

15

16

Vicarage Houses

Orch.d Gardens &c. 3 65

Church yard 31 69

Langrains

Greendot 42 70 | 55 71 | 68 72 | 140 Esp. 1774 | 141, 6 75

Meadow 140 & 74. | 141 & 75

Low Croft 3 65 | 33 69

High Croft 33 69

Back Croft

Grove

Yealand	70	83	84	83	83	85 86 88	1404	89	
Home	72	73	73	73	73	74	74	74	
Out Homes									
Land	71								
	72								
Tatham	45	46							
Home	70	70							
Out Homes									
Land									

Contents of Contracts alphabetically

A Airey Wilm. 69.72 / 72.72 / 79.73 / 82.73 / 98.75

B Brownlee Geo: 10–14. 65 /
Barker Wm 19. 66 /
Beethom Chris.r 43.70
Brown Jno. 101.1776

C Currey Chr: 67.71 / Cropper Rich.d –1
Craven Wil.m 140. 1774

D Downham Anth.y 46.70. / 59.1:71 /

E Evans James. 71.72 / 85.73 / 85.86.88.92.94 /
Ewan Roger 75.72 / 78.73 / 71.72 / 82.1:73

Fenton Jon.n 36.70/37.70/39.70/

G Garnet Jn.o 11.th 59/
Gathorn Jn.o 8.66/17.66/
Garth Ric.d Yealand 8 9.1774

H Helme Robt. 3.62/16.66/20.67/24.67/33.69/34.70/35.70/
Huthersal Martin 45.70/31.1.69/29½ 1769
Holme Francis. 59.71/
Horrabin Ric.d 53.70/
Hutton Martin 64.71/

I

J

Kirk Jn.o 4 & 5.65/17.66/

L

M

N

O

P

Q

L

Morley Geo: 65. 71 | 81. 73

N

O

P

Q

Richinson Carrier. 66.71 / Robinson Thos. Waller 87.73
Robinson Js: 74 P 144 L

Sewert Thos. 32.71 / 47.70 / 48.70 / 49.70 / 50.71 / 51.71 / 52.71 /
Thos. Shepherd 92.74. / 97.74

Thomson Richd. 7.65. / 23.67 /
Tomlinson Thos. 9.66. / Tatham Estate 31.1.
Topham Robt. 70.72 / 83.73
Taylor John: 90.74.

U

V

Willan James. 18.66 /
Walling Wm 41.70 /
Wilson Wm. 99.1776

X

Y & Z

Be it Remembered That it is concluded and Agreed upon —
Between John Garnet and Agnes Garnet Relict of George Hutton
late of Burton Deceasd Mother and Guardian of John Hutton their
Son of the one part and Richard Cropper of Burton aforesaid Mercer
on the other part as followeth That is to say They the said John Garnet
and Agnes Garnet his Wife in behalf of John Hutton aforesaid Infant
Hath demised Set and to Farm Let unto the said Richard Cropper All
the great Dwelling House scituate standing and being in Burton Town
on the East side of the Kings Street and Opposite to Mrs Barker's and
now in the possession of him the said Richard Cropper Together with one
Stable and one Turf house now in the possession of Thomas Atkinson as
Farmer thereof contiguous to the said Dwelling house and also the Hors
Garden adjoyning to the Croft and hereto for lot with the said House with
all and Singular Ways Waies Easements and Appurtenances to the
said Dwelling house and Premises belonging or in any wise appertain
ing To have and To hold the said Dwelling house and premises
unto the said Richard Cropper from the first Day of May last past before
the date hereof for and during the Term of Six years from thence next En
suing and fully to be compleated and ended Yielding and paying
therefore Yearly and every year during the said Term unto the said John Garnet
and Agnes Garnet for the Use of the said John Hutton Infant the Yearly rent
or Sum of five pounds and five Shillings in and upon the
And they the said John Garnet and Agnes Garnet in behalf
of John Hutton aforesaid doth hereby promise the said Richard Cropper to pay
and Discharge Or deduct abate and Allow out of the said Yearly rent above
reserved all Taxes and Assessments whatsoever charged upon the premises
(The Window Tax only Excepted) and acquit and free him of and from all
Parish Offices that shall or may be put upon the said Dwelling house during
the Term aforesaid And also shall and will maintain and keep the said
demised Houses with all manner of Needfull and Necessary reparations
whatsoever when and so often as need shall require

And the said Richard Cropper doth hereby promise them the said John Garnet and Agnes
Garnet that he the said Richard Cropper shall and will well and truly pay or cause to
be paid unto the said John Garnet and Agnes Garnet the said Yearly rent above
reserved at the days and Times abovementioned And also shall and will pay the
Duty upon Houses and Windows during the Term abovementioned

In Witness whereof the parties hereunto have put their hands the Ninth Day of
May in the Year of our Lord 1749

Witness

This Article of Agreement made the fifteenth
Day of October 1759 between Jn.o Hutton & Jn.o
Garnett of Burton, is to shew y.t y.e said Jn.o
Hutton lets to y.e said Jn.o Garnett 3 Inclosures
called & known by y.e Names of Woodhous=
Hill, Northend & Millmire for y.e Term of
three years to commence, Candlemas next, for pasturing
or Mowing & to pay yearly on Newyears day
the sum of seven pounds ten Shillings.

Likewise this is to shew y.t it was at y.e same
time agreed between y.e said Jn.o Hutton & y.e
said Jn.o Garnet namely, y.t y.e said Jn.o Garnet
should set, sett to farm or dispose of as he
thought best for Jn.o Hutton's advantage all y.e rest of y.e
said Jn.o Hutton's Estate, consisting in Houses
& Land & pay him annually on Newyear's
day y.e rents or value of y.e said Houses
& Land for y.e year foregoing. In considera=
tion of y.e s.d Jn.o Garnett's faithfully & honestly
acting as a Steward to y.e s.d Jn.o Hutton, he
y.e s.d Jn.o Garnet is to have rent free a Croft
of Jn.o Hutton's & 3 days work of peats In witness of both Articles
we hereto set our Hands.

2

March ye 20th 1762

An agreement made betwixt Jno. Garnet
and Alice Lancaster the Sd Jno. Garnet
Hath Let to the Sd. Alice Lancaster the House
where She now Liveth for one year and the Sd
Alice Lancaster is to have the Same Convenience
She had the Last year at the yearly rent of
Two pound fourteen Shillings to pay the
whole rent at or upon the first of Jnary next
and the Sd Alice Lancaster to pay the window
Tax and to make no alterations in the House
or Elswhere to Leave all in the Same repair
as She found them in as witness our Hands
the Day and year [illegible]

1764 4

Let to Dr Parkinson the Fog of the Croft till new Years Day for 37s

Let to Jno Kirk one Parcel for £2 = s16

to ditto another 0 14 6

£ 3 " 10 " 6

Burton July y.e 9th 1765 ——

Articles of agreem.t between Jn.o Hutton & Robt. Helm. — viz:

That Jn.o Hutton lets to Robt. Helm y.e Hay of y.e Vicarage Field, y.e Field behind y.e Vicarage Barn, y.e Greenslack & y.e Vicarage Meadow. — also y.e Orchards & Fruit of y.e Orchards belonging to y.e Vicarage. —

The Rent to be Sixteen Pounds. — to be pay.d on Newyears Day next. —

The Grass to be cut on or before this Day sennight. —

Jn.o Hutton

Robt. Helme

June 15th 1765 Then sold the thyth Wool to John Kirk of Holme ~~[illegible]~~ that is the whole thyth of Burton Parish at five shillings and six Pence Pr stone sold by me

John Garnet

~~[illegible]~~
Wittness
Jas. Bickersteth

Burton april ye 10th 1765.

Articles of Agreemt. between Jno. Hutton of Burton on ye one side & Richd. Thomson of Holme & Co: on ye other side.

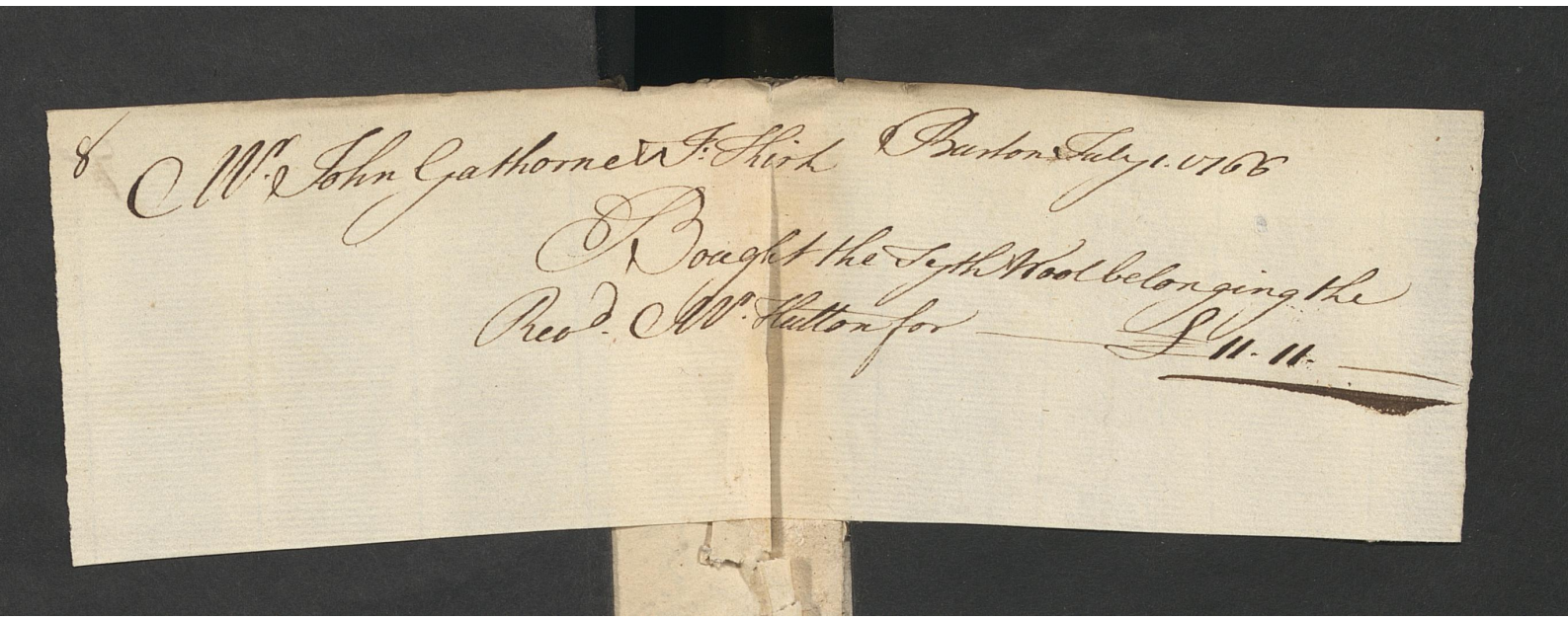
Imprimis, the said Richd. Thomson & Co: undertake to wall for ye sd. Jno. Hutton a Stable, Peat-house &c. at ye Rate of sixpence half penny for every superficial yard of wall, to be measured according to custom (viz: ye out-walls on ye outside from ye ground to ye Eaves, & ye inside walls on ye inside, ye doors to be included) all materials as stone, lime, sand &c. to be found by Jno. Hutton; the ground also to be prepared & scaffolds found by Jno. Hutton, but ye morter to be prepared & Servers found at ye expence of Richd. Thomson & Co: Richd. Thomson & Co: are to make two double arches over ye Gateway for wch. they are to receive, exclusive of their other pay, five shillings: Lastly, Richd. Thomson & Co: undertake to perform ye foregoing arts. before Midsummer next Old Stile & Jno. Hutton on his part engages to pay 'em as soon as ~~[illegible]~~ performed.

Witness
John Thompson
John Gannet

Jno. Hutton
Richard Thompson
Thos. T Savage.

mem: the ground is to be prepared & y^e ma=
terials ready against y^e 29th of April,
~~else~~ if later, y^e interval from y^e 29th of
april, is to be allowed to Richd Thomson
after midsummer old-stile.

Jno Hutton
Richard Thompson



8 Mr. John Gathorne & Fr. Shirk Burton July 1. 1766

I Bought the Syth Wool belonging the Revd. Mr. Hutton for £11. 11.

Articles of agreemt. made yd. 23d. of
Decr. 1766 between Jno. Hutton & Thos.
Tomlinson for y. Sandy-gap-meadow
re as follows ——————
The Term three years, to enter on Candle
mas next, — yd. Rent three pounds
ten Shilgs. Jan: to be payd each year
on newyears day — Thos. Tomlinson to
lay as many Carts of Rubish as J. Hut
t Michaelmas next. Witness our Hands

J. Hutton

his
Thos. X Tomlinson
mark

Thos. Tomlinson 66
3..10s.. for Sandy Gap

10 Mr Hutton to Spout the Brewhouse & place a Rum puncheon for Mr Brownless also to compleat the Gates & to lay a flag at the fore door & to be bound to no other repairs &c

NB Two or three boards for hanging Shelves if convenient to Mr Hutton

Pho: To
3.10 " fo

Mr Hutton's proposal's for an agreement with Mr Brownless 10

1 Mr Brownless now to resign to Mr Hutton all the Lands, orchards, fruit, Barn, Stable & Cowhouse, but to have the liberty of reaping his peas potatoes & Cucumbers & what things else he has planted, tho' to leave the roots of all the flowers & Shrubs which he found &c

2 Mr Brownless to turn Mr Hilton as a tenant to the Church Yard over to Mr Hutton

3 To leave all the houses before 20th Octbr & to pay Mr Hutton for Rent before departure Ten Pounds

To do no damage in using the house or in removing

Mr Brownless to have no retrospect or Damages for what he has laid out about the house or hands, or may think was not performed according to former contracts

Mr Hutton to pay no window tax for 1765

Mr Brownless to allow Mr Hutton the liberty of shewing the house to any Gentn who may be inclined to succeed him

Sir / To Mr. Brownless June: 16th. 1765 11

I received yours of ye. 31st. of May & am no less surprized at ye. Subjt. of it than at ye. manner in wch. you expressed it. — The character of being generous is what I disdain, & what I have always avoided ~~[illegible]~~ — I am sensible from ye. manner I treated wth. you at Lonsdale & from your own articles of agreemt. yt. you coud not expect any thing more being done to ye. House yn. what I have ~~expected~~ ordered (& if they are not compleated it ~~was~~ is contrary to my design & ~~[illegible]~~ intention) I am surprized to find Mr. Brownless so disingennous as to assert yt. ye. House was to be put into genteel as well as substantial repair by May-Day, when it was on both sides agreed yt. your art. coud not be fulfilled before Midsummer wch. I hope they will be & more so — After that affairs will stand on ye. principles of Generosity & Compt.

to any Gentn. who may be inclined to succeed him

What you mean by Extraordinary rent, I do not rightly understand whether it is great or small — but can assure you if ye bargain was again to make I shou'd expect ~~more~~ greater. I apprehend yt on ys occasion you have made use of ye counsel of a person whose usage to ye House & Land cau'd be equalled by nothing during his administration except ye ~~be~~ mean rent at wch he might let ym — & whose conduct in yt respect standing in no agreeable contrast may have induced him to depreciate your Bargain. Your ~~of~~ Declaration of no one thing of Consequence being compleated, seems to me to imply, either ye impossibility of pleasing you, or to proceed from a desire of finding fault, wch last I am ye rather induced to believe when I compare it wth some trifling circumstances, wch seem to make up ye first & greatest part of ~~our~~ your Letter.

I wish Health to you & your Family & yt you may be more happy at ye place yn your Letter seems to import. & am Sr your most humble Servt Jno Hutton

P.S. I have wrote down by ys Post for a butt of 300 Gallons or 2 holding yt Quanty wch I expected you had had by ys time

12

Memorandums

Tho' the Barn has been well thatched (as your father says) yet it will not keep the rain out & besides the wall wants repairing & boards are wanting for laying the approaching crop of Hay upon &c

Tho' the Brewhouse is furnished with a boiler, yet it wants a door, plaistering & paving &c

Tho' the Sashes are fixed, for want of their being pointed with Lime, they cannot be painted, nor indeed can they be made use of for want of weights, pullys & Cords &c

The Parlour is not papered, nor indeed is it ready for papering

No mention made of the Butt, tho' we are in the utmost want thereof, for I fear, if this dry weather continues a week longer, the well will be dry &c

No Gravel brought for the walk in the Court, nor can I get any

Sir

Burton 31st May 1765

12

It is very evident from my manner of treating with You at Kirkby, as well as of commencing your tenant, that I cou'd not possibly expect the ungenerous usage I have met with. for you are not insensible that my motive, for taking your house &c. at such an extraordinary rent, was in consideration of your representation & of it's being put into genteel as well as substantial repair, by Mayday, & tho' that time is considerably elapsed, I do declare, that no one thing of any consequence is compleated, for tho' the wall to the road is finished, the Gates put up, & the Gravel walk made, Yet there is no making use of it, for two reasons, the Walk not being rolled, nor are the gates properly fastened. I cou'd say a great deal on this Subject, but it being a very disagreeable one & I apprehend will answer no purpose, therefore shall drop it & only desire You will pay such a regard to the following memorandums as the necessity of having them done immediately, require &c.

