

LEASE From EARL COWPER to JOHN TAYLOR  
of COALBURNS FARM, RYTON – 1789

Bud-99

<p align="center"><b>0b</b> [Bud-99]</p> <p align="center">Dated 1<sup>st</sup>. Sep<sup>t</sup>. 1798.</p> <p>The Right Honble }  Earl Cowper } Lease of Coalburns Farm.  To }  M<sup>r</sup>. John Taylor }</p> <p align="center">Commencing 12<sup>th</sup>. May 1798  From - - - - 7 Years  Expires 12<sup>th</sup>. May - - - - 1805  Rent 55 £ . P. Ann.  <u>Copy.</u></p>	<p align="center"><b>1</b></p> <p>This Indenture made the First day of September in the 38<sup>th</sup>. Year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth And in the year of Our Lord 1798 <u>Between</u> the <u>Right honourable George Augustus Napare Clavering Earl Cowper</u> of the one Part and John Taylor of Coal Burns in the Parish of Ryton in the County of Durham Yeoman of the other Part Witnesseth that in Consideration of the Rents Covenants and Agreements hereinafter reserved expressed and contained by and as the Part of the said</p>
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<p align="center"><b>2.</b> [Bud-99]</p> <p>J.T. his Exors Admors and Atsns to be respectively paid observed and performed the said Earl Cowper <u>hath</u> demised granted and to farm let <u>And</u> by these Presents <u>doth</u> demise grant and to farm let unto the said J.T. his Exors Admors and Atsns <u>All that and those</u> the Farm Lands and Grounds of him the said Earl Cowper situated lying and being at or called Coalburns in the parish of Ryton aforesaid now in the Tenure or Occupation of the said J.T. as Tenant thereof to the said Earl and comprizing the Dwelling house occupied by the said J.T. with the Out-houses Barns Byers Stables and Appurtenances And all those several Fields Closes or Parcels of Arable Meadow and Pasture Land respectively commonly called</p>	<p align="center"><b>3.</b></p> <p>or known by the Names and containing or reputed to contain the several Quantities of Ground or thereabouts be the same more or less hereinafter <u>maintained</u>, (that is to say, (Here name all the particular Fields and their respective Quantities in Words at length,) making together in the whole 158 Acres and 28 Perches be the same more or less <u>Together</u> with all Houses Outhouses, Edifices, Buildings Barns Byres Stables Ways Paths Passages Hedges Ditches Fences Commons Pastures Feedings Rights Liberties Privileges Ease-ments Profits &amp; Advantages &amp; Appurtenances whatsoever to the said Farm and Premises respectively belonging or in anywise appertaining or therewith usually held or</p>
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<p align="center"><b>4.</b> [Bud-99]</p> <p>Enjoyed (Except and always reserving out of this present Demise into the said Earl Cowper his Heirs and Asens [face] Liberty to plant and inclose or set apart and retain as and for Plantations or Woodlands all such parts of the said Lands or Grounds as he or they shall think proper making &amp; paying or allowing unto the said J.T. his Exors Admors and Atsns reasonable Satisfaction or Compensation for the Ground which shall be so taken for that Purpose And also except &amp; reserving in like Manner all Timber Trees and Trees likely to become Timber and Woods</p>	<p align="center"><b>5.</b></p> <p>Lands and Grounds or any of them with Liberty to fell cut down hew saw and take lead and carry away the same at Pleasure And also except and reserving in like Manner all Coal Mines and other Mines Seams of Coal and Minerals and Quarries with liberty to open dig win and work the same and to lead take and carry away the Proceeds and Produce thereof if and when he or they shall think proper and the full and free Liberty of Wayleave  &lt;cattle&gt;  and Passage with Horses ^ Carts and Carriages and of making laying and placing letting</p>
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and Underwoods now standing growing  
^<or> being which shall hereafter be standing  
or growing or in or upon the said demised

using and enjoying Waggon Ways and other  
Ways for the Purposes aforesaid or any of  
them or otherwise in upon through or  
over any of the said demised Lands or  
Grounds and all other necessary and

**6**

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proper Privileges and Powers for the Use  
opening winning working carrying on  
and full Enjoyment of ant Colliery or  
Collieries or Coal Mines or other Mines or  
Quarries upon within or under the same  
Lands or Grounds or any of them or any  
Part thereof or upon within or under any  
adjacent or other Lands or Grounds or else-  
where And likewise full and free Power  
and Authority to grant demise or let any  
such Wayleave and Liberty of Way and  
Passage and all or any other of such  
Privileges and Powers as aforesaid to any  
other Person or Persons as aforesaid to any  
other Person or Persons whomsoever and  
to reserve receive and take the Rents  
Issues and Profits thereof to and for his  
and their own Use and Benefit he the  
said Earl Cowper his Heirs or Assigns

