



Dated 14th day of August 1848

Dean & Chapter of Lincoln

- to -

Robert Cracroft Esquire

Lease of a Messuage or Dwelling House Garden and premises in the Close of Lincoln for Forty Years commencing the 25th day of June 1848

Names mentioned in the document :-

Robert Cracroft Esq.
John Gifford Ward
Philips Glover Esq
Gervase Scrope Esq

Joseph Moore Esq.
Mrs Hamledon
Doctor Charlesworth

Mrs Craster
Dean and Chapter of the
Cathedral Church

Property mentioned in this indenture:-

- See plan on next page.

This Indenture

made the Fourteenth day of August in the twelfth year of the Reign of our Sovereign Lady Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the faith and in the year of our Lord one thousand eight hundred and forty eight **Between** The Right Worshipful John Gifford Ward Clerk Master of Arts Dean of the Cathedral Church of the Blessed Virgin Mary of Lincoln and the Chapter of the same Church of the one part and Robert Cracroft of Hackthorn the County of Lincoln Esq. Of the other part

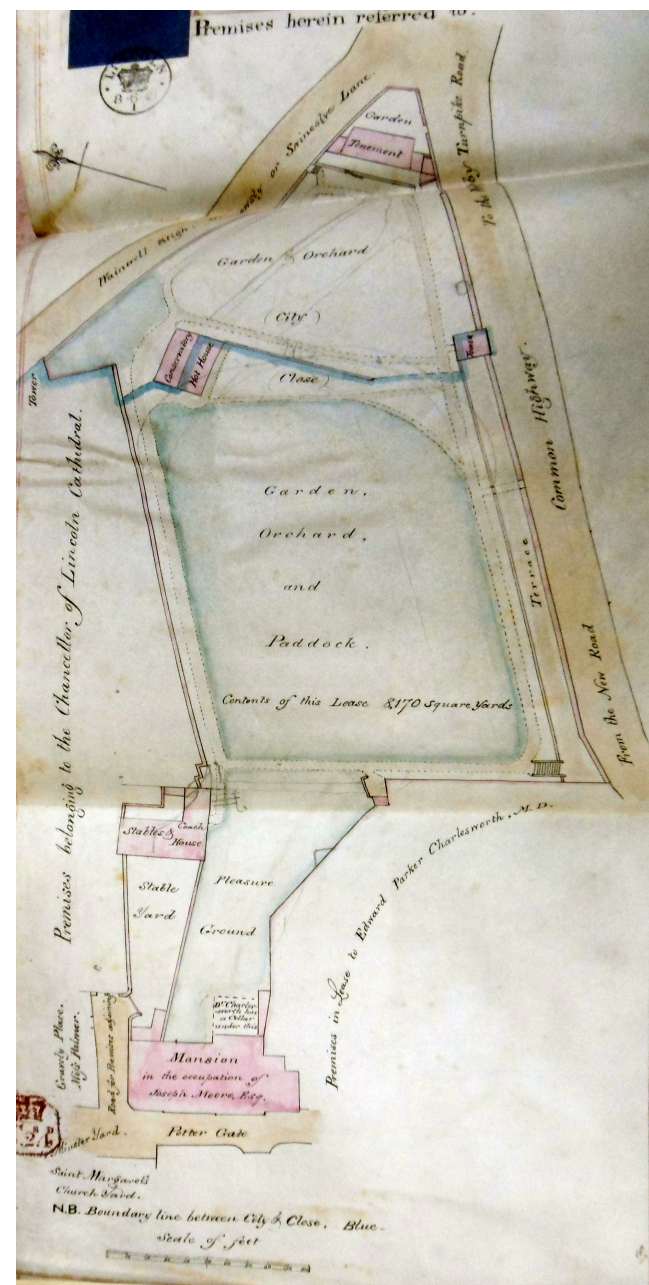
Whereas by Indenture of Lease being the last preceding Lease of the hereditaments and premises hereinafter demised bearing date on or about the twenty fifth day of June one thousand eight and thirty four and made or expressed to be made between the then Dean and Chapter of the said Cathedral Church of the one part and the said