I wish you health & every other felicity & am

Sir

Your most Humble Servant

Geo: Brownless

To the Revd. Mr. Hutton (Verte)

12

The house to be roughcasted where wanted & whitewashed. – ye. doors & windows to be painted. A Butt of 300 Gallons & spouts to catch rain water – The draw-well to be repaired & its chain or else a new one, & a door to it: a narrow pavemt. from ye. Door to ye. necessary-house. The pavemt. about ye. out-houses to be repaired. – The Barn wants repairs as well as boards for ye. Hay to lay on. The Gantree in ye. Cellar to be repaired. Swine Coat & Necessary-House

13 Mr. Brownless's Account of Repairs wan-
ing at ye. Vicarage.
Hanging Shelves. Parl. Shutrs. The Closet
in ye. great Parl. to be leveled. The Butter
floor bad. a door from ye. Hall to ye. Kitch
wanting. a front Door & lights over it
The Kitchen Door a wash-board & a
canopy over it; ye front door a Locke
Shelves in ye. Stair-case closet. —
2 pair of single & 2 of double gates,
the Garret floor to be repaired &
windows in each & one in ye. back
stair-case. Locks wanting viz:
1 for ye. large Parl. 2 for its closet do
3d for ye. small bed-chamber, 4 for ye. bed-ch
=ber over ye. Kitchen, 5 for ye. store room
the Bed-chamber floor over ye. Kitchen to be
repaired & another window in it. —
Walls to be repaired. The Garden wa
all round, yt. between ye. barn & crof
ye. orchard wall. —

13

The Principal Repairs & Conveniencys wanted at the Vicarage Hause in Burton viz.t

a pair of Gates from the road up the Avenue to the hause with a Gravel Walk about 2 Yards wide & the wall to the road to be raised about 18 Inches

The parlaur on the left hand as you enter the hause to be new boarded papered & and at Chimney piece, the door either thoroughly repaired or a new one with a brass lock on the Door

A Brewhause with a large Copp.r or Boiler with a Laundry over it

Spouts to be fixed about the hause for the benefit of catching rain Water

Also a Stone or leaden Cistern, or a Gubbea Butt of about 130 Gallons

Every part of the dwelling hause to be plaistered where wanted & white Washed, painted Glazed & thoroughly repaired

The Outhauses to be thatched & thoroughly repaired

Sundrys other things to be done which Mr Allen & Mr Brownlys have talked of

The Land about the Vicarage hause
The long Rain Close
The Queen Slack Do.
The Vicarage Meadow
The Church Yard

} The whole reputed together to be about Seven Acres

The Yearly rent of the whole to be £25 Mun.r to Commence tenant for the Land at Candlemas 1765 for the Hause &c.a at Old May day following

The Manure arising from the Land to be laid upon it

No part of the Grass'd to be Ploughed except the long Rain

14

14

Agreemt. between
Brownless & Hutton

[illegible] Agreed with John [illegible]

Agreed with John Garner Joynt tennants

Novr. 27th. this may inform all men before whom these presence may come that we Jno & Thos Towers tenants Do take the farm call'd Garners for the Term of three years to Enter on husbandry att Candelmas and herbige on the 25th of march 1766 and to plow the feild adjoyng to Jo. Volibigin upon tilbor manor Likwise to keep the fences stiles & Gates in Zepair and Leave them so and to Lay up the strow the Landlord Will buy for Zepair of the house the Zent to be fixed at ~~Candelmas~~ martinmas and Candelmas Likwise to spend the vestures upon the Land and the tennant to pay the Taxes Dues and Duyties and to have them Included in the Zent and to serve all Offices haveing one shilling for Each Office included in the Zent and to keep and Leave the house in good and tenantable Zepair and to have the windows put in Zepair by the landlord and the tennant to keep and Leave them so and the Yearly Zent fifteen pound two shillings payable and Due to Jno Garner as above

as Witness our hands Thos Towers

Wm Charnley

Jno Bowshie

John Towers
his mark

Thos Towers

15

This is John
Towers & his son
Thos. Towers Joyntly
or Severaly promises
to pay £ s
15 " 2 " as within

Burton Oct.r y.e 24 1766

Articles of agreem.t between John Hutton & Robt Helm for a parcel of Land called Boonvall two Boontowns & Wateringroom wch y.e latter takes to farm of y.e former at y.e yearly rent of twenty one pounds, time of enterance at Candlemas next, — time of paym.t each year y.e succeeding newyear day. The Term to be years. The above land to be pastured or mowed & Robt Helm to set on it all his manure — to make use of y.e ancient hou & to cut no wood but for Hedgi at reasonable

2d July 1766

Memorandum to Vzt, Bargoned for Crosfield and Sandy Gap Meadow with John Garnet till Candlemus Next att the Rent of Six pounds Six Shillings to John Gathorne & John Kirke att Wittness our hands

Wittness
Wm Sanderson
Christopher Jolly

John Garnet
John Gathorne
John Kirk

18

Article of Areement this Fourth
day of February 1766 between
John Garnet and James Willa
they said John Garnet for
John Hutton does Let to the sa
James Willan one Felde ca
woos hill for the term of one ye
at the rate of Four pounds te
shillings a year and to enter
at old Candlemas and to Liver
up at old Candlemas a gain
folling as Witness

19

Mem: y^t on ye 27th Day of Octob^r 1766 Wm Barker took to farm of Jno Hutton ye House y^t he now occupies & ye other appurtenances wth it, for ye Term of one year to commence at May-Day old-Style 1767 for y^e rent of four pounds payable at new-year's-day 1768 The House not to be occupied by any other Family except y^e present, & all things in y^e inside & y^e Windows to be left in as good repair as at present.

Robt. Helme is also to have y.e liberty of
plowing y.e more northern of y.e two Boon=
towns three succeeding years, provided he
manures y.e same & lets it remain Leys,
at least two years before y.e expiration
of his Term; — but all y.e other Land to
be either pastured or mowed. — —
John Hutton agrees to pay all Taxes
for y.e Houses & Land, y.t of y.e Windows
excepted, & to keep y.e Out-Walls & Roofs
of y.e Houses in Repair; — & Robt. Helme

Articles of Agreement made between John Hutton & Robert Helme of Burton y.s 2.d Day of October 1767, are as follow.

That y.e s.d Rob.t Helme takes to farm of y.e s.d John Hutton a parcel of Land known by y.e names of y.e Boonwall, two Boontowns, Watering-Roods, Wood-house-hill & Stephen-Parrack, being by estimation about fourteen acres; — as also y.e House, Stable, Peathouse, Garden & other appurtenances now in his occupation together w.th a Barn, Stable, Cow-house, Scaffold adjoining to y.e Stable he now occupies; — for y.e term of Six years, y.e Land to be entered on at Candlemas next & y.e Houses at May-Day next, (old-Stile) — The yearly Rent for y.e whole being forty two pounds, to be payed y.e New-year's Day succeeding y.e enterance of each year severally. — — — — — —

It is further agreed y.t Rob.t Helme lay on y.e aforesaid Land all y.e Manure he now has & shall have arising from his Horses & Cows, or from y.e Vestures, if he shall dispose of Waggon, excepting y.e manure arising y.e last year, w.ch he shall have of his own disposing. — —

of y.e Houses in as tenantable repair as
when he entered upon y.m — also to keep
y.e Fences in an husbandry like manner
& to make use of y.e ancient Roads to &
from y.e Lands. — It is allso agreed y.t y.e
Tennant is to set off no part of y.e House
with.t y.e Landlords consent, & also to
make no alterations in y.e Houses. ——
Excepting y.t Robt Helme is to have y.e little Stable
racked & mangered next y.e Barn & to have a spout
put up at J. Huttons expence & to have y.e liberty of
puting up a boiler in y.e Kitchen at his own expence —
In Witness hereof we have hereto set our Hands — John Hutton.
1764. Robt Helme

Memd: yt. on yt. 24th day of November
1766 Mrs mary Dickinson took to farm
of John Garnet for Jno. Hutton Hey House
Wm Barker now dwelles in for Hey Term
of one year to commence at may day old
stile 1767 for Hey rent of four pounds
payable at newyear's day 1768 the
House not to be occupied by any other
Family and all things left in good repar
and Windows to be left in good repaer

Mary Dickinson

21 Oct. 1767.

mem: y.t Mary Dickinson took her
House for y.e next year on y.e L
conditions as before. Rent 4.d at

Boston May 15th 1767

22

Then a bargin Made betwixt John Garnet and Richd. Latrow for a Seller at the Rent of Ten Shillings ~~[illegible]~~ ℔ annum for one year only

Richd. Latrow

22 Ric.d Labrow. 67
Cellar 10.s & an:

24

Article of agreement this Twenty Fourth day of February 1767 Between John Garnet and Robart Helm they said John Garnet for John Hutton do's let to the said Robart Helm one Felde caled woodhousehill for the term of one year at the rate of Five pounds Five shillings and payable at newyears day next and to liver it up at old Candlemas a again as Wittness my hand

Robt: Helme

Articles of agreemt made this 23/24th
Day of July 1767 are as follow. —
Richd Thomson of Holm undertakes
to build a parcel of out-houses for
Jno Hutton of Burton at seven
pence a yard, having ten Shillings
extraordinary for three Chimneys.
all ye new Stones to be removed no fur-
ther by Jno Hutton, but ye old ones
arising out of ye ground works to be
laid conveniently, those on ye fore-
side on ye inside of ye building & those
on ye far side in Henry Arey's Orchard
all ye lime & sand to be found by Jno
Hutton, but mixed or blended by
Richd Thomson

an Article of agreement this 26 day of December
1768 beteeen John Garnet and Park Walker for
the House Ann Johnson now leves in at the rate of two
pounds five shillings a year: gaveing Half a Crown
a again and Half a peatt House and a garden and to
enter on the garden at old Candlemas and on the
House al old may day and to pay at new years day
fowling as Willness my Hand Pat:k Walk.r
the House not to be occupyed by any other
family and Windows to be left in good repair

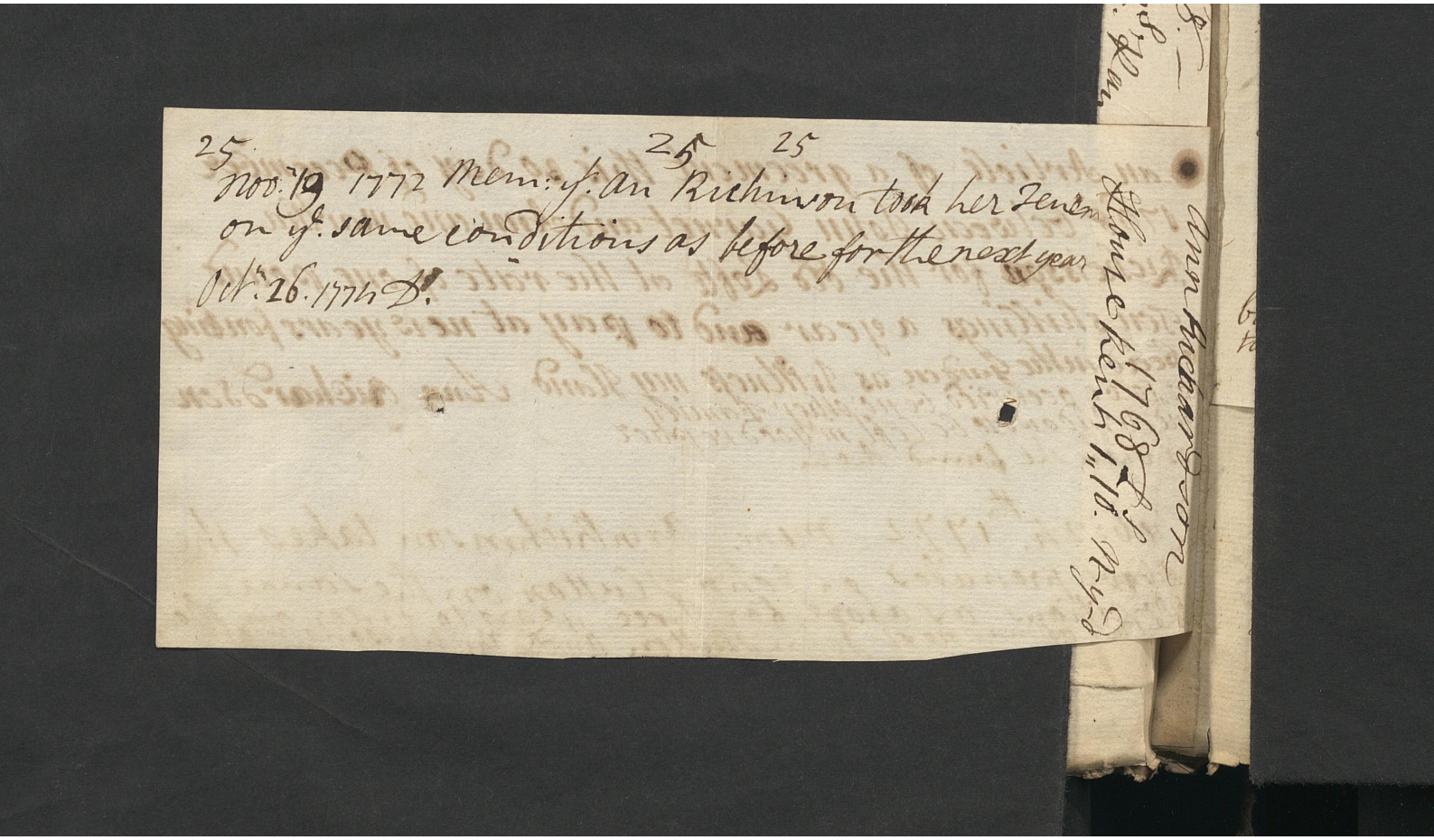
24 24 24

Park Walkers Contract.

Parke Walker 88.—
House 3 years, 2 ll. 2 s. Dam
May day

an Article of a greement this 30 day of December
1768 between John Garnet and Ann and martha
Richeisson for the old Lofte at the rate of one pound
Ten shillings a year and to pay at new years forbeing
a bead in the Garden as Witness my Hand Ann Richardson
not to be occupied be no other Family
and Windows to be Left in good repair
as when she found them

Feb: 24th 1772 mem: Ann Richinson takes the
above premises of John Hutton on the same
conditions as above for three years to enter on the
the 12th of may next John Hutton Ann ✕ Richinsons mark



25. 25 25

Nov.r 19 1772 Mem: y.t an Richinson took her Tenem on y.e same conditions as before for the next year

Oct.r 26. 1774 D.

Ann Richardson

House Rent 1768 £ s 1,,10. N.y.D

article of a greement this eight day of April 1768
between John Garnet and Thomas Tomlinson the said
John Garnet for John Hutton does let to the said Thomas
Tomlinson Mellmire meadow for the Term of two years
at the rate of two pound eighteen shillings a year and to
liver it up at old Candlemas a again as Witness:

an Article of a greement this 30 day of December
1768 betweem John Garnet and Crestoper Fisher
for the House John Dixson nou leves in for Robart
Ferne for one year at the rate of two pounds two
shillings and six pence a year and Half a peatt
House and garden and to enter on the Garden at
old Candlemas and on the House at old mayday
and to pay your rent at new years day fowling
as Wittness my Hand + his Crestoper Fisher
mark
but not to keep a schol the Windows
to be left in good repaer

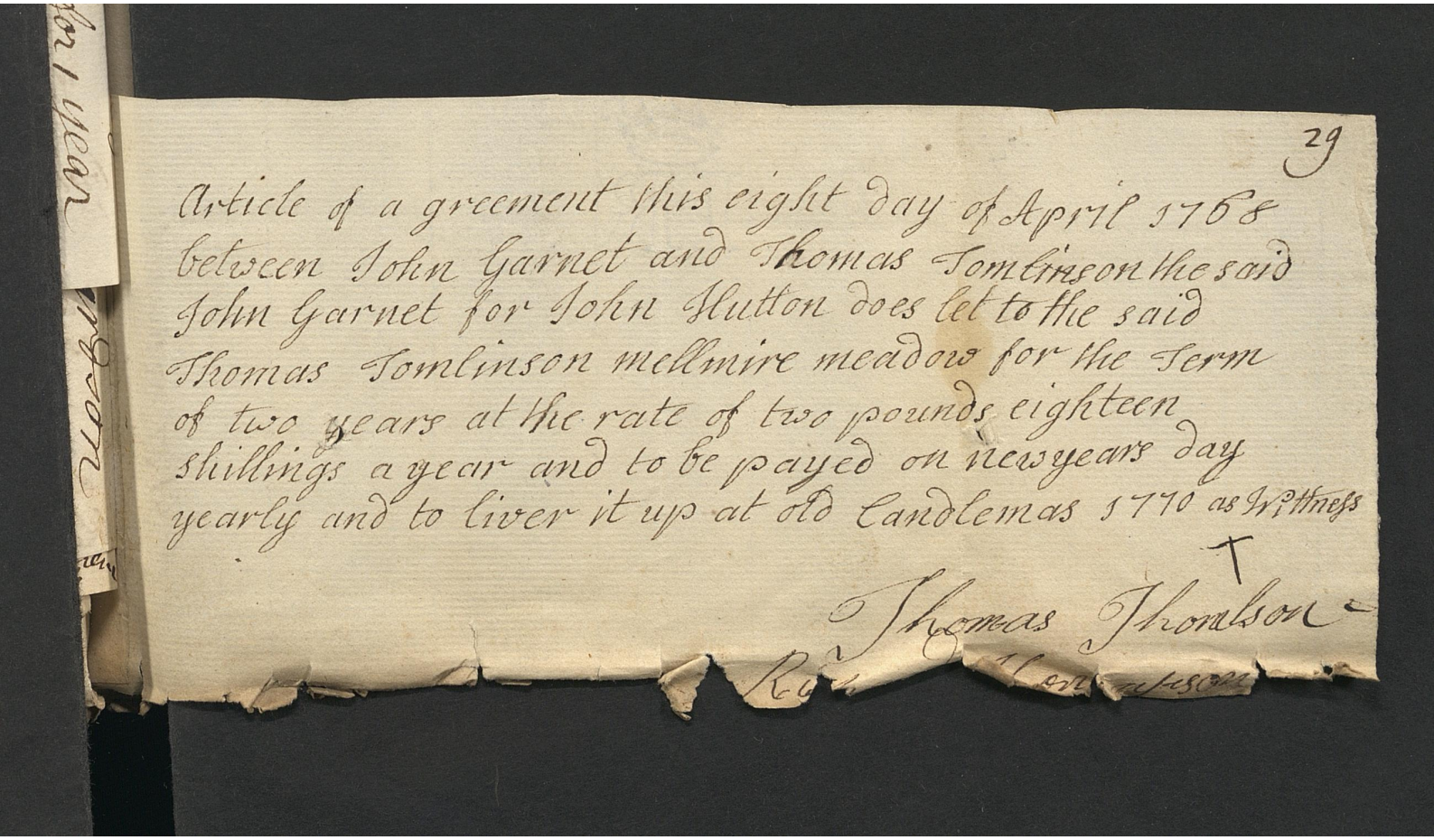
68.–

Ann Richard

House 2d, 2d for 1 year

27

27



29

Article of a greement this eight day of April 1768
between John Garnet and Thomas Tomlinson the said
John Garnet for John Hutton does let to the said
Thomas Tomlinson mellmire meadow for the Term
of two years at the rate of two pounds eighteen
shillings a year and to be payed on newyears day
yearly and to liver it up at old Candlemas 1770 as Witness