**7**

making and paying or allowing to the said  
J.T. his Exors Admors and Atsns reasonable  
Satisfaction or Compensation for all Damages  
and Spoil of Ground which shall be done or  
occasioned by the Use Exercise or Enjoyment  
of any of the said excepted and reserved Pre-  
misses which Satisfaction or Compensation as  
well as that to be made for the Ground

<as on>

(if any) which shall be taken ^ for Plantations  
or Woodlands as aforesaid if the said Parties differ  
about the same) shall be ascertained by three  
or by any two of three indifferent Persons  
one named by each Party and the third by  
the two first named And also except and  
reserving unto the said Earl Cowper his Heirs  
and Atsns the Right and full and free  
Liberty of Hunting Hawking Shooting  
Fishing and Fowling in and upon the said

**8.**

[Bud-99]

Premises and every Part thereof &  
To have and to hold the said  
Farms lands Grounds and Premises  
mentioned and intended to be here by demised  
as aforesaid with their and every of their  
Appurtenances (except as before excepted)  
into the said J.T. his Exors Admors  
and Atsns from the 12<sup>th</sup> Day of May  
now last past for and during and unto  
the full End and Term of 7 Years from  
thence next ensuing and fully to be compleat  
and ended Yielding and Paying  
therefore yearly and every Year during  
the said Term unto the said Earl Cowper  
his Heirs and Atsns the Rent or Sum of  
55 Pounds of lawful Money of Great  
Britain on Two Days or Times in the

**9.**

Year (that is to say) on the 22<sup>d</sup>. Day of  
November and the 12<sup>th</sup>. Day of May in  
every Year by even and equal Payments  
and the first Payment thereof to be made  
on the 22<sup>d</sup>. Day of November next ensuing the  
Date of these Presents and the same yearly Rent  
or Sum to be payable and paid as aforesaid free  
and clear of and from all Taxes Charges Rates  
Levies Assessments Impositions and Outgoings  
to be <taxed> charged  
Whatsoever already or hereafter ^ rated levied  
Assessed imposed or payable upon or for or in Re  
Put of the said demised Premises or any of them  
or any Part thereof and which shall become due  
during the said Term by Authority of Parliament  
or otherwise howsoever (the Land tax and all Fee  
Farm Rent or Rents if any issuing out of or payable  
For the said demised Premises and which shall  
have been paid by the said John Taylor his Exors  
Admors or Atsns only excepted And also

**10.**

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Yielding and paying unto the  
said Earl Cowper his Heirs or Atsns the  
further yearly Rent of Sum of 5 Pounds of  
like lawful Money for every Acre and

**11.**

aforesaid) to be payable and paid at and in the  
same Times and Manner as and together with the  
said yearly Rent or Sum of 55 £. and free  
from all Taxes Charges Rates Levies Assessments

proportionably after that Rate for every greater of less Quantity than an Acre of the hereby demised Lands and Grounds which during the said Term shall be by the said J.T. his Exors Admors and Atsns broken up tilled treated

used or managed in any Respect contrary to the Purport and Intent of any of the Covenants & Agreements hereinafter contained and or expressed With respect to the Treatment Tillage Cul- tivation and Management thereof respectively unless by the Consent in Writing of the said Earl Cowper his Heirs or Atsns first and obtained and every such further yearly Rent or Sum (in Case any shall become payable as

Impositions and Outgoings (except as hereinbefore excepted) and the first Payment thereof respectively to be made on such of the said Days of Payment as shall happen next after the Breach of Covenant Neglect Admission or Default in Respect whereof

the same shall accrue due or become payable and the same to continue payable as aforesaid from thenceforth during the then Residue of the said Term And the said J.T. for himself his Heirs Exors Admors and Atsns do thereby covenant promise and agree to and with the said Earl Cowper his Heirs or Atsns in Manner following (that is to say) that he the said John T. his Exors Admors and Atsns shall and will from Time to Time and at all Times during the said Term