Robert Cracroft of the other part for the considerations therein mentioned the said Dean and Chapter did demise grant and to farm let unto the said Robert Cracroft his executors administrators and assigns the hereditaments and premises hereinafter particularly described and hereby demised To hold the same with the appurtenances unto the said Robert Cracroft his executors administrators and assigns from the making thereof unto the full end and term of Forty Years from thence next ensuing and fully to be

complete and ended **And Whereas** on the twenty fifth day of June now last past fourteen years of the said term of Forty Years expired and twenty six years then remained to come and unexpired and the said Robert Cracroft hath contracted and agreed with the said Dean and Chapter for a renewal of the said recited Indenture of Lease for the term of Forty years from the twenty fifth day of June now

last past **From this Indenture Witnesseth** that the said Dean and Chapter in pursuance of the said Agreement and for and in consideration of the Surrender of the said recited Indenture of Lease and also in consideration of the sum of One hundred and Sixty one Pounds nine shillings and six pence of Lawful British money to the said Dean and Chapter in hand paid by the said Robert Cracroft at a before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and for divers other good causes and considerations them thereunto meaning by and with their whole assent consent and agreement **have** demised granted and to farm letten

and by these presents **Do** demise grant and to farm let unto the said Robert Cracroft his executors administrators and assigns **All** that mefsuage or Tenement situate in the Close of Lincoln now in the occupation of Joseph Moore (being the north part of a Capital mefsuage or Mansion House heretofore demised to Philips Glover Esquire and formerly to Gervase Scrope Esquire and which is now divided into two mefsuages or Tenements) with a Stable Coachhouse and Garden thereunto belonging and also a Greenhouse within the same as the same was lately in the occupation of Mrs Hamledon and now of the said Joseph Moore which premises do abut upon in Orchard or Garden hereinafter mentioned East the Road leading from the



Minster Yard to Pottergate West the passage from the Minster Yard between Gravely Place and demised premises and part of the yard and garden belonging to the Chancellor's Mansion House North and the other part of the said Capital mefsuage or Mansion House now in the occupation of Doctor Charlesworth with the yard and garden thereunto belonging and the Close Wall South And also one Orchard or Garden with a Cottage or Tenement lately erected on situate and being within the Close Wall and Wainwell Sligh in Eastgate within the Suburbs of the City of