T

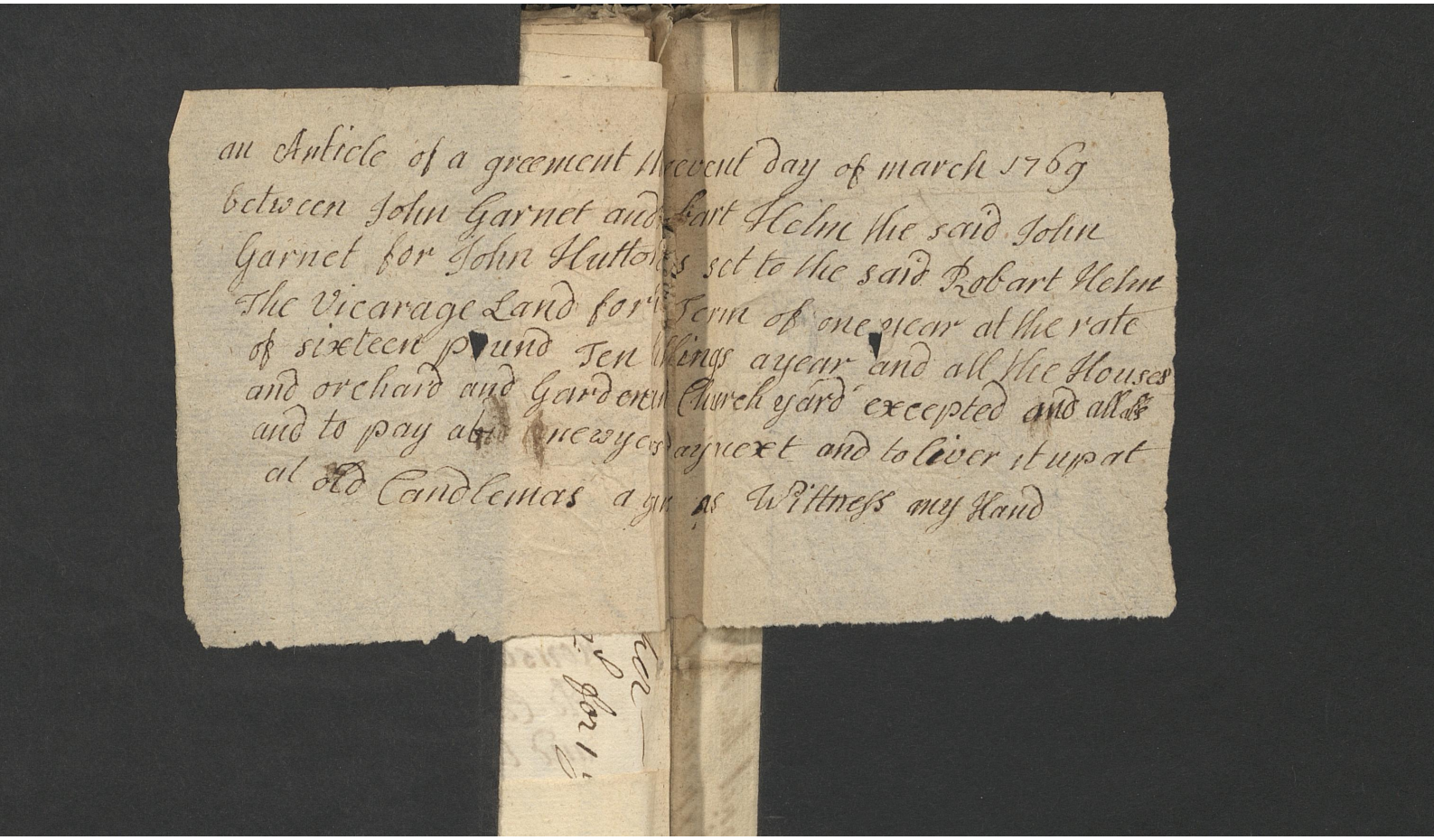
Thomas Thomlson

Robert Tomlinson

for 1

Milmire 2d. 18s. Jan

29 29



an Anticle of a greement the event day of march 1769
between John Garnet and Robart Helm the said John
Garnet for John Hutton is set to the said Robart Helm
The Vicarage Land for the Term of one year at the rate
of sixteen pound Ten Shillings a year and all the Houses
and orchard and Garden and Church yard excepted and all
and to pay at the newyers day next and to liver it up at
at old Candlemas a year as Wittness my Hand

28

Jos Hilton 68,69,70
Sandy Head 2 L S D 7,6
New Years day

L S D
2,12,6
2,7,6
5 0

her — Thos Tomlinson

February y.d 22nd 1768. It is the Day agreed by and between John Garnet of Burton in Kendal and County of Westmorland Yooman, of the one part, and Joseph Hilton of the place and County Aforesaid, Butcher of the other part. Witnesseth.

The said John Garnet for the consideration herein after mentioned, doth hereby promise to and with the said Joseph Hilton to demise & let to farm to him the said Joseph Hilton, one close or field called and known by the name of Sandy Head, within the Township of Burton aforesaid, for the Term of one Year, now commenced, & to be fully compleat and ended the thirteenth Day of February next. and the said Landlord shall buy or Cause to be bought Garding sufficient to fence the said Field. And for the consideration aforesaid the said Joseph Hilton doth hereby promise & agree to and with the said John Garnet to pay to the said John Garnet the Rent of two pounds Seven Shil In Witness whereof the parties have hereunto set their Hands the Day and Year first above

Written

Witness
John Hilton
L S
2.7.. 6d Pan:

John Garnet

Joseph Hilton

Feb.y y.e 12 1770 The parties aforesaid agree to y.e above conditions for y.e next year, only y.e rent day to be at new years day next & y.e Tennant to get a Yeat Stoop y.e Landlord paying him sixpence for it, witness our Hands

Jn.o Hatton

Joseph Hilton

Article of agreement this eight day of November 1769 between John Garnet and Thomas Tomlinson the said John Garnet for John Hutton does let to Thomas Tomlinson two meadows the one called sandygap meadow and the other mellmire meadow for the Term of three years at they rate for sandy gap meadow three pounds ten shillings a year and mellmire meadow two pounds Eighteen shillings a year and to be payed each year on new years day and to liver them up the last year at old Candlemas 1773 Witness

Tho.s his mark Tomlinson

30

30

1769 Thos Tomlinson 69

3..10	Sandy Gap Meadow	3..
2..18	Milmire Meadow	2..
6..8	New years day	£6

an Article of a greement this fifth day of April 1769
between John Garnet and Thomas Edmundson the said
John Garnet for John Hutton doth let to the said Thomas
Edmundson the Church yard for the Term of one year
at the rate of two pound two shillings a year and to pay
at martins day next and to liver it up at old Candlemas
a gain as wilnes my Hand

Thomas Edmondson

Thos. Edmondson 69
Church yd. 2s., 2s.

31

31

31

3/11

This agreement made this 14th day of October One Thousand seven Hundred and Sixty Nine betwixt John Garnet of Burton on behalf of the Revd Mr John Hutton of Burton in Kendal in the County of Westmoreland of the one Part and William Hargreaves with Martin Huddersall of Tatham in the County Palatine of Lancaster on the other Part Witnesseth that if the above named Willm Hargreaves and Martin Huddersall do [redacted] Perform all the covenants and agreements made in the Lease 1767 that they shall enjoy the said Estate call'd & Known by the Name of Garnets in Tatham aforesaid to have and to hold the said Estate for the Term of three Years from the date hereof. It is also agreed by the said Parties that the said John Hutton shall have the Previlidge of building a new farm House on the same if he pleases in any Year of the said Term. In Witness whereof the said Parties hath hereunto set their Hands this Year and Date above written

Witness
Chris Beetham

John Garnet
Wm Hargraves

Martin Huddersall
his Mark

3/11

311

It is further agreed by the said John Garnet that if the wth in named Willm Hargraves and Martin Huddersall do Perform all the agreements for the said term of Three Years that they shall enjoy the said Estate for another Year after the Term at the same Rent. as Witness his Hand this Fourteen day of October One Thousand Seven Hundred and Sixty Nine.

John Garnet

Witness

Chris Beetham

32

Burton Jany ye 11th 1711

Be it hereby remembered that John Hutton & Thos Sewert have agreed each to chuse a person to determine what part of ye Scaffold Hay wch is over Thos Sewert's Stable is not fit to be given his Horses to eat or is not saleable They also agree y^{t} ye said Referres shall determine how many Stone of ye said Hay (sixteen pounds being one stone) will amount to one yard, so y^{t} he may be allowed back by John Hutton for y^{e} bad Hay at y^{e} rate of two shill & ninepence p^{r} yard, y^{e} price at wch y^{e} whole was sold. —

Sewart's Hay Contract
Feb.y 13th 1771 due to J Hutton
16 L 18 S 3 D — 3 L 6 S 1 D = 13 L 12 S 2 D

32

32

1769

an Article of agreement this sevent day of march
1769 between John Garnet and Robart Helm the
the said John Garnet for John Hutton does let
to the said Robart Helm the Vicarage Land for
the Term of one year at the rate of sixteen pounds
ten shillings a year and to pay at new years day
next there House orchard Garden and Church yard and all
ells excepted and to liver it up at old Candlemas

as Witness My Hand
Robt Helme

33

Robt. Helm — 69
Vicarage Land L 2 " 18s

34

Robt. Helme — 70

House Rent 5 £ 10. Nes years day

T 1 year

34

Be it hereby remembered y.t this 20.th day of April 1770. Jn.o Hutton lets to farm to Robt. Helm all y.e dwelling he now occupies w.th y.e garden adjoining together w.th priveledge of Rump cloths-hedge & little-house, & y.e low or peat-house adjoining, w.ch is either to be scaffolded over or else Robt. Helm to have half of y.e peat house adjoining to Jn.o Garnet's Stable partioned off. — The Term to be one year to expire at mayday old stile 1771 The rent to be five pounds ten-shillings & to be pay'd on new year's day next. — The Tenant engages to let off no part of y.e house with.t y.e Landlord's Consent, nor to let other Families Bake, brew or wash in his Kitchen & also to leave all Windows, doors, partitions & floors in as good repair as when he first found them.

J Hutton
Robt Helme

34

Burton June ye 18th. 1770

Be it hereby remembered that Robt. Helm takes to farm of John Hutton a field called the Northend to enter on it immediately & resign it at Candlemas next old stile for y^e rent of six pounds ten shillings to be pay'd y^e next new years day — Robt. Helm

N.B. The landlord promises to give again to y^e tennant four Shil^s. out of y^e above sum ——

35. 70

Robt. Helme Northend for ys. year

6L 10s. – 4 = 6G ND

36

Manuring it once in an husbandry manner
once within y^e three years. The Tennant to
let off no part of y^e Houses without y^e
Landlords consent & to leave 'em in
as good repair as when he found 'em as
to Windows, Doors, floors & partitions —
The Landlord engages to pay all Taxes,
except y^t for ye Windows. — The Ten-
nant engages to use ye ancient Roads to
ye Lands. — If John Hutton sh^d not
continue Vicar of Burton till ye end
of ye Term, Jonathan Hutton to be
allowed sh^d he enter upon

Burton January y.e 16.th 1770 36

Be it hereby remembred that Jonathan Jenton takes to farm of John Hutton all y.e Houses of his now in y.e possession of Rob.t Helm together with eight Inclosures called y.e Boonwall, Boontowns, Wateray-Roods, Woodhouse-Hill, Northend, Longraine & Greenslot for the Term of seven years to enter on y.e Land at Candlemas & y.e Houses at May-day next, old Stile, for the yearly rent of fifty five pounds to be paid one half at martinmas & y.e other half at mayday ensueing y.e enterance of each year. Jonath.n Jenton agrees to lay on all y.e manure y.t shall arise from his Carriage Horses & otherwise excepting y.e two last years. But if Jon.n Jenton sh.d sell his Waggon & Horses within five years after y.e enterance on y.e premises then he is to be only allowed one years manure & in y.e meantime to lay y.e Vestures on y.e Land. The Tennant to have liberty to plow y.e Northern-Boontown, Woodhousehill or Longraine, when it lay after three years plowing, either on Oats or Barley stubble

the Tenant to pay his last half years
rent at Lady-day preceding y. expira-
tion of his Term in y. House.

Witness our Hands

Witness
Jn.º Labrow
Robt Helme

John Hutton
Jonathan Fenton

36

Fenton before ye 18th of March under ye penalty of paying to John Hutton ye sum of five pounds.

4. Robt Helm is to pay John Hutton for his Sheep going upon ye Lands since Candlemas.... Witness our hands

Witness
Robt Helme.
John Garrel

John Hutton
Jonathan Fenton

37

Articles of agreem.t made y.e 9.th day of March
1770 between John Hutton of Burton &
Jonathan Fenton of Barrow Green, are as
follows

First, y.t Jon.n Fenton immediately resign
all y.e Land y.t he lately took to farm of
y.e s.d Jn.o Hutton & also y.e Houses now or
lately occupied by Rob.t Helm.

2.d That Jon.n Fenton resign all right to y.e Manure
in y.e yards & upon y.e premises.

3.dly That all y.e old manure in y.e yard be left

2dly That all ye old manure in ye yard be set
day preceeding ye expiration of his Term
in the Houses.

Contracts

30

90 Trenton 1770

39

Burton Janr 16. 1770

Be it hereby remembered yt Jonathan Fenton takes to farm of John Hutton, all ye Houses of his now in ye possession of Robt Helme together wth eight fields called ye Boonwall Boontowns, Watering-roods, Woodhoushill, Longrame northend & Greaslot, for the Term of seven years, to enter on ye Land at Candlemas & ye Houses at May-day next, old Stile, for the yearly rent of fifty five pounds, to be payd one half at Martinmas & ye other half at may-day ensueing ye enterance of each year. Jon.n Fenton agrees to lay on ye Land all [illegible] Horses & otherwise, excepting the two last years. — But if Jon.n Fenton sh.d sell his Waggon & Horses, within five years after his enterance on ye premises, then he is to be only allowed one years manure & in ye mean time to lay ye Vastures on ye Land. — The Tennant to have liberty to plow ye Northern-Boonton-Woodhouse hill or Longrame, leting it lay after three years plowing, either on oats or barly-Stubble manuring it once in an husbandry like manner within the three years.

the Tennant to let off no part of the House
without ye Landlords consent & to leave them
in as good repair as when he found them as
to Windows, Doors, Floors & Partions. - The
Landlord engages to pay all Taxes, except
y^t for ye windows. - The Tennant engages
to use ye antient roads to ye Lands. - If
John Hutton sh^d not continue Vicar
of Barton till the end of the Term,
Jonath^n Fenton is to be allowed at
ye rate of two pound a year for each
acre of ye Vicarage Land. - The Tenant

Articles of agreem.t made between Jn.o Hutton & Jacob Hargrave of Burton y.e 22.d Day of March 1770, are as follow: That Jacob Hargrave take to farm of Jn.o Hutton for y.e term of one year, to enter on May-day next old stile y.e House he now occupies with y.e advantage of Romp, Chalket-Hedge & little House, but no garden or Peat-House, for y.e ~~yearly~~ rent of fourty two shillings to be payd in 12 monthly paym.ts y.e 1.st paym.t to be made y.e 1.st saturday in June & y.e rest on y.e 1.st saturday in each succeeding month except y.e last wch is to be made y.e 1.st of May 1771. Jacob Hargrave engages to leave y.e windows, doors, partitions, & every thing

10 else within ye house in as good
repair as when he found them
Jacob Hargrave engages to proc
& leave ye reken-crook yt has b
taken out of ye House; and Jn
Hutton engages to let him hav
ye cellar under Pake Walker's as
Peat-house & to nail some water
& laths on ye out-doors

witness our Ha
Jn Hutt
Jacob Hargreave
£70.—
House 2.. 2s ✗ a
or 3s.. 6D ✗ Mon

Burton Sept: ye 8th 1770

Be it hereby remembered that William Walling of Warton takes to farm of John Hutton two fields of Hogg called Boonwall & Boontown being about 4 acres & 1/2 - to enter on immediately & to resign ye same at Candlemas next old Stile, for the rent of eight pounds to Landlord to have all ye apple trees in the Hedges, - also the Peas & Beans growing on ye premises & the Tennant to put in no Cattle to damage the same till the seventeenth instant - Witness our hands

John Hutton

Wm Walling

42

70

J Edmondson Greenslot 1 year
for 2.. 15.. N D

52

Burton June ye 19 1770 — —

Be it hereby remembered y^t Thos Edmondson takes to farm of John Hutton a field called Greenslot being about one acre, to enter on it immediately & resign it at Candlemas next o^d stile for ye rent of fifty & five Shillings to be pay'd at New years day next.