**12.** [Bud-99]

well and truly pay or cause to be paid unto the said Earl Cowper his Heirs or Atsns the said Yearly Rent or Sum of 55 Pounds of lawful Money of Great Britain and also every such conditional further yearly Rent or Sum as & hereinbeforementioned (in Case any such shall become payable) on the several Days or Times and in the Manner herein before mentioned and appointed for the Payment thereof respec- tively free and clear of and from all Taxes Charges Rates Duties Levies Assessments Impo- sitions and Outgoings whatsoever as aforesaid except as aforesaid and that he the said J.T. and his Heirs Exors Admors and Atsns shall and will also duly and regularly pay and discharge all & every the Taxes Charges Rates Duties Levies Assessments Impositions and Outgoings whatsoever already or hereafter to be taxed charged rated levied

**13.**

assessed or imposed or payable upon or for or in Respect of the said demised Premises or any of them or any Part thereof and which shall be- come due during the said Term by Authority of Parliament or otherwise howsoever and well and effectually save defend help harmless and indemnified the said demised Premises and the said Earl Cowper his Heirs Exors Admors and Atsns and all other his and their Estates & Effects of from and against the Payment and Discharge thereof and all Cost Charges Dama- ges Expences Claims and Demands whatsoever which shall or may accrue or be sustained or in- curred by Reason or Means or in Consequence of the Non Payment or Non Discharge thereof or of any of them or of any Part thereof respec- tively when due the Land tax and such Free- Farm Rent or Rents if any as aforesaid only excepted And also that he the said J.T. his Exors

**14.** [Bud-99]

Admors and Atsns shall and will during the said Term at their own proper Costs and Charges keep all and every the Houses Outhouses Barn Barns Stables and Buildings (the Roofs Walls and Main Timbers thereof excepted) and all and every the Windows and Shutters thereof Doors Locks Keys Bolts Bars hinges Crooks Gates Stoops and Styles and all the Hedges and Fences except those for the inclosing young Springs of Wood if any Ditches Drains and Water Courses of upon and belonging to the said demised Premises (as well such as may hereafter be made set up or placed thereon as those now there) in good and tenantable Repair and Condition and the Hedges Ditches Drains and Water Courses will scoured backed

**15.**

in such Repair and Condition as aforesaid and the quiet and peaceable Possession thereof unto the said Earl Cowper his Heirs or Atsns at the Expiration or Determination of the said Term And shall and will from Time to Time and at all Times during the said Term upon Request at his own Expence lead all such Stones Timber Lime and other Materials and Things as shall be necessary or proper in for or about the Repairing of the houses and Buildings of and upon the said demised Premises and all such Stakes and R[ice] as shall be requisite for making any new Fences. and likewise all such Stones as shall be requires for making any Stone Walls which the said Earl Cowper his Heirs or Assigns shall think

hained cleansed and open And shall and will yield and deliver up the said Premises

proper to build set up or make upon or about the said demised Premises or any Part

**16.** [Bud-99]

thereof during the said Term And that he the said J.T. his Exors Admors and Atsns shall not cut down lop top Spoil or damnify or cause or Suffer to be cut down lopped topped Spoiled or damnefied any of the Trees Saplings or Underwood now standing or being or which shall hereafter be set planted or growing upon the said demised Lands or Grounds or any Part thereof but shall and will with due Care nourish and preserve the same and also the Quicksetts and or Quicks growing and to be growing in the Hedges and Hedge Rows of the said Premises or as to promote and encourage the Growth thereof And shall not nor will remove or carry away or Suffer to be removed or carried away from off the said demised Premises any of the Thorns Gar[se] or Underwood growing or to be growing thereon nor do or commit or cause or suffer to be

**17.**

done or committed any wilful Waste Spoil or Damage to or upon the said demised & Premises or any Part thereof during the said Term And shall and will plow till husband and manage such parts of the said demised lands and Grounds as now are and during the Continuance of the said Term shall be in Tillage according to the best and most approved usage and Course of Husbandry of the Country observing the several Covenants restrictions and agreements hereinafter expressed & contained with Respect to the Tillage Plowing Cultivation and Management thereof And shall not nor will have or use in Tillage at any one Time during the said Term more than 45 Acres of the said demised Lands and Grounds And shall and will yearly

**18.** [Bud-99]

and every Year during the said Term faugh or fallow one full third Part of the arable or tillage Grounds of the said demise Premises or as near one third Part thereof as the Circumstances of the several Fields will admit of And shall and will yearly & Every Year lay and spread 3 Fothers or Wain-Loads of good well burnt un-fallen Lime or 15 Fothers or Wain Loads of good rotten Stable Dung or Manure upon every Acre of such fallow Grounds and plow the same 5 Times at the least And shall not nor will have use or continue any of the said demised Lands or Grounds in Tillage longer than during three successive Years And shall and will yearly and in every Year lay down to Grass one full

