

1791/1792: Concerning the lease of an area of Pipe Green to John Hartwell of Leomansley Mill.

Original document held in Lichfield Record Office D45/2.

**At the beginning of the document are the dates of submission and approval of the document**

*Mr John Hartwell to the Rev. Mr. Remington, GRANT OF ANNUITY dated  
2nd day of Sept. 1791.*

*Inrolled in his Majys high court of the Chancery the ninth day of February in the  
year of our Lord 1792 being first duly stampd according to the Tenor of the  
Statutes made for that purpose.*

*1. 25 27 John Milford*

**Description of the parties involved in the agreement, including 13 names of the inhabitants of Beacon Street**

*THIS INDENTURE made the second day of September in the thirty first 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 in the year of our  
Lord one thousand seven hundred and ninety one BETWEEN John Hartwell of  
the City and County of Lichfield Gentleman of the one part and The Reverend  
Edward Simeon Remington of the Close of the Cathedral Church of Lichfield in the  
County of Stafford Clerk Curate of the Curacy of Saint Chad otherwise Stowe in the  
City and County of Lichfield a Trustee nominated and appointed by the present  
Inhabitants of Beacon Street in the City and County of Lichfield aforesaid being  
Parishioners of the said Parish of Saint Chad otherwise Stowe in the said City and  
County on behalf of themselves and all future Inhabitants of Beacon Street  
aforesaid being Parishioners as aforesaid of the other part WHEREAS by articles  
of agreement bearing our date herewith and made or mentioned to be made between  
John Fletcher esquire, Peter Garrick esquire, Saint George Powell Bowles esquire,  
George Addams Gentleman, John Fern Gentleman, John Hewitt, William  
Morecroft, John Whittaker, John Holmes, John Moor, John Fernihough, Samuel  
Key, Joseph Mosedale, and others whose hands and seals are thereunto set and  
subscribed being Inhabitants of Beacon Street and Parishioners of the said Parish  
of the one part and the said John Hartwell party hereto of the other part.*

**Description of the land to be enclosed for the millpond. This section categorically states that the inhabitants of Beacon Street own Pipe Green. It also suggests that a channel was dug from the millpond onto Pipe Green (where the present day culvert is?) and that Leomansley brook, where it crosses the Green, may have been dug deeper, in order to aid in the flow of water from the Mill (as well as improve drainage on the Green).**

*It is covenanted, granted and agreed by and between the parties thereto that the said John Hartwell for the consideration therein shall be permitted to take possession of inclose and convert to his own use and forever Hereafter enjoy a certain small part of a piece of part of a piece of Land called Pipe Green particularly described in a map or plan annexed to the said articles lying in the said parish of Saint Chad and City and County of Lichfield which for time immemorial hath been esteemed and enjoyed as the property of the Inhabitants of Beacon Street and being parishioners of the said parish of Saint Chad and no other person, which said piece of land so agreed to be given to the said John Hartwell contains by survey two roods and is now set out by poles and stakes and is bounded by a Close of Land of the said John Hartwell in the Liberty of Pipe cum Membris in the County of Stafford late the Estate of Mr Thomas Barton and since of Mrs Katharina Gregory on part of which Close a Mill is intended to be built and the other part to be converted into a Mill pool and by a certain piece of Waste Land called Lemonsley and the remainder of Pipe Green aforesaid and is agreed to be separated by the said John Hartwell his Heirs and Assigns from the remainder of Pipe Green aforesaid by posts and rails or other or sufficient fences and also to cut and make a watercourse from the said intended Mill pool along Pipe Green aforesaid so as to convey the water from the said Mill by which the remainder of the said Pipe Green will be drained of Water by which it is now much injured*

#### **Payment of 10s by John Hartwell to Edward Remington**

*...and the said John Hartwell did by the said articles agree to pay and by this present Deed to be duly inrolled to secure to be paid to the said Edward Simeon Remington and his successors Curates of the said Curacy for over out of the lands and premises hereinafter mentioned the sum of ten shillings of lawful money of Great Britain if he the said John Hartwell his Heirs and Assigns should be permitted so long to hold and enjoy the said piece or part of land so agreed to be given to and to be enclosed by him from Pipe Green aforesaid the said yearly rent charged or sum of ten shillings to be paid free from all taxes and deductions and to be employed in manner hereinafter expressed*

**But 5s has to be up front!**

*NOW THIS INDENTURE WITNESSETH that in pursuance and execution of the said agreement and in consideration of five shillings of lawful money of Great Britain to the said John Hartwell in hand paid by the said Edward Simeon Remington at or before the execution hereof the receipt whereof is hereby acknowledged T<sup>B</sup>e the said John Hartwell HATH granted and confirmed and by these presents*

**The 10s will be paid out of Hartwell's land and will be paid on 24th December each year. This section includes a description of the boundaries of Hartwell's land.**