Witness my Hand — Thomas Edmondson

Mem: The Tennant to be allowed ye mowing for

Chris. Beethom — 70 —
1s. 4 an. for Bath at Lady's
for 7 years

Burton 1st March 1770. 43

Be it hereby remembred that Chris.r Beetham lets to farm for the term of seven Years to the Rev.d John Hutton a Piece of Ground in extent half a Perch situated in the Southwest corner of the inclosure adjoining to his House calld by the name of Count Orchard, for the purpose of building thereon a Bath on condition that he pays to Chris.r Beetham Yearly the sum of one shilling the first payment to be on Ladyday 1771. They also agree that the said John Hutton have the liberty at the experation of his lease, of takeing away the materials of which the Bath [illegible] that he leave the Fence in good repair and the Hole fill'd up, and that he have liberty of entering on the Primesses immediately, and that he shall way himself to the said Bath from the Highway adjoining thereto. And that the said Chris.r Beetham shall cut down the Wood now growing on the Premisses and have it to his own use.

In Witness whereof the Parties have hereunto set their Hands the Day and Year first above written.

John Hutton

Chris: Beetham

Willness
Edw.d Betham

Ap.l 7th 1777 Rec.d of Mr Bishop of Yealand 6.s for leave y.e last 6 years to make use of y.e s.d Bath, & gave him leave for y.e future to use [illegible] y.e ground rent to Chris Edw.d Beetham; [illegible] Bath cost me about [illegible]

Burton Jan.y y.e 22.d 1771.—

Be it hereby remembered that Jacob Hargrave takes to farm of John Hutton y.e House he now occupies together with half y.e peathouse adjoining to Jn.o Garnett stable & the other appurtenances he now farms, except y.e Cellar.. at the rate of three shillings & sixpence for each Calender month the end of one month being the ~~first~~ twelvth day in the next, the first month beginning on the twelvth of May next. If the said Jacob Hargrave his Wife or any of his Family shall misbehave in abusing or encroaching, or making any improper disturbance amongst y.e rest of y.e Tenants of y.e said John Hutton (who is to judge himself of the conduct of this Tenants & determine any property they contrave as his Tenants,) they shall resign the

44 House, Peathouse &c. having a Month's
from the Lanlord. - Jacob Hargrave al
engages to leave all ye Windows, Doo
Partitions in as good repair as when he
foundem, & also never to go into h
Peathouse with a Light. - If Jacob Ha
observes the above restrictions he sh
have liberty to hold his Tenemt. till
the twelvth of May 1772 -

Jacob Hargreaves

1771 Ann Hargreave's mark
3s 6d. Wr. Month or 42s. Pan

115 M.

Articles of agreemt. made this 28
Day of August 1770 between
John Hutton of Burton on the
one part & Martin Hutherstall
& Wm Hargraves on ye other
part as as follow —
1st That ye Sd Martin & William
resign all pretensions & right
to ye Estate wch they farm of
ye Sd John Hutton, of the Land
at Lady-day & ye Houses at May
Day next & stile on ye condition
yt the Tennant receives of the
Lanlord, out of his last half
years rent, ye sum of one pound one Shil.
2d that the Lanlord have a right
to pull down & rebuild ye Houe

45 after ye 15th of april next
& that ye next Tennant
liberty to plow, lead on m
or lime & make ye fences
Candlemas next old Stile.
3 And that the Tennant
ye Windows, Doors, partit
floors, & Scaffolds, & Ceil
in as good repair as wh
found them
4 That Martin leaves on th
premises all the old manu
yt he shall have when he go
Witness our Hands John Ha
Witness

John Garnet

Martin

wm Hargra

his X mark

Huth

Conditions for leting an Estate belonging to the Revd Mr Hutton of Burton situated on Tatham-Moor-Side, being about fifteen acres —

1 The Tennant to enter on ye Husbanding Land on ye 13 of Febry — on ye Eatage ye 5th of April — on ye Houses on ye 12th of May next, & to hold the same for the Term of Seven — Years —

2 The Tennant to pay all Taxes whatever & to be repayd back by ye Lanlord, yt of ye windows excepted

3. The Tennant to serve all the parish offices yt of any are to be served for the Place —

4 The yearly rent to be thirteen Pounds fifteen Shils & to be payd in two equal portions, ye first at Martinmas ye second at Ladyday old Stile after ye enterance of each year —

5 The Tennant to lay all the Vestures on the premisses & six score bushel of Lime on every acre yt he shall plow out of Ley, the Lime to be laid on ye year before ye Land is plowed out of Ley, & ye land to lay again after it has been plowed three years.

6. The Tennant to sow no Wheat on the Premisses

7. The first field to be plowed is yt between ye great Harling Close & Jno Atkinson's Close, the next that thro wch the Coarse Road passes —

The rest to be plowed in Cross-Hill ——

8 The Tennant to have the House drop dry at his enterance & ye windows whole then the Tennant & to keep it well thatched & drop dry during ye Term, & to leave ye windows, doors, partitions & floors in as good repair as when he found them; & is not to let off the dwelling House or Barn or any part of them to any other Tennant without the Lanlord's consent. — The Trees on ye south side of the House to be cut down by ye Landlord, at ye enterance of the Tennant.

9 The Tennant also to keep all ye out Fences, Gates & water courses in good repair & also to preserve all ye Fruit trees from ye Cattle nor otherwise to harm them. —

10. The Scaffolds to be put in tennantable repair at the expence of the Lanlord & to be left in as good by the Tennant ——

The above articles were agreed to by us John Hutton & Anthony Downham this 20th Day of Novr. 1770. — witness our Hands

Witness — Ann Atkinson

John Hutton
Anthony Downham

Be it hereby remembered that Anthony Downham agrees to let John Hutton pull down his Farm house where he now lives, & let his Lanlord rebuild it. Anthony Downham also agrees to pay his Lanlord after the rate of twelve pence a pound yearly during his Lease for the money laid out in rebuilding the same & a swine coat Goose coat & Hen house, provided that the whole sum does not exceed forty pounds & is not less than twenty pounds. ——
The date of the Interest for the above money to begin at Martinmas next provided the house be finished by that time. — Witness our hands this tenth Day of June 1771. — — John Hutton

Witness
Francis Holme Anthony Downham

Roads to each Field —

The Tennant to have the Garden adjoining to his Stable, also the use of the Cloths Hedge Little House, Pump, & other appurtenances.

The Tennant to have ye Scaffold over his Stable partitioned off from the Gateway at the Lanlords expence.

The Tennant not to weigh or suffer others to weigh any great weights in ye Painthouse so as to damage ye Walls, sagg ye Timber or loosen the slates. —

Witness our Hands —

J Hutton

Thos Sewert

Valuation: Boon-ground 27 L Northend 5 L 6 S House & Peat house 6 L 16 S Stable 2 L 18 S = 42 L

117

Articles of agreemt. made ys. 9th day of Novr. 1770, between John Hutton & Thomas Savert are as follow — That John Hutton lets to farm to Thos. Sewert the House Peathouse now occupied by Robt. Helme & also ye. Stable & Scaffold adjoining, together wth. a parcel of Land called Boonwall, two Boontowns, Watering-Roods & Northend for the yearly rent of forty two pounds — to be pay'd each year at newyears day. — The Landlord engages to pay ye. Taxes to Church, Poor, Land & Cunstable; — The Tennant engages to lay all ye. manure arising [illegible] (the Horses to lay on ye. premises on ye. nights) & to leave ye. Houses in as good repair, as to windows, doors, floors, partitions as when he found'em. The Tennant to enter on the Houses, at mayday next & ye. Land at Candlemas old Stile, for the Term of three years. But if he shall keep his Waggons & Carrying Horses the Tennant to have the above Premises on ye. same conditions as before mentioned for the term of seven years. — But the Tennant engages to lay all the vestures on the premises in case he shall sell his Waggons & Horses during either of the above Terms

The Tennant is to plow nothing under pe
of paying after ye rate of £ five pounds
for every acre or part of acre so plowed each ye

Witnesses our Hands—

Witnesses
Thos Shepherd
John Garnet

John Hutton
Thos Sewert

Novr 22. 1770. mem: it is farther agreed by the abo
parties that the Tennant let off neither Hous
or out-Houses nor any part of them without
nor let other people bake, brew or make use of the Kitche
Landlords Consent— also y^t^ the Tennant fell or
crop no trees or Hedges for the use of Husband
but where they shall be set out by the Landlo

Articles of agreem^t made this 9th
Day of Novr 1770 are as follow
That John Hutton sells to Thos
Sewart all the Hay of his now lay
ing in ye carrying Stable Scaffold
at ye rate of two Shillings & nine
pence per yard to be payd at
candlemas next — Also Thos Sewart
is to have ye stable underneath y^e
scaffold for his Horses in case he
lays ye manure arising from them
on ye Land he has taken of I Hutton
He has also leave of entering on y^e
house addoining to I Garnett's pay-
ing after ye rate of three pounds
three Shillings a year for ye time
he occupies it, leaving it in as good
repair as when he found it, first
having leave of Thos Wildman

Who has already farmed it —

witnesses witness our Hand

Jhos Shepherd J Hutton

Thos Sew

Jany 28th 1771 Hay returned by Thos Sew

Length	Breadth	depth	content
3,8	1,0	,5	1,9
3,74	1,	,5	1,87
3,7	1,55	,5	2,867
5,37	1,	,76	2,68 / 1,34
5,4	1,	,81	4,374
5,62	1,15	,81	5,234
℔ weight	16s 7lb = 27,2	10s 11D =	3,375
total			23,640
total ℔ ℔ Helm =			23,7

& 5st 10lb at

value 3L 5S 2D

2D ℔ st: = 11

3 6 1

m: nov: 13 The dimentions of the Scaffold H
were taken by Mr Chabel Length. 7½ yard
Breadth 6 yards Hight 2¾ yards in all 123
at 2s 9D ℔ yard = 16L 18S 3D omiting the ¾ yd

not to let off again albarany part
of the above premises under penalty
of paying for ye same double the
above rent. — witness our Hands
Witness J Hutton
John Wilson Thos Seaver

49

Burton Mar: 1st 1770

Be it hereby remembd. that Tho
Sewert agrees with John Hutton f
the Hay now in his Barn viz. to p
at ye. rate of three shillings & ni
nence per yard for ye. whole & to
for ye. same on the first of Aug
next. * — Thos. Sewert also ta
to farm for one year, to enter on
same on mayday next, ye. Barn
in wch ye. above mentioned hay
together with the old Stable adjoin
(but not the Cowhouse or Scaff
over) allowing ye. said Jno. Hutt
to lay an acre & 3 Roods of Barl
in ye. Barn & liberty to thrash &
of the same; — for the rent of for
Shillings to be payd on new y
day next. Thos. Sewart engage

* m: to ask for it at Michaelmas

for the yearly rent of Jo[illegible]
be payd for the present year on

30

Articles of agreement made this
1771 between John Hutton & Thomas Sewert each
of Burton are as follow. —— That Thomas
Sewert takes to farm of John Hutton the House,
Seathouse now occupied by Robt Helme, with the
Stable adjoining & Scaffold over it, together with a
parcel of Land, the Fields called & known by the
names of Boonwall, north Boontown, south Boontown
Wateringhoods & Northend, for the Term of three years
the enterance upon the Lands being the 13th of
Feby last & of the Houses on the 12th of May next
for the yearly rent of forty two Pounds to
be paid for the present year on

penalty of paying five pounds more every year for every acre & so in proportion for every part of an acre plowed or delved; — & also not to cut or crop any Hedges & Trees for the use of Husbandry, but when & where it shall be set out by his Landlord or his Deputy, — & also to use the antient roads to & from each Field. The Tenant Tho.s Sewey also engages to lay on the above Lands all the muck & manure y.t shall arise from his Waggon & carrying Horses & ~~else~~ otherwise whatsoever, which Horses he engages are to stay on y.e premises each & every night & rest day. In case Tho.s Sewert shall sell or otherwise ~~leave~~ y.e vestures on the premises or any manure else he shall have.

John Hutton engages to pay the Land Poor, Constable & Church Taxes for the above Farm, & to let Tho.s Sewert have the Garden adjoining to his Stable, with y.e benefit of y.e Pump, Cloths hedge, little house & other appurtenances.

entering y.e entrance of that
year. - Tho.s Sewert engages to let off no part
of the houses without his Lanlords consent &
to leave all the Doors, Floors, Windows, Partitions,
& penthouse in as good repair as when he found
them, & to let no other family bake, brew or make
use of the Kitchen. Tho.s Sewert engages not to
assign off the whole or any part of the above Tene-
ment of Houses & Lands to any other person during
the above term & in case he shou'd assign over
his effects to any person or persons during the
said term, he y.e s.d Tho.s Sewert engages to deliver
up y.e above Farm to his Lanlord at y.e end of y.
year in w.ch he makes the assignment.
Tho.s Sewert engages not to plow or delve any
part of the aforementioned Lands, under the

Burton March ye 1st 1771

Be it hereby remembered that Thos Sewert takes to farm of John Hutton clerk a field called Woodhoushill for the term of three years; yearly the Rent to be five Guineas, if patured all the year; — five pounds ten shillings if mown before midsummer; — six guineas, if mown, but after midsummer old Stile; — ten pounds if plowed. — v^ch rent is to be payd at new years day succeeding ye enterance of each year the term to end at Candlemas 1774. —

Witness
John Wilson

J Hutton —

Thos Sewert

52

Burton March y.e 12. 1771

Be it hereby rememberd that I Thos. Sewert do release, resign, give up & surrender a Field called Woodhonshill, a Parrack, a Barn & old Stable adjoining to John Hatton of Burton, for wch. I had contracted the first of this present month of March — Thos Sewert

53

R Horrobin's
House 70 — for 3 years
3d " 17s " 6d New years day

The Rev.d Mr. Hutton
to
Rich.d Horrobin — } Fonth

53

Articles of Agreement made this Second day of February in the year of our Lord 1770 Between John Hutton of Burton in the County of Westmorland Clerk of the one part and Richard Horrobin of Garstang in the County of Lancaster Mercer of the other part, First the said John Hutton hath agreed to let unto the said Richard Horrobin all that Messuage or Dwelling house with a share or part of a Garden, Peat-House and Close Hedge late in the possession of one Mrs Dickinson for the term of three years to commence ~~from~~ on the 12th day of May next ensuing the Date hereof under the yearly rent of Three pounds Seventeen Shillings and Sixpence to be paid yearly [illegible] John Hutton ~~[illegible]~~ to pay all Taxes and make sufficient repairs and the Sd Richd Horrobin to keep the Windows Floors and Doors in good repair & leave the same at end of Term ~~The Sd Mr [illegible]~~ ~~[illegible]~~ The said Mr Hutton to pay all Taxes (Windows Excepted) as witness our hands the day and year aforesaid

John Hutton
Richard Harrabin

Witness
Jacob Hargreaves
Edw: Gathorne

NB ~~No par~~ The House to be let to no other Tennant without ye Landlord's Consent

Richard Horrabin

53

54

Burton Jan.ᵈ y.ᵉ 15. 1771

Be it hereby remembered y.ᵗ Thos Fenton takes to farm of John Hutton a Meadow called Broadmire, for the term of three years, to enter on the same immediately & to resign y.ᵉ same at Candlemas O.S. 1774. for y.ᵉ yearly rent of three pounds, to be paid annually on New-year's Day succeeding the entrance of each year—

J Hutton

Thos Fenton

July 18th. 1774 let ye. same till Candlemas 5/11
1774 to Mr. Bulman of Clavthrop Hall for ye. same
Rent to mow

Burton Ap: 9 1771

Be it hereby remembd. that Thos. Edmondson takes to farm of Jno. Hutton a field called Green slot for one year, ye. entrance being at Candlemas last OS. for the rent of fifty five Shillings to be payd on neyyears day next — No part of the field is to be plowed, or delved. The Tennant is to pay no dues for it at Easter, is to work one day for his Lan Lord & to lead onto it the muck in ye. Church Lane opposite ye. Bonwall witness Jno. Hutton. Thomas Edmondson

55

1771

J Edmondson Greenstor

1 year 55.s N Y D

56

Burton July 17 1770

Be it hereby remembered yt. Thos. Wildman takes to farm of John Hutton an house lately occupied by Jonn. Fenton, together with a place for Turf vth. ye. appurtenances of Pump, Cloth's Hedge &c. to enter upon at Candlemas 1771 & ye. term to expire at ~~Candlemas 1774~~ may-day OS 1774 ye. whole being three years & one quarter. - The rent to be three guineas a year to be payd on new year's day after ye. enterance of each year. - The Lan=lord to pay all Taxes ye. of ye. windows, Doors, floors, partition & plaster in as good repair as when he entered on ye. premises, & not to let off ye. house to any other person with ye. Lanlord's consent. - witness our hands

Witness
John Garnet

J Hutton
Thomas Wildman

56

Thos Wildman —
House 3L 3S at New year's
day Term 3 years.