**19.**

third Part of the arable or tillage Grounds or as near one third Part thereof as the Circumstances of the several Fields will admit of And shall not nor will have take or reap from any Land intended to be so laid down to Grass as aforesaid more than one Crop of Corn after fallowing and liming or manuring and plowing the same as hereinbefore mentioned before the same shall be so laid down to Grass And shall and will lay the same down with such Crop of Corn and sow upon every Acre thereof and proportionably after the same Rate upon every less Quantity than an Acre 7 Pounds or upwards of good red Clover Seeds and 5 Pounds or upwards of good white or yellow Clover Seeds and ½ a Bushel of

**20.** [Bud-99]

Ray Grass Seeds and that the Grounds which shall be so laid down shall be continued in Grass during 3 Years at the least before the same shall be plowed or broken up or again converted into Tillage and that he the said J.T. his &c. &c. shall not nor will graze or depasture any of the Lands or Grounds which shall have been sown with Clover and Grass Seeds for the

**21.**

the hereby Demised Closes Lands or Grounds called the Meadow Field and Pit Field or either of them or any Part thereof but shall and will continue the same in Grass during the whole of the said Term and shall and will convert into Tillage in lieu of the arable or tillage Grounds which shall be laid down to Grass as herein before mentioned such other of the said hereby demised Lands or Grounds or

Purpose of being laid down to Grass as aforesaid in the last Year of the s<sup>d</sup>. Term subsequent to the 1<sup>st</sup> Day of October next preceding the End of the said Term but shall and will keep the same un-eaten from and after that Day during the there Residue of the said Term And shall not nor will at any Time during the said Term plow or break up or convert into Tillage

such Part or Parts thereof only as shall be by the said Earl Cowper his Heirs or Atsns or his or their Agents assigned or appointed for that Purpose as hereinafter mentioned And shall not nor will pare or burn any of the said hereby demised Lands or Grounds without the [Licence] or Consent of the said Earl Cowper his Heirs or Atsns or his or their Agent or Agents in that Behalf first had & obtained in

**22**

[Bud-99]

writing And shall not nor will at any Time during the said Term sow upon the said demised Lands or Grounds or any of them or any Part thereof any Hemp Flax or Rape for seed And shall and will yearly and every Year during the Term destroy the Moles in and upon the said demised Premises and properly scaile and dress the Meadow and Pasture Lands thereof And that he the said J.T. his Exors Admors and Atsns shall not nor will sell or dispose of or cause or permit to be carried off the said demised Premises any of the Hay or Straw which shall have grown thereon or any Dung Compost or Manure which shall have arisen or be made upon the said Premises but shall and will use employ spend and consume or leave upon the said demised

**23.**

Premises all the Hay and Straw grown thereon and at the most proper Times and Seasons in the Year lay and spread in a good husbandlike Manner all the Dung Compost and Manure arising therefrom or otherwise made upon the said demised Premises on such Parts of the said demised Lands and Grounds as the said Earl Cowper his Heirs or Atsns or his or their Agent or Steward Agents or Stewards shall direct or appoint and in Default of such Direction or Appointment upon such Parts thereof as shall most need the same – laying and spreading one half Part thereof upon the Grass Lands and the remaining half Part thereof on the arable or tillage Lands except such Dung Compost or Manure as shall arise or be made upon the said

**24.**

[Bud-99]

Premises subsequent to the 22<sup>d</sup>. Day of November next preceding the End of the said Term which the said J.T. his Exors Admors and Atsns shall and will leave upon the said demised Premises for the said Earl Cowper his Heirs or Atsns or his or their succeeding Tenant or Tenants of the said Premises And that he the said John Taylor his Exors Admors or Atsns shall and will permit and Suffer the said Earl Cowper his Heirs or Atsns or their Agents Servants or Workmen or succeeding Tenant or Tenants of the said demised Premises in the Winter and Spring next preceding the End of the said Term to enter and come into and upon the said demised Lands and Grounds or any Part thereof except such arable Grounds as shall be designed or intended for the away going Crop of the said J.T. his &c. as hereinafter mentioned at convenient and seasonable