Lincoln in the occupation of the said Joseph Moore which was formerly demised with the said Capital mefsuage or Tenement to the said Philips Glover and lastly with another Capital mefsuage or Tenement called Alton Place to Mrs Craster (as the same premises are more particularly described in the plan in the margin hereof) **To have and to hold** the said mefsuage or Tenement orchard or garden hereditaments and all and singular other the premises with the appurtenances thereunto belonging unto the said Robert Cracroft his executors administrators and afsigns from the twenty fifth day of June now last past unto the full end and term of Forty Years from thence next and immediately following fully to be complete and ended **Yielding and Paying** therefore yearly and every year during the said term unto the said Dean and Chapter and then Successors or to the Clerk of the Commons of the said Cathedral Church for the time being at or in the Common Chamber within the said Cathedral Church the several yearly rents or sums of money following that is to say for the said mefsuage or tenement with the appurtenances thereunto belonging the sum of Two pounds and two shillings of lawful money of the United Kingdom of Great Britain and Ireland current in Great Britain at the parts of Saint Michael the Archangel and the Annunciation of the Blessed Virgin Mary by even and equal portions and for the said orchard or garden and tenement erected thereon the sum of Five Shillings of like lawful money at the parts of the purification of Blessed Virgin Mary and Saint Peter Advincula commonly called Lammas Day by even and equal portions **And** the said Robert Cracroft for himself his executors administrators and afsigns doth covenant promise and grant to and with the said Dean and Chapter their successors by these presents that he the said Robert Cracroft his executors administrators and afsigns shall and will at all times during the said term at his or their proper costs and charges upon uphold and keep the said mefsuage or Tenement and the walls and fences of the Stable Coachhouse garden and yard thereunto belonging and also the said Cottage or tenement with the appurtenances and the fences of the said Orchard or garden in good any sufficient repairs as well with stuff as workmanship And further will not will not lessen or diminish any of the Rooms of the the said demised mefsuage or tenement or make any material alterations therein without the licence and consent of the said Dean and Chapter or their Successors and at the end of the said term the same will and sufficiently repaired and fenced shall care and yield up And also that he the said Robert Cracroft his executors administrators and afsigns shall and will from time to time and at all times during said term bear pay and discharge all and all manner of lays levies land tax and all other taxes and assessments subsidies payments impositions and charges whatsoever as well ordinary or extraordinary set laid or imposed upon the premises hereby mentioned or intended to be or upon the said reserved yearly rents of two pounds and two shillings and five shillings or either of them upon the said Dean and Chapter or their Successors of the said reserved yearly rents or their right title and interest in and to the premises so that the said reserved yearly rents shall from time to time come clear and entire unto the said Dean and Chapter and their Successors without any deductions or abatement whatsoever **Provided always** that if it shall happen the said yearly rents or any part or parcel thereof to be behind and unpaid by the space of twenty days next after any of the said feats at which they ought to be paid whether the same be lawfully demanded at the Common Chamber aforesaid or not or if the said reparations be not well and sufficiently made and done within the space of three months next after mention or warning thereof given to the said Robert Cracroft his executors administrators or afsigns or notice thereof left at the said mefsuage or tenement by the said Dean and Chapter or their Successors or to the Clerk of the Commons for the time being or any other person or persons by them or their Succesors lawfully authorizing renewing the same that then or then at any time after it may and shall be lawful to and for the said Dean and Chapter or their Successors or to the Clerk of the Commons for the time being or such other person or persons as shall be lawfully authorized as aforesaid for them and on their names into the said Mefsauge or Tenement and other the premises with the appurtenances hereby or mentioned to be hereby demised to reenter and the same to have repofsefsion and enjoy as in their former Estate And the said Robert Cracroft his executors admin and afsigns from thence utterly to expel put forth and remove this Indenture or anything therein contained to the contrary in anywise notwithstanding **And moreover** that the said Robert Cracroft his executors administrators and afsigns (including Legacies hereby allowed and afsigns in law if sufficed by the landlord or landlords to hold shall not nor will at any time or times during the continuance of this demise bargain sell afsign set let or otherwise part with or with the pofsefsion of this present Lease or the said premises hereby demised or any part thereof to any person or persons for the said term (other than by Will or Testaments to his or their Wife or respective Wivies or Child or Children or near of him) nor shall it be lawful for him or them so to do without the special licence and consent in writing of the said Dean and Chapter or their Succesors under their common and Chapter Seal from time to time first obtained for that purpose provided always and it is exprefly understood and hereby declared that no licence or licences which may be given to the said Robert Cracroft his executors administrators or afsigns shall be deemed or continued to extend to enable him or them or any under before tenant or afsigns to be therein named as to whom any demise or afsignment may be made in pursuance of such licence or licences or his her or their or any of their executors administrators or afsigns to demise bargain sell afsign lot set or otherwise part with or with the pofsefsion of all or any

of the said hereby demised premises all or any part or so much thereof as may be comprised in any demise or assignment to be made with such licence as aforesaid without first obtaining for that purpose from the said Dean and Chapter or their Successors another licence similar to the one originally necessary and every such licence shall only operate to the like intent and shall not warrant any further or other demise or assignment than may be therein or thereby expressly authorized In **Witness** whereof to the one part of these present Indentures remaining with the said Robert Cracroft the said Dean and Chapter have affixed their Common and Chapter seal and to the other part thereof remaining with the Dean and Chapter the said Robert Cracroft hath set his hand and Seal the day and year first above written.