56

57

Burton June ye 4th 1771

Be it hereby remembred y^t John Hutton releases Thos Wildman from the Contract made ~~rela~~ July ye 17th 1770 relative to the House in Burton now occupied by I Sewert on ye following conditions, namely that he pay half a guinea by way of compensation for this release the receipt of which he now acknowledges & give the Landlord [illegible] the Reg & peaceable possession of the said hou[illegible] month, paying also at the same time twenty one shillings & 9^d being the rent due for the same from Landemas last till the 12th of y^s month at the rate of 3^d 3^s ℔ an: being the yearly rent

witness our hands

Witness

I Hutton

57 John Garnet

Thos Wildman

mi 8 small Carts

58

Burton June the 29th 1771

Be it hereby rememembered that Wm Craven takes to farm of John Hutton a field called Sandy Head till Candlemas O.S. next, for the sum of forty eight Shil.s & sixpence to be payd on Newyears day next. The Lanlord to be allowed the Bed of Beas in ye field & a way to 'em

58 Jan: 21st 1772. Be it remembred
y.t Will.m Craven takes of John Hutt
for the ensueing year, y.e said Land
Head till Candlemas O.S 1773 for
the rent of two pounds 7s 6d - to be
payd new years day next. The Land
to be allowed to make any partit
the Wall next y.e lane any time
between & Lady day next.

William Craven

him, in as little a Time as the Walers & Slaters & other
Workmen will admit of & to be payd by John Hutton
when he has finished his work. It is farther agreed
that Francis Holme get & make 6 fleaks for Scaffoding each
three yards long & one broad & vattle the same in the wood
for wch he must have 3ll 0d Francis Holme also to be
allowed 1ll 9d for work done in the wood ~~for~~ in cutting
the Timber into proper lengths. witness our Hands

John Hutton. —

Francis Holme

Articles of Agreemt. made this 10th Day of June 1771 are as follow; — That Francis Holme undertakes to perform in a workmanlike manner for John Hutton all the Carpinter & Joiner work for the House he is now going to rebuild on Tatham moorside — That is to say to take down the old Timber on the Roof Rooms & partitions, to prop the Timber in the barn where it shall be necessary; to lay on the Roof in a workmanlike manner in order to be slated with Houghley Slate, to joist over the Garret floors & lay them with the old Boards or such as shall be provided by J. Hutton To lay the floors of the other Rooms with Deel, to fit all the partitions either with watling or laths fit for the Plasterers & also the ceiling of the Buttery; — to make the inside Doors & door frames or cheeks which may be plain & five in number & order. — also to perform all the Carpinter work for a Swine-coat, Goose-coat & Henhouse over them, ~~[illegible]~~ on the south side of the barn about 6 foot broad within the walls & 9 feet long. — — — — — —

The Lanlord J. Hutton engages to lay all the Timber, Deel in Balk & other wood at the place, but Francis Holme to be at the expense of sawing it for the above purposes; J. Hutton also engages to find all Nails & Iron work. Francis Holme to be at the expence of cuting & leading watling & otherwise preparing it. — also to lay the window Soals & frames where they are of wood, wch frames will not be above two or three Francis Holme to rive the Laths for ~~the Buttery~~ slating the above premises & also the saph for the buttery wch remains after the above Heart laths are riven — Francis Holme engages to perform the above articles for the sum of Six pounds according to a plan give

Catham Moor side 5 Jun June ye 10 1771

Be it hereby remembred that Anth^y Downham agrees to lead Stones from Honghley Quarry with a Cart & two Horses at the Rate of 3^s & 6^d a Day or 9 Carts for the above money

Anth^y Downham also agrees to take to board the workmen of I Hutton at the rate of 8^d a Day, for each

Also to lead lime to his House for one Shilling a Load, the pay of it being included. ~~I Hutton~~

Also to lead two Rood of Slate from the above ~~Q~~ Quarry for eighteen Shill^gs

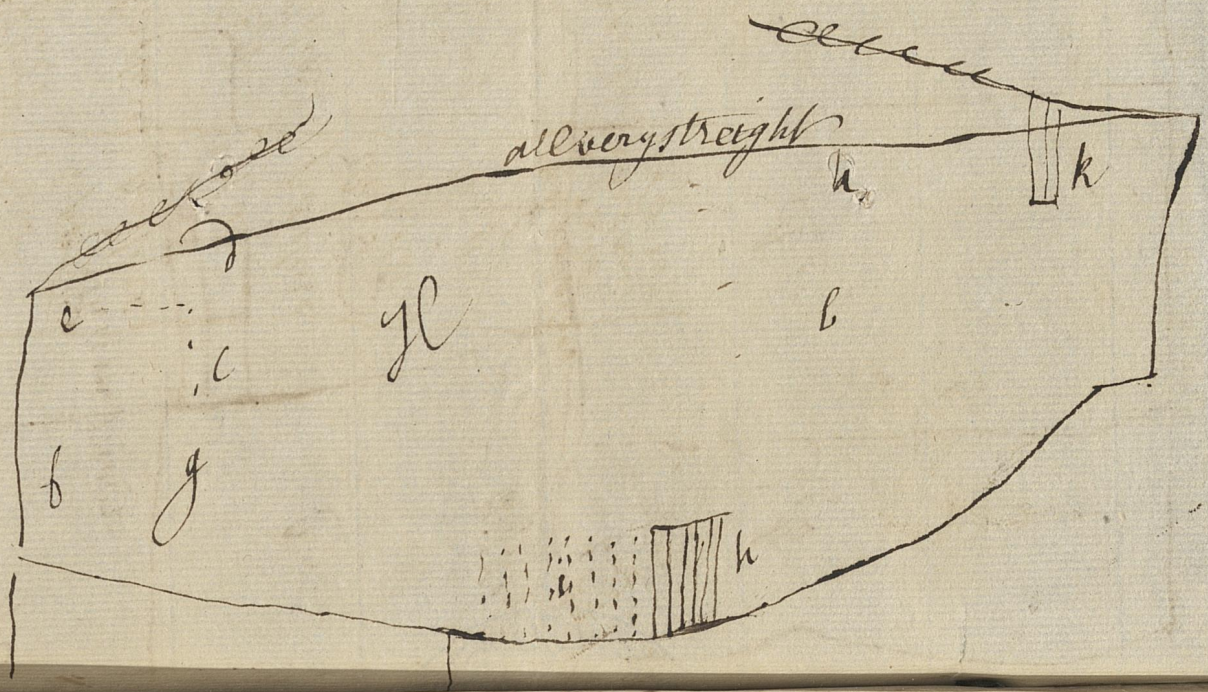
witness our Hands

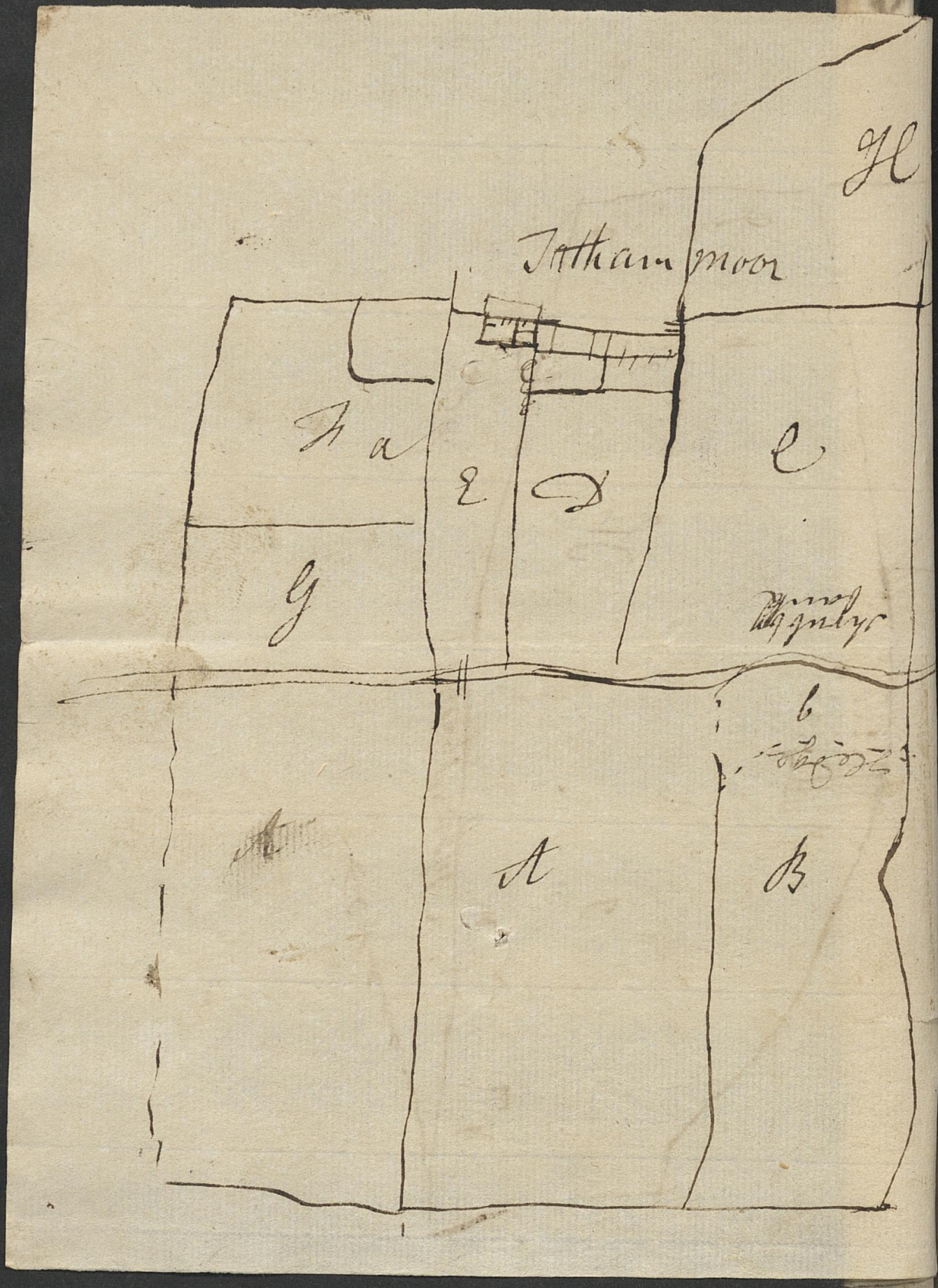
I Hutton

Anthony Downham

[illegible]

	1771	1772
A	pasture	pasture
B	pasture & limed	Oats & pasture
C	pasture	pasture
D	Hay	Hay
E	pasture	pasture
F	oats	leys & potatoes
G	Hay	Hay
H	abcd limed	k potatoes l Oats abcd oats efg oats


all very straight
d
e
c
H
b
g
h
k


H
Tatham moor
F a
E
D
C
G
b
A
A
B

Burton July the 22nd. 1771 —

Be it hereby remembered that John Hutton lets to farm unto Geo.e Johnson the Hay of a field call'd Northend, being about two acres & an half, be the same more or less, for the sum of five pounds five shillings to be payd at Michael-mas next. The Grass to be mown or cut as soon as ever the weather will permit. -- The Fogg of the said field & the Cucumber bed to be excepted in this contract & to remain the property of y.e Landlord. — witness our Hands —

Witness — J.n Hutton

John Garnet George Johnson

aug.t 2.d mem: it had eleven cartloads of Hay

Burton July 29th 1771

Be it hereby remembered that John Hutton
Lets to Farm to James Towers of Lancaster an
House lately occupied by Thos Severt for the sum
of forty eight Shillings to be payd on new years
day next. The House to be entered upon on
Monday next & resigned the twelfth of may
next. The Landlord engages to pay the Taxes
to Land, Church, Poor & Constable; & the
Tenant engages to leave the Windows
repaired as when he found em & not to let off
the above premises or any part without his
Landlords consent. — The Landlord engages to
find the above Tenant house room for twenty
carts of peats & to let him have the benefit
of pump, cloths-Hedge Little house & other
appurtenances, witness our Hands

Witness.

ann Atkinson

J Hutton

James Towers

Burton Octr. the 11th. 1771.

Be it hereby remembered that Harry Fox takes to farm of John Hutton the House & Peathouse & half the Garden wth. the other appurtenances now occupied by Parke Walker, & ye. Shop adjoining for the Term of one year for the rent of fifty four Shillings to be payd on New years day next; to enter on ye. House the 12th. of May next & ye. Garden ye. 13th. of Febry. next.

The Tenant to let off no part of the above mentioned premisses witht. the Lan lords consent. — The Tenant to leave the Windows, Doors, partitions & floors in as good repair as when he found them to pay the window Tax if any be demanded & not to suffer his Sons to bring any Boys or other Company above the Gateway or into the Yard.

Henry Fox

urton Dec. the 3d. 1771

Be it hereby remembred that John Hutton
lets to farm to William Atkinson junr. of Silver-
dale an House lately occupied by Wm. Severt with
half a peat-house & half the Garden now occupied
by Parke Walker with the otter appurtenances
of Pump, Cloths Hedge & little house for the Term
of one year to commence on the 12th. of May
next 1772 for the rent of three pounds three
shillings to be payd on Newyears day 1772
the Lanlord engages to pay yr. Poor, Land, Church
& Cumstable Taxes, & the Tenant the rest.
The Lanlord engages to keep the Walls & Roof in
tenantable repair & the Tenant engages to leave
the Windows, Doors, partitions floors & ceilings in
as good repair as when he found them, & not to
let off the House to any other Family, without

63 the Landlords consent: The [illegible] also engages ~~to~~ not to take or suffer any of his fam[illegible] or Servts. to take a light or lights into the Peat hous[illegible]

Witness our Hands
J Hutton
William Atkin[illegible]

Decr. 24. 1771 mem: let the above premisses to Wm. Atkinson senior till 12th. of May next for a gumea

63

Burton Aug.t 26 1771 64

Be it hereby remembered that Martin Hutton & Ric.d Ort buy of John Hutton two Cows for the sum of eleve pounds 5 to be delivered on Tuesday ~~sennight~~ forthnight & payd for ~~on~~ before Michaelmas O.S.

witness our Hands

J Hutton

Martin Hutton

65

Burton Novr. the 25 1771.

Be it hereby remembred that John Hutton of Burton in Kendal lets to farm to George Morley of Coat-Green-mill the House & Bathouse lately occupied by Robt. Helme, together with room in his Cowhouse for 3 or 4 Cows, with the Scaffold over for his Hay, the Garden adjoining to the dwelling House, priveledge of Clothshedge, Pump, littlehouse, & middenstead in the great yard; — also three fields called Northend, Woodhoushill, & Millmire meadow; — for the Term [illegible] years to enter upon the Land Candlemas next old Stile & the Houses the 12th of may next. The yearly rent for the whole to be twentyone pounds eight Shillings to be payd on ye. New years day succeeding the enterance of each year. The Lanlord engages to pay the Land, Poor, Constable & ~~Poor~~ Church Tax & ~~the~~ to keep the Roofs & Walls of the houses in tenantable repair; & the Tenant engages to leave the Doors, floors, Windows Shelves & partitions, in as good repair as when he found them; and also not to veigh or suffer to be weighed in the Penthouse any weight exceeding that of a Load of Wheat

65

The Tenant engages not to let off the House or any part of the Housing without the Landlords consent, nor to suffer any other Family to bake, brew or otherwise to make use of the Kitchen. -- The Land also by these conditions is to be husbanded after the following manner; the Wood-house hill to be pastured, the Northend & the milcroire to be mown or pastured at the choice of the Tenant, The Vestures to remain on the premises & all the manure arising therefrom. -- If the Tenant shall have any Straw the Landlord to allow him one cart of mack for every three Straw or else eight pence, as they shall agree. It is conditioned that no part of the above premises is to be plowed, unless the Tent shall pay the Landlord five pounds more for every acre & so in proportion for every part of an acre plowed. -- The Landlord to maintain the Gates & Stoops & the Tenant the Fences; but no fences or trees to be cut except when & where they shall be set out by y. Landlord. --
The Tenant to have y. years vinterage of the northend & woodhouse hill; & the Landlord reserves the Dunghill or middenstead opposite the great stable

Witness
Thomas Hutton

Witness our Hands
John Hutton
George morland

Decr. the 8d 1771 Be it further agreed between the above parties Jno. Hutton & Geo. Morley y. the above House is upon the condition of the Tenants not keeping an Ale house Inn or Public House. The Tenant also engages not to keep any Boarders or Lodgers who are confined to their Rooms or Bed. - to prevent harm being done by fire

witness our hands.
J. Hutton
Ge. morland

Burton Febr. 15 1773. --
Whereas George Morley should have payd to John Hutton his rent for the above contract being twenty one pounds eight shillings & whereas the above sum is not yet payd & in consideration of the Landlord respiting the paymt. thereof untill Lady day next, it is agreed that in lieu thereof the payment of the aforesaid rent shall for the future be on the twelfth of May, being the day of enterance on the Houses for each year. as witness our Hands

Witness
ann Atkinson

John Hutton
George morland

32 The other Fields v^ch have been pastures to continue
Pastures, namely the great Boontown, Watering=
=roods & Woodhousehil & the rest may be mown

34. The Tenant to have no power to assign
over the whole or any part of the above named
Lands or houses to any other person or persons.

35 And in case of Failure for distraint on
the Tenant the whole, at the years end to
be given up to the Lanlord, except the Ten-
ant shall find his Lanlord good & sufficient
security for the paym^t. of his rent & perfor=
mance of contract. —

22. The Land. to pay the Taxes to Lord, Poor, Land, Church & Constable & y. Tenant y. rest

23. The Rent days to be

24. The Tenant to repair the Fences, but not to cut any gardening, but there & where set out by y. Landlord & y. Landlord to repair y. Gates in repair as to the Roofs & walls

25. The Land. to keep the Houses ~~[illegible]~~ to set up grates in the House, & to drain the Barn & Stable & repair the windows.

26 The Tenant to leave the Windows, Doors, partitions, Floors & shelves as good as when

year the Tenant to have all the manure for his own use & disposal... Except the Tenant shall sell or otherwise part with his Waggon before the expiration of the first year & half to be reckoned from mayday next, then the Tenant to leave all ye Vestures on the premises, till the end of his lease.