**25.**

Times to sow and harrow the arable Parts thereof except as aforesaid and to scale and mole the Meadow and Pasture Lands as shall be thought necessary or proper And that the said J.T. his Exors Admors and Atsns shall not nor will in the Winter or Spring next preceding the End of the said Term keep and agist upon the said Demised Lands or Grounds or any Part thereof a greater Number or Stock of Cattle or Sheep than shall have been usually kept or agisted thereon in the preceeding Years of the said Term And shall and will hain and free from grazing & eatage all the Pasture Lands of the said demised Premises from and after the 25<sup>th</sup> Day of March next preceding the End of the said Term And that the said Earl Cowper his heirs or Atsns or his or their necessary Tenant or

**26.**

[Bud-99]

Tenants shall have full and free Liberty to sow such of the said Lands or Grounds as shall be designed or intended for the away

**27.**

shall or may be regularly and constantly supplied with the Straw arising therefrom And that it shall and may be lawful to

going Crop of the said John Taylor his Exors Admors or Atsns or any Part thereof with Hay Grass or Clover Seeds at convenient Times in the proper Season for that Purpose and to harrow and roll in such Seeds according to the Custom of the Country and likewise at any Time after the 1<sup>st</sup> Day of December next preceding the End of the said Term to plow lime and manure all or any Part or Parts of the said Lands or Grounds then intended for Fallow And that he the said J.T. his Exors Admors and Atsns shall and will thresh out their away going Crop in a regular Manner and at the most convenient Times and so as that the next succeeding Tenant or Tenants of the said hereby demised Premises

and for the said Earl Cowper his Heirs and Atsns and his and their Agent or Steward Agents or Stewards and such Workmen and Servants as he or they shall think proper to employ therein from Time to Time and at all or any Times or Time during the said Term to enter or come into and upon the said demised Premises or any of them or any Part or Parts thereof to view and see the State of Repair and Condition thereof and to erect build and set up such Stone Walls or Fences and make such Repairs Additions or Improvements to in upon or about the same as he the said Earl Cowper his Heirs or Atsns or his or their

**28.**

[Bud-99]

Agent or Steward Agents or Stewards having the Superintendance and Care of the said Premises shall be required or think fit as well as to view and see the Husbandry Conduct and Management of and with Respect to the said Premises by the said J.T. his Exors Admors or Atsns And moreover that he the said J.T. his &c. or Atms. Shall not nor will at any Time during the said Term hereby granted assign transfer or set-over or let or demise the said hereby demised Premises or any of them or any Part thereof to any Person or Persons whomsoever for all or any Part of the said Term without the Licence or Consent of the said Earl Cowper his Heirs or Atsns first had and obtained in Writing for that Purpose And that the said J.T. his Exors Admors or Atsns shall not will at any

**29**

Time during the said Term without the Consent of the said Earl Cowper his Heirs or Atsns first had and obtained in Writing for that Purpose permit or suffer any Person or Persons whomsoever to lead carry or convey with Waggons Wains Carts or other Carriages any Coals Cynders Stones or other Things in through over or along the said demised Premises or any Part thereof And shall and will permit and suffer the said Earl Cowper his heirs or Atsns and he or they are hereby authorized and empowered to commence sue and prosecute or cause to be commenced sued and prosecuted such Action or Actions as he or they shall think fit in the Name or Names of him the said John Taylor his Heirs Admors or Atsns or any of them against any Person or Persons whomsoever for or in respect of any

**30.**

[Bud-99]

Trespass or Trespasses upon the said demised Premises or any Part thereof And he the said J.T. or his Exors Admors or Atsns shall not nor will release disavow discharge or discontinue the same being by the said Earl Cowper his Heirs or Atsns saved harmless and indemnified against the Costs thereof and all Charges and Demands which shall or may accrue or be sustained incurred or occasioned by Means or in Consequence thereof And the said Earl Cowper for himself his Heirs Exors & Admors doth covenant promise and agree with the said J.T. his Exors Admors and Atsns by these Presents in the Manner following (that is to say) that he the said Earl Cowper his Heirs or Atsns shall and

**31.**

down to Grass as hereinbefore mentioned assign set out and appoint or cause to be assigned set out and appointed as equal Quantity of the Grass or Pasture Lands thereof so to be laid down as before mentioned to be plowed or broken up or converted into Tillage in lieu of the Lands so laid down to Grass and that the Lands so assigned set out and appointed shall or may be thereupon by the said J.T. his Exors Admors or Atsns plowed or broken up & converted into Tillage accordingly And that he the said J.T. his Exors Admors and Atsns duly paying the Rents and observing performing and keeping the Covenants Conditions & Agreement<sup>s</sup>. hereinbefore ~~observed~~ reasoned expressed and contained by

will from Time to Time when and as often as any arable or tillage Grounds Part of the said hereby demised Premises shall be laid

and on the part of him and them to be Respectively paid observed performed and kept according to the true Intent and Meaning of these