*DO<sup>T</sup>H grant and confirm unto the said Edward Simeon Remington and his successors Curates of the said Curacy of Saint Chad otherwise Stowe in the said City and County of Lichfield for ever One Annuity or clear yearly rent charge or sum of ten shillings of lawful money of Great Britain to be issuing and payable out of ALL that close piece or parcel of arable or pasture land containing by estimation three acres be the same more or less situate lying and being in the Liberty of Pipe cum Membris in the Parish of Saint Michael in the County of Stafford now in the occupation of the said John Hartwell heretofore the estate of Mr Thomas Barton and since Mrs Katharina Gregory and lately purchased by the said John Hartwell of and from the Devises of the said Katharina Gregory being bounded by the said piece of Waste Land called Leamonsley by the said land called Pipe Green and the land of Mr George Addams on all or most parts thereof or by whatsoever other descriptions the said premises have been or may be better known or described with the appurtenances the said annuity or yearly rent charge or sum of ten shillings to be paid and payable to the said Edward Simeon Remington and his successors Curates of the said Curacy of Saint Chad otherwise Stowe aforesaid for ever free and clear of and from all taxes rates assessments and other deductions whatsoever upon the twenty fourth day of December in every year the first payment to begin and be made upon the twenty fourth day of December next ensuing the date hereof*

**The 10s will be used to by bread and be distributed by the Churchwardens of St Chads, on Christmas Day, to the poor of Bacon (Beacon) Street**

*TO HAVE AND TO HOLD receive take and enjoy the said Annuity or yearly rent charge or sum of ten shillings hereinbefore mentioned and intended to be hereby granted unto the said Edward Simeon Remington and his Successors Curates of the said Curacy of Saint Chad otherwise Stowe in the City and County of Lichfield aforesaid forever without any deductions for taxes and otherwise*

howsoever IN TRUST and to the intent that the said Edward Simeon Remington and his Successors Curates of the said Curacy of Saint Chad otherwise Stowe do and shall yearly and every year on Christmas day for ever lay the same out in the buying of Bread to be delivered by him and them or his on their order to the Churchwardens and Overseers of the poor of the said Parish to be by them distributed amongst the poor Inhabitants of Bacon Street aforesaid being Parishioners of the said parish for ever.

**What will happen if the 10s is not paid! Remington is allowed to impound Hartwell's property.**

And if it hereafter happen that the said Annuity or yearly rent charge or sum of ten shillings or any part thereof shall at anytime hereafter be behind in arrears or unpaid for the space of thirty days next after any day or days hereinbefore mentioned and appointed for payment thereof it shall and may be lawfull to and for the said Edward Simeon Remington or his Successors into the lands and premises hereinbefore charged with the said Annuity or rent charge or any part thereof to enter and distrain for the said Annuity or yearly rent charge and all arrears thereof, and the distress and distresses then and there found to take lead drive carry away and impound and the same impounded either to detain and keep until the said Annuity or yearly sum of ten shillings and all arrears thereof, and the costs and charges of such distress or distresses shall be fully paid and satisfied, or otherwise to sell such distress or distresses for payment of the said arrears costs and charges rendering the Overplus if any be after such arrears costs and charges are deducted unto the said John Hartwell his Heirs or Assigns AND the said John Hartwell doth hereby for himself his Heirs Executors and Administrators, covenant promise and agree to and with the said Edward Simeon Remington and his Successors Curates of the said Curacy of Saint Chad otherwise Stowe in the manner following that is to say that he the said John Hartwell now hath in himself alone good right full power and lawful and absolute authority to grant and confirm that the said Annuity or yearly rent charge of ten shillings unto the said Edward Simeon Remington and his Successors in manner hereinbefore expressed AND FURTHER that he the said John Hartwell his Heirs and Assigns shall and will yearly and every year for ever pay or cause to be paid unto him the said Edward Simeon Remington and his Successors Curates of the said Curacy of Saint Chad otherwise Stowe aforesaid the said Annuity or yearly rent charge or sum of ten shillings of lawful money of Great Britain upon the twenty fourth day of December

in every year without any deduction for taxes or otherwise according to the true intent and meaning of these presents

**The agreement will cease if Beacon Street inhabitants want the land back.**

*PROVIDED* always and it is agreed by and between the Parties hereto for themselves and their respective Heirs Successors and Assigns that in the case the said John Hartwell his Heirs or Assigns shall at any time hereafter be ousted of the possession or enjoyment of the said two roods of land part of Pipe Green aforesaid agreed to be given to him aforesaid by the present or future Inhabitants of Bacon Street aforesaid or by any person on their behalf Then and in such case the said Annuity or rent charge hereby granted shall cease and be void and anything contained to the contrary notwithstanding *IN WITNESS* whereof the parties above named to these present Indentures interchangeably have set their Hands and Seals the day and year first above written.

Signed John Hartwell.

Sealed and delivered upon parchment duly stamped by the within named John Hartwell in the presence of Willm. Marshall, Char. Allport.

The following is written in the margin of the main part of the document:

This deed was acknowledged by the within named John Hartwell as his act and Deed at the City of Lichfield the first day of February in the year of our Lord one thousand seven hundred and ninety two before me.

Char. Simpson

A master extraordinary in Chancery