To Mr. William Richinson Carrier

Sir.

Below I have sent you the Number of acres & valuation of each of the fields which I sheved you & also of the Houses & Hay with the other articles, I wou'd have stipulated I have numbered each article that you may write down on the blank page your objections to what articles you do not like, wch if I find reasonable I shall pay proper attention to.

art.	names	acre	per acre	L S D	art.		L S D
1	Boonvall	3½	S 50		12	House & Peathouse	6..10..0
2	L Boontown	2½		26..10..0	13	Stable & Scaffold	3..0..0
3	G Boontown	3			14	Barn Scaffold old Stable & lowhouse	4..4..0
4	Waterings	[illegible]	[illegible]	[illegible]			13..14..0

To Mr. William Richinson Carrier

Sir.

Below I have sent you the Number of acres & valuation of each of the fields which I sheved you & also of the Houses & Hay with the other articles, I wou'd have stipulated I have numbered each article that you may write down on the blank page your objections to what articles you do not like, wch if I find reasonable I shall pay proper attention to.

art.	names	acre	per acre	L S D	art.		L S D
1	Boonvall	3½	S		12	House & Peathouse	6..10..0
2	L Boontown	2½	50	26..10..0	13	Stable & Scaffold	3..0..0
3	G Boontown	3			14	Barn Scaffold old Stable & Cowhouse	4..4..0
4	Waterings	[illegible]					18..14..0
9	Parrack	[illegible]		0..15..0			
10	Greenslot	1¼	50	3..15..0			
11	Total	18½		44..0..0			

57..14..0

art: 15 The Land to be enter on at Candlemas & the houses at (may day next OS.

art: 16. The Lanlord Values the Houses till May-day at 4L but Mr. Horrobins Peathouse excepted

17. - The Scaffold Hay and ~~per yard~~

18. The Barn Hay at 4S per yard together & the manure arising therefrom & the Straw to remain on the premisses.

19. But the Lanl. reserves 20 yards of the Barn Hay for his Cattle. -

20. All the muck in the Northend & in ye. yard to be laid on ye. Northend at ye. Tenants expence.

21. ~~much~~ The Tenant to lay all his manure on the premisses the two first years, arising from his Horses, Cows, ashes & every way else; but the la

the Dwelling house, or [illegible]
to let any other family bake in or make
use of ye Kitchen witht ye Lanlords consent

28 The Tenant not to veigh, or suffer to be weighed any great weights
in ye Penthouse, so as to damage ye walls,
sagg the Timber or loosen the slate. —

29 Nor to sufer any lights in the out houses
except Candles & each in a good & sufficient
Lanthorn.

30 The Tent to use the ancient roads, if required
by ye Lanlord. —

31 No part of the above premisses to be plowed under
penalty of 4d more for every acre & so in proportion
except ye Sandy-head & in ye following order. first
Oats, then barley & manured, then Oats & then to lay

Burton Dec.r 16.th 1771

Be it hereby remembered y.t Jno.
Hutton lets to Jam.s Curry
Dancingmaster a room over the
Kitchin lately occupied by Robt.
Elme at the rate of 18 ℔ week
to be payd at y.e end of each week.
Stroad to be, for the Scholars
thro' y.e Kitchen; for Mr. Curry
even.g & morn.g thro' y.e front house.
Mr. Curry to leave y.e Windows
Doors, &c.a he uses, partitions, wall
plaster & ceiling & floor in as good
repair as when he found'em
The Bargain to be null & void at

ye end of any week at the desi
of either party. J^o Hutton

Chr Currey

67

Burton Jan 29 1772 — 68

Be it hereby remembred that Tho.s Edmon-
son takes to farm of Jn.o Hutton the Hou.se
now occupied by Ann Hargraves with
half a Peathouse, & a Stable now occupied
by Mr. Horrobin with the Scaffold over
with standing for two carts, with prive-
lege of Cloths Hedges & other appurten-
ances enjoyd by y.e other Tenants,
for one year, for the rent of three
pounds one Shilling to be payd on
Newyearsday next, the time of enter-
ance being the 12th of May next —
The Land to pay y.e Land, ~~Door~~ Church
& poor tax & the Ten.t y.e rest — the
Land.d to partition off y.e Scaffold from the
rest, to put the Windows, Doors, Floors &
other things in tenantable repair & y.e
Tenant to leave them in as good repair —
The Tenant engages to let off no part of
the above premises without his Land.d
consent, nor to go into any of the

outhouse with a light but with a Candle
in a good & close Lanthorn & then on
on special occasions, - & to prevent
Sons from bringing any other
Boys or Comp^y above the Gateway

Be it also remembred that the
s^d Thos Edmondson takes to fa
of the same John Hutton for
year a field called Greenslot
fifty five Shillings to enter on
same at Candlemas on ye sa
conditions as before, & to be a
to set Potatoes on the lower side

Witness our Hands
John Hutton
Thomas Edmondson

Burton Feb.y y.e 7th 1772

Be it hereby remembred that John Hutton sells to Will.m Airey a Quantity of Hay laying in John Hutton's Barn & Scaffold over the Carrier's Stable at the rate of three Shil.s & 4 pence per yard each party to chuse one to measure it, except they can fix on one person to measure it for them both. — John Hutton is to have about twenty yards of Hay reserved for himself off the Scaffold. Will.m Airey to have liberty to lay his Horses in the great stable & to lay his Straw on the Scaffold or Barn for his Beding, & in lieu thereof to cabal the Hay on the premises and to leave the manure arising therefrom & the Straw for the use of John Hutton

69 Will.m Airey is to have liberty to take
of the above hay, what is sufficient
for his Horses to eat at Lancaster
by way of Bait, but to let his Horses
lay at the Stable at Burton each
every night, except on special
extraordinary occasions. —
William Airey engages to use his
his Serv.ts use Lanthorns in going
repair, when they have occasion
for candle light, & to make use of
all proper precautions to prevent
fires. — William Airey to remain in
possession of the above premises
till the Hay is eaten, except John
Hutton lets them after may day
then W.m Airey to have liberty to
take off what Hay remains

William Airey to pay John Hutton for
the above Hay on Whitson monday
next giveing John Hutton Security
for the payment of the same, when
he enters on the Hay, or when demanded

Witnesses Witness our Hands

John Hutton

Geo. Johnson William Airey

69 for N.° 70 see next N.° but one

Roger Ewan engages to make John Hutton a clear Title of the above Estate, & to bear the expence of the title Deed, & John Hutton to bear any other expence attending it.——

If John Hutton shall find it requisite to convey the same Estate to the Parish Church of Burton in Kendal, Roger Ewan engages to make him a Title as soon as John Hutton shall think proper for yt purpose, John Hutton giving Roger Ewan proper security for the payment of the money at Candlemas

mem: of original No 73 with Church Papers in Box

Yealan Lancashire Jan: 17. 1772—

Be it hereby remembred that Roger Swan of Lupton Yeoman, sells, alienates & disposes of to John Hutton of Burton in Kendal Clerk, his Estate at Yealan aforesaid, consisting of the following Lands & Tenements, viz. one Field called great-Thornbarrow, one called little-Thornbarrow, one called gray-close-nook, one called little-close-nook one called the Croft, together with a dwelling [illegible] acres of pasture, the whole being about ten acres of customary measure, be the same more or less, with right of common, & all other rights & appurtenances thereunto belonging, — the whole being free-hold & paying only one pepper corn upon demand by way of Lord's rent — For which Estate the said John Hutton engages to pay to the said Roger Swan the sum of four hundred & thirty five pounds of lawful money at Landeman one thousand seven hundred & seventy three

Candlemas 1773, when the purchase
money is to be pay'd & the possession
of the said Estate given up to the pur=
chaser. — In the mean time Roger
Ewan engages to sign any writing on stamp
for the better securing of this Contract,
according to the tenure of these premisses
at John Hutton's Expence. — And we
hereby engage on the failure of the per=
formance of this Contract, yt. the party
which receeds or runs off from it shall
pay to the other party upon demand the
sum of one hundred pounds of lawful money
Witness our Hands

71

mem: No. 78 d. original along with Church papers

Feb: 12. 72 Yealand Estate 70

Robt. Topham Tenant. Roger Evans Land

Rent 15s. — 3s. 8d. pan: Mart. & Mayday:

Term: 3 years; enterance 25th Mar: 05

& to have a going off crop:

Repairs, Landld. to find straw at the place Uspelks; the Tent. to lay it up

Landld. to be at all other repairs

Taxes, the Tent. to ~~serve~~ pay them & to serve all offices

Manure: Vestures to be laid on the spot, except wheat straw;

to manure plowed land once in three years & to lay on oat Stubble.

Valuation of the House pan: 25s.

Little close-nook may be sold off Feb: 73 if deducted at the rate of 10d. & pound.

Landlemas 1773, when the purchase

70 Lanl.d to have lieve to fell the F
trees at seasonable times allowe
the Tent. reasonable damage
& sufficient wood for husband
moss Tent. to be allowed to get a dit
it of y.e usual breadth, but n
be burnt off thee premisses, if
House be kept up.

Be it hereby remembered yt. on this
19th Day of may 1772 James Evans
buys of John Hutton a parcel of oak
& Oak timber trees now growing of
yealand as valued ~~for~~ by James Evans
the sum amounting to about £5 25 9
be yt. same more or less; wch sum James
Evans engages to pay John Hutton on
the 13th Day of Febr next. — The Oak
trees to be cut within this present
forthnight, & to be turned off the plowed
land as soon as possible to the Hedge
side in order to do as little damage as
possible to the corn. — The Athwood
to be felled & cleared by yt. 25th of March
next. — If any trees are disputed & found
to be another persons property then
James Evans to be allowed for them
according to the value he has already
set on them as also for any one or
two trees J. Hutton may give his
Tenants

James Evans

from y.e vestures & the straw beding to be
divided between y.e Lanlord & Tenant, by two
persons whom they shall choose for that pur-
pose, so y.t y.e Lanlord may have such a share
of y.e manure as they shall think is reason-
able for the Hay & y.e Tenant such a share
as they shall think reasonable arises
from the beding. The Tenant engages
not to permit any candle or light to be
made use of in y.e Stable, scaffold or barn
but what is well & properly secured in a good
& sufficient Lanthorn. If the Lanlord
shond make a Granery above y.e Gateway the
Tenant engages to pay him after the rate of
12.D in y.e pound for the money laid out in
making it, for y.e year, or in proportion for
y.e time he occupies it. Witness our Hands

John Hutton

articles of agreem.t made this 15 Day of May 1772 are as follow. That William Arah of Shap takes to farm of John Hutton of Burton four fields called Boonwall y.e two Boontowns & Watering Roods to hold the same 'till the 13th of Feb.y next also a Stable & Scaffold over it which he now occupies & the Barstead also, 'till May y.e 12th next, for the rent of thirty pounds to be pay'd on Newyear's Day next; subject nevertheless to the following Conditions. The Tenant engages to pasture the great Boontown & Watering-roods, but has liberty to mow the Boonwall & Little Boontown, if he does not put in any Cattle to pasture y.m in y.e mean time. - The Tenant is to make use of the ancient roads to y.e Lands, to allow the Lanlord Liberty to lay Lime on y.e Headland & dung within y.e Gate of y.e Boonwall & to pay the Land Poor, Church & Constable Taxes. - The Tenant engages to allow his Lanlord to lay an acre & an half of Oats in the Barn to thrash & dress y.e same, but to be done as soon as conven.t & the Lanl.d engages to partition the scaffold off from y.e Barn - The Tenant engages to lay & eat y.e vestures of the Land on the premisses & the manure arising

The Tenant engages not to permit any lights to be made use of in ye Stable Scaffold or Barn except Candles well & properly secured in good & sufficient Lanthorns, in order to prevent accidents by fire. — If the Landlord should make a Granery above ye Gateway the Tenant engages to pay him after the rate of 12^D ^per pound ^per ann: for the money laid out for that purpose, in proportion to the time he shall occupy it.

Witness our Hands
J^o Hutton

articles of agreement made this 15th Day of May 1772 are as follow; That William Arah of Shap takes to farm of John Hutton of Burton four fields called Boonwall, the two Boontowns & Watering Roods, to hold the same till ye 13th of Feby next; also a Stable & Scaffold over it, wch he now occupes & the Barnstead also, till may ye 12th ~~also~~ next, for the Rent of thirty pounds to be payd on Newyear's day next; subject nevertheless to the following Conditions. The Tenant engages to pasture the great Boontown & Watering Roods, but has liberty to mow the Boonwall & little Boontown, if he does not put in any Cattle to pasture them in the mean time. -- The Tenant is [illegible] Headland & Dung within ye Gate of the Boonwall and the Landld engages to get a good & sufficient Gate to the Boonwall, & to pay the Land, Poor, Church & Constable Taxes. -- The Tenant engages to allow his Landld to lay an acre & an half of oats in ye Barn with liberty to thrash & dress ye same, but to be done as soon as conveniant & the Landld engages to partition ye Scaffold off from ye Barn. -- The Tenant engages to lay & eat the Vestures of ye Land on the premisses. The manure arising from the Vestures, and straw beding to be divided between the Landlord & Tenant, by two persons whom they shall chuse for that purpose, in such a manner, yt the Landlord may have such a share of the manure as they think sufficient in lieu of the Hay & the Tenant such a share as they shall think sufficient in lieu of his Straw. -

Burton September the 23d 1772 76

Be it hereby remembred that I Hutton lets to farm to John Wilson the House Peathouse & Garden now occupied by Willm Atkinson, with privilege of Pump, Cloth's Hedge, Little House & other appurtenances; as also a shop now occupied by Robert Walker, for the sum of four pounds to be payd on New years day 1774. The said premises to be entered upon the 12th of may next & to be held for the Term of one year by ye said Tenant. The Lanlord engages to pay the Taxes to the Church Land, Poor & Constable, & to keep it drop dry. The Tenant engages to leave the Windows, doors, floors partitions, Ceilings, Locks in as good repair as when he found them, also not to let off the above premisses or any part of them to any other Tenant without his Lanlord's consent

76 not to take or suffer to be taken any lighted candle or any other burning light into his peathouse, nor to let Apprentices or Journeymen bring company above the Gateway, — nor keep any Fowl or Poultry, to go[illegible] The Tenant also engages to bring [illegible] certificate.

John Hutton

John Wilson

Burton Nov.r 5th 1772

Be it hereby remembred that Henry Fox takes to Farm of John Hutton, the House, Peathouse, Garden & all other appurtenances (except the Shop, which he now occupies) for the Term of one year to enter on it the 12th of May next, for the sum of forty two Shillings to be payd on the 1st of Janr 1774. —

The Landlord engages to pay, Church Poor, Land & Constable Tax & the Tenant engages not to let off the above premisses or any part of y.m without his Landlord's Consent, also not to permit his Sons to take any Comp.y above y.e Gateway, or to take or suffer to be taken any Candle or light into his Peathouse, or to keep any Hens, Fowl or Poultry, — & to tear windows Doors, Locks & every thing else in as good repair as when he found them

77 In witness hereof we have hereunto se
Hands

John Hat
Henry F

78

Burton Decr. 5th 1773.

Whereas John Hutton of Burton hath purchased an Estate of Roger Ewan of Lupton situated in yealand Conyers in order to be setled on the Vicarage of Burton by the assistance of the Governors of the Queens Bounty & whereas the purchase money of ye. sd. Estate, being 435 L shou'd have been pay'd to Roger Ewan by John Hutton & a legal title made accordingly on the 13th. of Febry. next agreeable to a Contract signed on Stamps, by ye. above parties. - But since a legal Title cannot be made in such a manner as the Council of John Hutton learned in ye. Law require till after the next [illegible] Wife of [illegible] upon account therefore of the foregoing reasons & considerations the above parties herein concerned do mutually agree to defer the paymt. of the said sum of 435 L & ye. making out of the Title deeds untill the Title to ye. sd. Estate shall be deemed sufficient by the Council learned in ye. Law of John Hutton. In ye. mean time it is agreed also between ye. sd. parties yt. John Hutton shall pay interest for the purchase money viz: 435 L at the rate of ten pence the pound by ye. year & have a right to the rents & profits of the said Estate agreeable in every other respect to their Contract signed on Stamp. - The above copy was signed by John Hutton & Roger Ewan and Witnesed by Willm. Barker who kept ye. agreemt.