**32.** [Bud-99]

Presents shall and may peaceably & quietly have hold use occupy possess and enjoy all and singular the said Farm Lands Grounds and Premises mentioned and intended to be hereby demised with the appertinances except as herein before excepted for and during all the said Term of 17 Years without any Let Suit Trouble Hinderance Denial Eviction Interruption or Disturbance of from or by him the said Earl Cowper his Heirs or Atsns or to claim by from or under or in Trust for him or them or by through or with his or their Act Means Procurement Default Consent or Privity And also that upon the Conditions aforesaid but not otherwise the said J.T. his Exors Admors or Atsns shall or may in the harvest next after the End of

**33.**

the said Term have reap take and carry away to his or their own Use or Uses to any of the Barns and Stock Garths belonging to the said demised Premises the Crop of Corn which shall have been sown upon two third Parts or not exceeding 30 Acres of the arable or tillage Ground of the said demised Premises in the next preceding Autumn and Spring and shall and may have and enjoy convenient and sufficient Barn Room and Stock Garth Room for the Placing and Threshing and winnowing of such Corn so as he or they thresh the same and remove the Corn thereof before the 12th Day of May next after the End of the said Term and thresh the same such Times as the said Earl Cowper his heirs or Atsns or the succeeding Tenant or Tenants of the said Premises

**34.** [Bud-99]

shall need or have Occasioned for the Straw thereof It being agreed and the true Interest and Meaning of these Presents and of the said Parties hereto that the said Earl Cowper his Heirs or Atsms or the succeeding Tenant or Tenants of the said demised Premises shall have all the Straw of such away-going Crop to be used or disposed of as he or they shall think fit and convenient And Further that the said Earl Cowper his Heirs or Atsns shall and will from Time to Time and at all Times during the said Term upon every reasonable Request and Notice in tha[t] Behalf to him or them or his or their Agent or Agents made or given at his or their own Expencc well and Sufficiently maintained & keep in Repair the Roofs Walls and Main Timbers of the Houses and Buildings of upon

**35.**

and belonging to the said demised Premises the said John Taylor his Exors Admors or Atsns leading all such Stones Timbers Lime and other Materials as shall be necessary or proper to be used therein pursuant to their Covenant and Agreement in that Behalf & hereinbefore expressed and contained Provided always and it is hereby agreed and declared by and between the said parties to these Presents that if the said yearly Rent or Sum of 55 £. or any such conditional further yearly Rent or Sum as herein before reserved or mentioned and made payable (in Case any such shall become payable) or any Part thereof shall be in Arrear and unpaid for the Space of 40 Days next over or after any of the Days or Times herein before appointed

**36.** [Bud-99]

for Payment thereof (the same having been demanded when or at any Time after due) or if the said J.T. his Exors Admons or Atsns shall assign transfer or set-over let or demise the said Farm Lands Grounds and Premises mentioned and intended to be hereby demised or any of them or any Part thereof for all or any Part of the said Term hereby thereof granted without the Licence and Consent of the said Earl Cowper his Heirs

**37.**

from thenceforth in any such cases it shall and may be lawful to and for the said Earl Cowper his Heirs or Atsns into and upon the said hereby demised Premises or any of them or any Part thereof in the name of the whole wholly to reenter and the same to have again retain repossess and enjoy as his or their former Estate and the said J.T. his Exors Admons or Atsns and all other Persons in Possession of the said Premises and claiming

or Atsns first had and obtained in Writing  
for that Purpose or make Default in  
the Observance or Performance of all or  
any of the Covenants Conditions or Agreem<sup>ts</sup>.  
herein before expressed and contained to be  
by and on the Part of him and them &  
observed kept and performed Then and

by from or under him them or any of them  
thereout and from thence utterly to expel put  
out and amove any Thing herein contained  
to the contrary thereof in anywise not-with  
Standing In Witness whereof the  
said Parties to their presents have hereunto

**38.**

[Bud-99]

interchangably set their Hands and Seals  
the Day and Year first above written  
Cowper [(LS)] G Cowper  
His Attorney