78

the next year, namely 1774. the Tenant & Landlord
to divide y. manure, but the Landlord to have the
Tenants share at eightpence a Cart-load;
The following & last year, the Tenant to have a
right to all the manure arising from the Vestures,
but the Landlord to have it if he chuses at eightpence
a Cart-load. Witness our hands this 15th Day of Jan.y
Witness 1773
ann Atkinson John Hutton
William Airey

17

Be it hereby remembred y.t this 15th day of ~~December~~ January
1772 William Gray takes to farm of John Hutton
four fields called Boonvall the two Boon Towns & Watering
Roods, as also a Stable Scaffold over it & Barn &c.h he
now occupies, and a Stable & Scaffold over it now occupied
by Thos Edmondson, with the House, Peathouse Garden &c.
now occupied by Richd Horrabin for the Term of two
years, to enter upon the Lands on the 13th of Febr next
& the Houses on the 12th of May next, for the yearly
rent of thirty four pounds sixteen Shillings & Sixpence
to be payd on the Newyear's Day after the enterance of
each year. Other conditions are as follows. The
Lanlord John Hutton engages to pay the Lords Rent,
Land, Church, Poor & Constable Taxes, to keep the
Houses in Repair, as to the Walls & Roofs, also the
[illegible] for the money laid out for that purpose; also to
trench & mix the headland at the bottom of the Boonvall
with dung. — The Tenant engages on his part to
lead off the compost on the said Headland to what part
of the Boonvall or Boon Town his Lanlord shall think
proper & set it out in an husbandry like manner
as also all the manure belonging to his Lanlord either
in the Boonvall or in the Stable yard. — The Tenant
also engages to pasture the Great Boon town & Watering
Roods, but has Liberty to mow the Boonvall & Little Boon town
yet not to plow any part of the above premises, except
he shall pay after the rate of five pounds an acre
more for every such part plowed; but has liberty to
have a rig at the bottom of the Boonvall across the field
for potatoes & no where else. The Tenant engages to make
use of the ancient roads to the above named Lands, if so

required by his Landlord, also to keep the fences in proper repair
& not to cut any Gardening for fences, but at reasonable
times, and when & where it shall be set out by his Landlord
The Landlord is to have liberty to lay an acre & an half
of grain in the Barn, but to be thrashed out & taken away
as soon as convenient. The Tenant also engages
to let no lights be made use of in the out-Houses but
Candles & always well secured in good & sufficient
Lanthorns, & to enjoin care on his Servts to prevent
accidents by fire. The Landlord to have half of the Gateway
for the carts of his other Tenants. The Tenant Wm
Airey engages not to let off to any other person any part
of the above premises, without the consent of his
Landlord John Hutton. The Vestures are to be eaten
on the premises & the manure arising from thence
[illegible] after the following manner

Burton Jany. the 26th. 1773

Be it hereby remembred that Thomas Edmondson takes to farm of John Hutton the House & Peathouse wch. he now occupies with priveledge of Pump, Cloths hedge & Little house for the term of one year to enter on the same the 12th. of May next for the rent of two pounds two Shillings to be payd on new years day next 1774. The Lanlord to pay the Taxes to the Church, Poor, Land & Constable, the Tenant to leave the windows, doors & other things in the house in as good repair as when he found them; the Tenant engages not to take any Candle or other light or suffer his family to take them into his Peathouse, nor to suffer his Sons to take any company above y^e. gateway, nor to keep any fowls

80 or Poultry in ye yard or any Co
Horse in his Peathouse. The Ten
to have liberty to set one Cart in the
Gateway

Thomas Edmo

Be it hereby remembred that this 27th Day of March 1773 John Hutton & George Morland agree to release each other mutually from all Contracts concerning the House & Outhouses the said Geo: Morley occupies of the said ~~Geo:~~ John Hutton & also the Land. The Houses to be given up the 12th of May next in as good repair as when he found them & the Lands immediately. All the Cow Muck now in y. Yard to be equally divided between the sd Geo: Morland & John Hutton. The Goods & Effects of Geo: Morland now on the premisses to be subject & liable to pay the Rent in Arrear to the sd John Hutton.

Witness

Witness our Hands
John Hutton
Geo. Morland

John Garnet

21 Octr. 1774 —

see No. 79 —

Rent of Boonvall

Boontown Watring Roods

all the buildings on ye

East side of the yard

except Shuppen & its Scaffold

Horrobins House &c —

34 L 16 S 6 D
− 3 " 17 " 6 } = 34 L 16 " 6
39 " 19 " 0

see No. 82 Do. for Geo:

morleys House, Peathouse

lowhouse Scaffold &c —

L 6 " 10 S

may 17th 73

Woodhoushil 6 " 6

total 43 " 15 " 0

Granery — 0 " 6 " 0

44 " 1 " 0

deduct Woodhous. 6 " 6 " 0

Valuation of Wm areys Farm.

Boon Land 10½ acre = 27..0 £ s

viz: 6 a = 18 £ / 4½ a = 9 £

mall at 50 s. ⅌ a = 26¾ £

House Peat house & Granery — 6..15..

Barn Stable & Cow house — 4..0..

£ s

∴ G Stable = 0. total = 37..15

by No. 79 Rent of Boon-
wall Boontown, watering
Roods, Great Stable, &
Scaffold, Barn, little Stable
& Scaffold; Horrobin's
House Peathouse, & Garden

to be deducted	£ 34..16..6
for Horrobin's House by No. 82	3..17..6
	30 19..0

by No. 82 Rent of Morleys
House Peathouse Cowhouse
Scaffold & Garden = 6..10
6..6
by May 17. 73 Woodhous hill
Granery — 0..6
Total 44..1..0
deduct Woodh.l = 6..6
37..15..0

Valuation of Wm. Airey's Farm

Boon Land = 10½ acre vir.

6 acre = 18 L / 4½ a = 9 L = 27 L 0 s

at 50 s. per acre all = 26 L 5 s

House & Peathouse ~~6 " 10~~

& Granery — 6 " 15

Barn Stable & Cowhouse 4 " 0

∴ Great Stable = 0. — 37 " 15

Be it hereby remembred that William Grey takes to Farm of John Hutton the House, Peathouse, Cowhouse & Scaffold over it & all the other Houses & appurtenances now occupied by Geo: Morley, to enter upon the same the 12th of May next for the Term of ~~three~~ two years for the annual Rent of Sixpound tenshillings to be pay'd on the newyears Day succeeding the enterance of each year.—
The Landlord engages to pay the Taxes to Church, Poor, Land & Constable
The Tenant engages to leave the Windows, Doors, Partitions, Floors & every thing else in as good repair as when he found them, — nor to let the Dwelling house, Outhouses, or any

82 part of the said premisses without his
Lanlords Consent — nor to weigh or
suffer to be weighed in the Penthou
any Weight exceeding yt. of a Load
The Tenant to let his Garden behi
his Stable go along with Mr. Horrab
House ys. year in lieu of his Gar
And be it also remembred that
said John Hutton & William Ar
mutually release each other f
the contract concerning the D
House, Peathouse, Garden &c. no
occupied by Richard Horrabin* —
In witness whereof this 31st Day
March 1773. —
Witness John Hutton
Thos. Stewardson Wm. Airey

*which rent was to be 3L. 17s. 6d.

Burton in Westmorland January the 5th 1773

Whereas John Hutton of Burton hath purchased an Estate of Roger Swan of Lupton situated in Yealand Conyers in order to be settled on the Vicarage of Burton by the assistance of the Governors of the Bounty of Queen Ann: and Whereas the Purchase Money of the said Estate (being four hundred & thirty five pounds) shou'd have been pay'd to Roger Swan by John Hutton & a legal Title made by the said Roger Swan to the s.d John Hutton on the thirteenth Day of Feb.y next agreable to a contract signed on Stamp by the said parties: But since a legal Title cannot be made of the said Estate in such a manner as the Council of the said John Hutton learned in y.e Law think requisite [illegible] Salisbury Merchant in Lancaster. Upon account therefore of the foregoing reasons & considerations the above parties herein concerned, do mutually agree to defer the payment of the above purchase money of £435 & the making out the Title Deed for the said Estate until the above named Fine shall be passed & properly approved of by the Council of John Hutton Learned in y.e Law. In the mean time however it is agreed that their Bargain take place to all other intents & purposes agreable to their contract signed on Stamp, & that John Hutton pay to Roger Swan Interest for the purchase money of the said Estate at the rate of ten pence in the pound by the year from the thirteenth Day of Feb.y next 1773

& also that John Hutton be alloved the rents & profits of the Estate agreeable to former contracts.

Signed by John Hutton

Witness Willm Barker

Roger Ewin

July the 6th 1773.—

Be it hereby remembred that John Hutton agrees with Robt. Topham of Healand to allow him three pounds three Shillings for the Dwelling House Peathouse & Smithy for the present year & for the same during the next year together with the moss & little garden adjoining & the priveledge of the well Robt. Topham to have the Thatch on the old House for taking of it off, if he lays it on the Estate belonging to it.

John Hutton

Robert Topham

Burton April 1773. 84

Be it hereby remembred that Thomas Helm of Clathrop takes to farm a Field called Sandy-gap-meadow of J Hutton to enter on the same immediately & to hold it until Feby the 13th 1774, for the Rent of three pounds ten Shillings, to be payd on the first day of Jany next. The Lanlord is to have the liberty to get Sand or Gravel near the Lime Kiln & also to lead on to the meadow mould or Rubish, in the winter season paying to the Tenant any reasonable damages done to the Herbage. Witness our Hands

J Hutton

Thos Helm

Jan: 18.74
mem: allowed him £1..6d for dressing the Dikes being 43 Rood at 6d ⅌ Rood

Burton Jany. 18th. 1774 mem: agr
by the within named Parties on the
within named Conditions for anoth
year namly till Feb: 13. 1775.
moreover agreed that Thos. Helm
off all the old Rubish weeds, Earth &
both old & new that have been take
out of the Dikes, both on the Sou
~~& Earth &~~ West sides of the said me
& lay the same in an husbandr
manner on the lowest part of
said meadow, being in the North W
corner of it, for the sum of ten Sh
& 6D. being at the rate of 3D. per Ro
mem: but only to be led off when
Soil of the meadow is hard with fr

Witness our Hau
J. Hutton
Thos. Holm

1775. Jan: 20. 51+53 = 104 Throws at Sandy Head at 18
by Thos. Helms account No. = 8s. 3D. Feb: 3d. rec.d 2½
mem he: charged for taking off the Rubish
as he did not take it off according to bargain
only laid it by y. side of y. Dike. Saml & Calvert
3s. 6D. was enough. T & K. Evan 5s.

85 House at Yealand ing Rov^d Mr. Hutton Burton

Length 21 foot within 6½ Do		
	£	s
Joists 4 Doz	1	10
5 windows	1	
work in Lintels Chockings and window wood for 1st floor framing	0	16. 6
Do same for 2d & Roof	1	
Do sparring & Lathing		14
£	5	0. 6

N.B the Low windows to be
Casements 2 ft H & 12½ Broad (by conv
Do 2 floor — 3 foot by D
stairs not less than 4 ft nor in
by 1 th
Ash wood for Roof &c at 7d pr

1773 July 29th agreed to ye article by J Hutton &
James Evans

Length within 20 foot For Yealand 73.

Width 10 foot house &c

6½

Length of Joists 7 foot pr

Quantity 4 Doz at 7d pr	1	80
windows 2 Lights at 3d 2d pr	1	1 6
Floor Checks		
work in Lintels Checks Chimneys		5
window woods for 1st floor		
floor binding &c		10
Lintels &c Top floor & Roof	1	
Herring & Lathing		14
	4	18 16

Timber & 7d pr foot Ash

Cement 2 F high & 12½ In broad.

88 9ro. Hutton Jany

For House at Yealand

The portions to be Radled [illegible] Cased
at 14 - pr. Sup[illegible] Custom ary measure

2 Red Deal doors Stuff [illegible] and Gudgeons 2 | 9 each
work 1. 6 so will be [illegible] & Snck 1 = makes 9 d
boards 2. 6 nails 6. bars [illegible] Snck 1 6 work 1. 6 | 6 - 3 d
Cupbds 7 foot by 3 - 3 = at [illegible] Shelfs at 3 pr. foot

Iron & Brass for 3 Doors [illegible] on the front edge
window Soles put in at 3 [illegible] foot and 6 for Hinges
all Shutters without frames [illegible] yard Do. unplanned 2

Floors of Deal planed at [illegible] pr. yard

Garrets to Lay the old & find [illegible]
& the new I find at - 18 - [illegible]

Stair Case to find String [illegible] ing Joists and Brackets
also String Board and [illegible] at 2 - pr. Step into Garrets
the Steps not to be less [illegible] nor more then 8
Ceiling above stairs [illegible] Laths & nails & Reeds at 1. 3 pg

To put up a Table in Butry [illegible] to breadth 20 Inch and 2 Inch thick
Oak posts at 8 - & 24 [illegible] board for Shelves at 3 pr. all - 14
[illegible] for 5 -

To find Laths Reeds & Na[illegible]

Articles of Agreemt. made this 18th
Day of Jany. 1774 between John Hutton
& James Evans relative to the finishing
the inside of an House at Yealand —
Partitions, posting, patroling & raddling
Sole trees of Oak & Doorcheeks of Deel at 1s.
per yard, the Door cases to be measured in,
& J Evans to find the materials & make
the same ready for laying on the Plaister
Two out Door of Red Deel plain 1¼ Inch
thick with hangings & snecks for the same
with a Bolt for each, to be finished & hung.
9s each. —
In Doors of Red Deel 3/4 Inch with hangings
snecks &c. each 6s. 3d.
Cupbords 7ft by 3ft 3in ~~framed~~ plain at 2s. 9d
pr yd & paneld at 3s. 6d. per yd Shelves at
3d. pr foot. Iron & brass for each Door 1s.
Shuters at 4d. per foot but to have cross bars
Hangings for each pair 6d. Window Soles 3d. pr
Red Deel Floors plained Inch thick 2s. 1d. per yd
for the front Rooms & back Do.

7 Laying old Boards in Garrett Floor
at 7d. per yard & if Boards are found 18d
the nails included.—
8 Stair case at 2s. per step. String boa
Brackets, Spring Joist & Landing Joi
& Hand rail included hence, if 24
48s. the step not less yn. 7 In. nor more
9 Joists for the ceiling in the Garrett.
at 1¼d per foot running measure in Le
The whole to be compleated in a
workmanlike manner before the
twelvth of march 1774 Witness our Hd
John Hutton
Jos. Evans—

see receipt Book for ye. paymt. of ys. Account

No 89.

Be it hereby remembered that this 24 Day of November 1774 Richard Garth of Nether Kellet takes to Farm of John Hutton of Burton, an Estate consisting of Houses, & out-Houses, about nine acres & an half of Land with a Peatmoss, situated at Yealand Conyers & now occupied by Robt Topham & Isabel Robinson for the Term of seven years the Mowing Lands to be entered upon at the proper season for Mowing, the Pasture & Hay Ground ~~the~~ on Lady Day Old Stile, & the Houses on the twelfth of May next ensueing, for the yearly rent of eighteen pounds to be payd at two equal Payments the first at Martinmas & the second at Mayday O.S. after the enterance of each year, except the last year, when the whole rent shall become due at Lammas before the Tenant departs from the said premises. Nevertheless, be it remembred that this Lease is subject to the following exceptions, conditions & limitations

The Tenant engages to let off no part of
House out houses or lands to any other
Tenant without his Lanlords Consent
To get only thirty Carts of Peats on the
moss in one year; wch are to be burnt
in the House: the moss also to be got
with.t waste, & in to a proper depth & widness
as to y.e Dike, according to y.e custom of
the place. The Tenant also engages
to plow only three acres & an half in
one year & the same to husband ac-
cording to y.e custom of y.e Country,
manuring the same once in three
years, & summer working for wheat,
any is sown; — to cut down or crop no
~~Trees~~ Hedges or Garden, but at seasonable
times of y.e year & where set out by
Lanlord: — to consume all the Hay, &
& other vestures on y.e premisses, &
on the manure arising therefrom, in
year & every year on y.e premisses
in an husbandry like manner.

and whereas Robt. Topham the present
Farmer hath an off going-crop of Barley
of two acres, be it remembred that
said Garth is to have the same Land
for the like purpose, if it be properly
manured. ——————
The Landlord engages to build the Tenant
a Shop & Kitchen adjoining to the House,
& to find Thatch for the buildings when
wanted, which the Tenant engages to ~~buy~~
draw & lay up & find Spelks. — Galls
to leave ~~over~~ the Fences, Houses, viz. —
Windows, Doors, floors, partitions
ceilings & every thing else, in as good
repair, as when he found them ——
The Tenant also engages to pay all
the Taxes & serve all the Parish Offices
for the said estate. ——
Furthermore, the Landlord engages to
remit to his Tenant six pounds out
of the first years rent, on condition y.
the Tenant lays out the same in Lime
at Pellet, or any where in the neighbour

for the use & benefit of the said Estate
& sets thereon the same in an Husbau
like manner within the three first yea
moreover the Lanlord engages to give
the Tenant half a Crown again at the
paym.t of each half years rent, o
Condition that the Tenant perform
well & properly his part of the Contr
Lastly, if a Lease is required of the La
-lord or Tenant, The Tenant to be a
the expence of y.e Paper & stamps & the
Lanlord of draving it; witness our
I Hutton.

Richard Gart

90,1

ar: 30. 75. mem: John Taylor
Waller said he v^d. undertake
raise y^e. Boonwall & Vicarage
ences to 5 Foot high from y^e.
vel of y^e. walk to y^e. top of the
ape Stones for 9D per Rood
lay y^e. Cape stones in mortar

~~d Hudson~~ Burton Jan: 18th 74 90

I have about 21 Rood of
nce wall to let to be valled 4½ Foot
igh & Stones laid on the top about 3/4
ver. in morter, materials all on the
ot, ~~the~~ the groundworks ready rid.
the stones ~~up~~ laid on each side for
0 Rood & the old wall to be taken up
for about 11 Rood. If you think it
orth while you may come over any
ay this Week & I will endeavour to
et the same. — I am yours. &c.
Burton in Kendal John Hutton
Jany. 16 1774

Mem: John Taylor undertakes to
do the Fence wall on the above
conditions, at two shillings per Rood
as soon as convenient
may be for both parties, the top stones
to be laid in morter, as soon as the
frost weather is over, witness
John Taylor

90/ Nov.r 22.d 74 Be it remembred that
Jn.o Taylor engages to rid & wall 30
yards of Wall for Jn.o Hutton at the
South end of the Sandy Head & abo
y.e same length at y.e north end of y.e s.d fi
at y.e rate of three Shill.gs per Rood
each rood being seven yards: the
said wall to be five foot high &
from y.e level of y.e road, & afterwa
to be caped with Sods & Cobble stone
the materials to be found by J. Hutt
y.e work to be done y.e winter & payd
for when done. — John Taylor

Mar: 31.75 measured y.e wall w.ch with y.e ends
= 31 y.ds 28 + 29 y.ds = 8 Rood + 4 y.ds + 2 foot

mem Feb: 16.75 payd 2 s.
Ap.l 10th 75 payd. - 4 " 6 D

1774 Dec.r 3.d Received of John Hutton in
part for Walling y.e Fence Wall & of the
Boonwall & Vicarage the sum of thirty
five Shillings — by me

John Taylor

Burton January ye. 22d. 1774 91

Be it hereby remembred that James Atkinson takes to Farm of John Hutton the House, Peathouse & Garden now occupied by Henry Fox, with the priveledge of Pump Cloth's Hedge & the other appurtenances for the Term of one year, to enter upon the same the 12th of May next for the Rent of two pounds two Shillings to be payd on New years day next. The Lanlord engages to pay the Church Poor, Land & Constable Taxes, & the Tenant engages to leave the Windows, Doors, Floors, & Partitions in as good repair, as when he found them, and not to let off the above Premisses or any part of ym. to any other Tenant with. his Lanlord's Consent, not to suffer any Candle or any other Light to

be taken into the Peathouse, nor
keep any Hens or Poultry in y.
Witness our Ha
John Hut
James Al

74 Decr. 15th be it remembred yt. James
Atkinson takes his House on
again for ye. next year for the
same Rent & on ye. same condition
as the last year — J Hutton
Witness
James his X mark Atkinson
Ann Atkson

Rent 2L. 2S. due Jan.t

Burton Jan the 21st 1774 92

Be it hereby remembred that Jonathan Craven takes to Farm the House, Peathouse & Garden now occupied by John Wilson, with the Privelege of Pump, Cloth's Hedge & other appurtenances thereunto belonging for the Term of one year, to enter upon the same the 12th of May next for the Rent of three pounds three Shillings to be payd on New years Day next. The Lanlord engages to pay the Taxes to the Poor, Church Land & Constable, & the Tenant engages to leave the windows, Doors Floors, & Partitions in as good repair as when he found them & not to let off the above premisses or any part of them to any other Tenant with his Lanlord's Consent

Jonath. X his mark Craven

Witness our Hands
John Hutton

92 Mar: 12 1774 Be it hereby remem
that we mutually release each o
from the within named Contract

John Hut

mem: present }
his Wife — }

Jonathan X his Crav
mark

Rent 3d 3s Day Jan: 1st Term 1 year

Burton March the 12th 1774

Be it hereby remembred that
Thomas Shepherd takes of Jo
Hutton the House &c now oc
-pied by John Wilson upon th
same Conditions as Jonathan
lately took the same, which a
within expressed: witness our

John Hutt

Thos Shepher

Burton Decem^r. the 1774

Be it hereby remembred that Thomas Edmondson takes to farm of John Hutton the House & Beathouse & Garden wch he now occupies, with the privelege of cloths-hedge, Pump & the other appurtenances for the term of one year to enter upon the same the 12th of May next, for the Rent of two pounds two Shillings to be payd on Newyear's Day 1775. The Landlord engages to pay the Taxes to the Church, Poor, Lord, Land & Constable, & the Tenant engages to leave the windows, Doors, Floors & partitions in as good repair as when he found them, & not to let off the above premises or any part of them to any other Tenant without his Landlords consent — nor to suffer any candle or other light to be taken into the beathouse nor to suffer his Sons to take any company above the Gateway, — nor to keep any Fowls or Poultry in the yard, — nor to lay

93 any Cow or Horse in the Heathouse
Witness our Hands.
J Hutton
Thomas Donald

Burton December the 4th 1773. —

Be it hereby remembered that John Wilson takes to farm of John Hutton the House Peathouse & Garden lately occupied by Richd. Horrobin, together with the privilege of Pump, Cloth's-Hedge & other appurtenances thereto belonging, for the Term of one year to enter upon the same the 12th of May next, & for the rent of three pounds seventeen Shillings & six pence to be payd on New year's Day 1775.

The Landlord to pay the Taxes to the Poor, Poor, Church, Land & Constable and the Tenant the rest. The Landlord engages to get a door to the bottom of the Staircase before Michaelmas 1774. & the Tenant engages to leave the windows, doors, partitions & floors in as good repair as when he found them, & also not to let off the said premises or any part of them to any other Tenant without his Landlord's consent, nor to keep any Hens or other poultry in the yard or to go with any candle or other Light into the Peathouse. —, & not to let his Servants take

9/ any Company above the Gateway
In witness whereof we have hereunto
Hands.

John Hutt

John Wilson

mem: received 6d. of the above rent by
of Earnest.

Rent L 3.. S 17.. D 6-6d Day Jan 1st. Term 1 year

1774 Decr. memorandum that John
takes his house again for the following
year on the same conditions as before

John Wilson

Woodhouse hill Term 3 years: Rent 6 L 3 S. day 12 Jan.y 95

Contracted and agreed this 13th Day of April 1774 by and between John Garnett of the Parish of Burton of the one Part and Jonathan Woen and Jonathan Craven of the said Parish of the other Part, as followeth —

The said John Garnett hath set to Farm to the said Jonathan Woen and Jonathan Craven a Field commonly known by the Name of Woodhouse Hill in Conside-ration of the yearly Rent of six Pounds three Shillings to be paid by them each Year on the 12 of January. and that they the said Jonathan Woen and Jonathan Craven are either to pasture or mow the said Field and if they mow it are to set all the Dung of what the Vesters of the said Field produce, and to hold the same till, and no longer than, the 13th of February 1777. In witness hereof we hereunto set our Hands the Day and Year above written.

Jonathn Craven

J W

96

1776 mem: Woodhouse hil had ys year 18 carts of H
77 Jany. 16 observed 31 small heaps, =7 carts bad of muck
77 Jany. 27th recd. his Rent 6L 3S gave again
Let him it again to plow for 5 years $\frac{1}{3}$ par
each year to lay after 3 years & to be
oats barley & Oats

Burton Dec.r 15. 1774

Be it hereby remembred that Thos. Shepherd takes to farm the Dwelling House & Garden & Peathouse with the privileges of Cloth's Hedge Pump & the other appurtenances, wch he now occupies of John Hutton for the Term of one year to commence the 12th of May Next — The Landlord to pay the Land, poor, church & Constable Taxes The Rent to be three pounds three shillings to be payd on new year's Day 1776 by the said Tenant, — who is to leave the windows, Doors, floors, partitions & ceilings in as good repair as when he found them — nor to let off the said premises to any other Tenant with.t his Landlord's Consent —

Witness our Hands

J Hutton

Thos Shepherd

mem: Will.m airey laid no manure on y.e Land above & labroy
in y.e Spring of 1775. / — He laid carts of manure on y.e
Headland of y.e bottom of y.e Boomwall Spring 1776 w.ch he
mixed with mold & laid on y.e Boomwall. —
Spring 1777. He laid 17 Carts of Horse Dung manure

Wm Airey
Dr
To Rent 30th April 1775
To Rent 30th April 1776
To Rent 30th April 1777
To Rent 30th April 1778
To Rent 30th April 1779
To Rent 30th April 1780
To Rent 30th April 1781
To Rent 30th April 1782
To Rent 30th April

By Lease, dated mar: 3d. 1778 for
3 years for 45L a year,
Willm. Airey engaged to lay on
the premises 60 Cart load of manure
each year & to leave 60 Cart load
on the premises in 81. when he goes off
mem: laid no manure on the Land
in 1778 as he shou'd have done
by the preceeding lease, but
led between 60 & 70 Carts in Litter
to North end wch was not set out
till the spring of 79 so yt. one
years manure was unaccounted for
In 1780. Jonr. Craven told me they
set between 200 & 300 Carts in
Boontown
mem: Tenant often moved in the
North Boontown contrary to Artic
& set on no manure in lieu thereof
In 1781 led some Carts of Rotten
sticks out of Boontown —

pounds an acre more for every acre & part of an acre so plowed, yearly. The Vestures all to remain on the Premisses. The Hay coming off the ~~the~~ said Premisses to be laid on the Scaffold over ye. great Stable, if it will hold it all, else ye. rest to be laid by itself in the Barn, each Cartful being estimated as three yards. The aforesaid Hay is to be eaten by ye. Tenants Cattle, by itself & ye. manure arising therefrom to be divided equally between ye. Lanlord & Tenant, either by ye. Cartload or admeasurem^t. The Tenant to set out the Lanlord's Share on the Premisses in an Husbandry like manner, except the last year, when the Tenant leaves the Estate & ye. Landlord's moiety of ye. manure — witness our Hands

Witness

J Hutton —

William Aires

98

Be it hereby remembred that on the thirtieth Day of April in the year 1775 William Airey takes to farm of John Hutton four fields called the 2 Boontowns, Boonvall & Watering Roods & also a little Parrack, being all about eleven acres, together with the House & other Outhouses, wch he now occupies, with the Garden & other appurtenances (the House & Outhouses being the whole, on the north & East sides of ye yard,) for the Term of three years, the Land to be given up on the 13th of Feby. 1778 & the Houses may ye 12th 1778 for the yearly Rent of thirty six pounds one Shilling, to be pay'd on the first of Jany succeeding the enterance of each year [illegible] Highway & molecatcher Tax. The Lanlord to keep the Houses in repair as to Walls & Roof, to repair the old stable & Cowhouse, & the Tenant to leave the Premisses in as good repair, as when he found them, as to Windows, Doors, Partitions, Floors & Ceilings ~~as when he found them~~ & also to let no Lights be made use of in the out Houses, but Candles well & properly secured in good & sufficient Lanthorns, to prevent any accidents by Fire. The Tenant also engages not to let off the whole or any part of ye Dwelling House, Outhouses or Lands to any other Tenant witht his Lanlord's Consent, — to make use of the ancient roads, if required, to keep the Fences in proper repair, & not to cut or crop any

trees or Hedges but at proper seasons & where set out by his Landlord & to let the Landlord have half the Gateway for his other Tenants Carts, if required, & not to weigh or suffered to be weighed any heavy Articles in the Penthouse, so as to hag y.e Timber or damage y.e walls & slate... The Landlord engages to build a Shed at the end of John Labrow's Stable about three yards wide, for the use of Wm. Airey's Colts & Cattle, provided Wm. Airey finds Thatch of Wheat Straw for y.e same & allows his men to pave & wattle it & not to put his Landlord to more expence than one Guinea... Conditions for Husbandry are as follow. The Barack to be made use of as a Garden, the Boonwall & Little Boon Down to be mown or pastured, the great Boon Down and the

No. 99 99

memorandum that on the 14th Day of Nov.r 1775. Will.m Wilson Cooper takes to farm of John Hutton an House, Peathouse, Garden & the other appurtenances lately occupied by Thomas Edmondson in Burton together with a shop now occupied by himself for the Term of one (or three years if the parties are satisfied with each other) for the yearly Rent of two pounds nineteen Shillings to be pay'd on the first Day of Jan.y after the Enterance, which is to be on the 12th of May ~~Day~~ next. The Lanlord to put the windows into good & tenantable Repair, & also to whitewash the inside of the House & to pay the Taxes to the Poor, Church Land & Constable & the Tenant to pay y.e Taxes to the Highways & Windows if any be demanded & also to leave the house in as good repair as to Doors

Garden, the Boonwall & Little Boon Town to be mown or pastured, the great Boon Town and the

windows, partitions & floors as when
found them & not to let off the ab
premisses or any part thereof w
his Lanlord's consent ——

witness our Han
John Hutto
Wm Wilson

1776 Augt. 13th be it remembred
that the Lanlord John Hutton agree
to take again ye dwelling House on
condition yt the Tenant Wm Wilson
pays for the same one Quarters
Rent or ten Shills & Sixpence &
a years rent for the Shop or
seventeen Shills next newyearsday

John Hutton
Wm Wilson

100

Be it hereby remembred that on the 1st
of July 1776. Rich.d Wadeson takes to farm
of John Hutton till Candlemas next a field
called northend for the Rent of six pounds
ten Shill.gs whereof he now pays him 1.s
by way of Earnest & promises to pay the
remainder on the first Day of Jan.y next.
witness our Hands
J.n Hutton

Be it hereby remembred this 16th
Day of April 1776. yt. John Brown
Barber takes to farm of John Hutton
for the term of one year to commence
at mayy 12th. next, the House, Peathouse
Garden & other appurtenances now oc=
cupied by Thomas Shepherd for the
Rent of three pounds three Shills.
to be pay'd on newyears day next —
The Tenant to leave the House
in as good repair as when he found
it as to Windows, doors, floors,
partitions & ceilings & other articles
~~as when he found it,~~ & not to
let it off to any other Tenant or
Tenants witht. his Lanlord's consent

Witness our Hands
J Hutton —
John his Brown
mark. —

eam Strickland Debr.

ohn Hutton L S D

il 1777 for Hay -- 0.. 19.. 2

y 1st 1778 for Hay Grass

Broadmire Meadow ~~2.. 15.. 0~~

2.. 5.. 0

total 3.. 4.. 2

e deducted 1.. 8.. 0

two load of Oats 1.. 16.. 2

ived Feby. 28. last.

Robinson's of yealand
[illegible] 45s-1 Ap. 9th 74 } Supplement. — { may 17. 1773 Woodhouse hil to Airey = 6L 6s

Northend (Mar: 30th 1774) let the Hay & Fogg —
to Benjn Newton for 6L 2s 6D — He to pay ye Molecatcher
& Highways & self ye modus — 1s Sepr 22d recd for HW 18D

Broadmire (~~Mar:~~ July 18. 1774) let to Mr Bullman
till Candlemas for 3L —
Augt 30th let it for 3 years. he paying Molecatcher
& Highways. — present Wm Labrow.

Greenslot (Augt 1st 74) let to Wm Craven till Candle
~~Octr 24 recd of Wm Craven for Stubble of Sandy Head~~
mas Hay & Fog, for 2½ G = 2L 12s 6D — recd Octr 24 1774
Octr 24 Recd of Wm Craven for Stubble of Sandy Heads 4s 6D
he is to have till it is plowed in 75

Milmire (Sepr 12. 74) let to Robt North its Fogg
to put nothing in after Newyears day except sheep
Rent 12s 6D — 6D = 12s — to be payd on Newyears day
Octr 7th 74 let ye Fogg of Vic Meadow to Watkinson 18D
Octr 26. Let Ann Richinson her Room; Rent 30s
Term one year; Rent Day Jan: 1. vide p 25

75 Febr 6. mem let ye Shop to Wm Wilson, Cooper
of Kirby Lonsde for one year from May 12. Rent 17s
Rent Day Jany 1st 1776

75. Feb: 14. mem: offered Wm Airey his Farm ag
at 37L per an: for 3 years he laying on
100 Cartful of muck each year, leaving 100
& he bids only 30 Guineas. —
Feb: 16. mem he bid 34L per an: & manure
before — Mar: 10 Let Wm Airey his Farm ag
for 3 years at 35½L per an: To divide ye man
to repair Cowhouse & old Stable & build a Shed —
6. Feb: 17. 1775 Let Greenslot to Wm Craven fo
one year for 2L 12S 6D to be payd Jany ye 1st
NB Self to pay Molecatcher & Modus. —
7. Sepr 16. 1775. fog of Vic: meadow to Helm
8 Sepr 28. 75 let ye Stubble of ~~northend~~ Sandy head till Candle
× to Ricd Wadeson of Md Jackson's for — 3S
+ 9: Novr 18 let Winterage of Langraine to Rt
till old Candlemas 76. — for 4S recd
9 Feb: 12 1776. let to Wm Craven Greenslot
on ye same conditions as before (see 6.)
Rent 2L 12S 6. & to get him two Stoops & rails
& dike neat ye Lane
0 1776 May 28 Let till Candlemas to Thos Hin
the Milmire meadow for 50S —
i 1776 July 11th Vic: meadow to Wm Kirk for 12S
k 76 July mem Mr let Croft to Wm Airey for 4S

1776. Aug.t 13th. Let to Eliz.h Lowden the House lately occupied by Thos. Edmundson — till May y. 12th 1776 for thirty one Shill.s & 6d. to be pay'd Jan.y 1777, to leave all in as good repair, as when she found it.

Witness my Hand
Eliz.h Lowden's mark

mem she gave the Cowper for y. Garden 18d. —

6. Sep.r 10 mem let to Thos. Helm the Sandy gap meadow till Candlemas O.S. for 11s. I to have leave to get sand & set out Rubish in Heaps — NB he s.d he v.d give 2s. for Vic. mead fog if he took y. rest —

mem did lake it

Oct.r 11th. Let Rob.t Shaw the Langraine for one Horse till Mart.s N.S. for 3s. rec.d Nov.r 1st O.S.

Oct.r 14th. let y. Sandyhead till Candlemas to Jn.o Saul for till Lady Day if I think proper for 4s. 6d.

Oct.r 29 Mrs. Smith Wife of Dr. Smith of Milnthrop over saw Jn.o Brown's House Stable &c. — I offered her it at 3G per an: Stable at onely & mother's Parlour at 30s. which she acquiesced in —

Jn.o Brown was willing to run y. chance of taking Eliz.h Lowdon's House, if she went out of it to place —

Jn.o Wilson intends to stay again, if he has his own House or otherwise not. — Nov.r 8th he consented

Nov.r 14th Isabel Robinson promised to stay on, on her usual rent & terms.

And also Ann Richinson

143

1777 / Jany. 20 Let the Milmire to Mo^s. Calvert
for 3 years at 50^s. ℔ an pay day N years Day
to plow & manure y^e. high side for 3 years
Ten^t. to pay Taxes to Molecatcher & Highways
Lan^d. to Dike at y^e. ends & y^e. Ten^t. to help one day
77 Jan 31 Wm Craven to have Greenslot
an y^e. old Conditions Rent 2^d. 12^s. 6^d.

1185 Westmoreland

Contracts from 1762
1760 – 1777