

# Warburton Landholdings in Hale

The 1838 tithe maps of Cheshire, including their apportionments, have recently been placed on-line by the Cheshire Records Office<sup>1</sup>. They show four farms in Hale occupied by Warburtons. Three of these were tenant farmers occupying land owned by Sir Isaac Harrop. They include my 3 x great grandfather William, his brother Josiah, and his son James. The fourth was an owner occupier, also called William, who by 1838 had reached the grand age of 86 years old. The farmhouse he occupied at Oaklands farm in Hale Barns is still occupied by Warburtons today.

The earliest existing document linking my forebears to land is a lease from 1616 taken by my 8 x great grandfather George of Hale Barns. The purpose of this section is to explore the history of Warburton land occupancy in Hale over the intervening period, primarily using estate papers from the Crewe estates, as well as wills, some parish records and other documents. Details of the documents viewed at both the Chester Records Office and the John Rylands Library are included in the Appendices.

Hale Barns was one of seven Greens within the township of Hale, and is so called because it was the site of a tithe barn. Hale occupies the eastern part of the ancient parish of Bowdon. The major town in the parish is Altrincham which lies 8 miles south west of Manchester. Historically it lay in the county of Cheshire.

Hale was originally part of the estates of the de Massey family (Hamon de Massey I through to Hamon VI). In the 14<sup>th</sup> Century there were several claimants to the estates. The origin of these claims is unclear, but the situation was resolved by a settlement in 1433. Half the estates were settled on the Booth family who were direct descendants of the de Masseys. Over time the Booths became the Greys through marriage and were raised to the Earldom of Stamford. Their manor house is at Dunham Massey, within the parish of Bowdon.

The other half of the estate was divided between the Stanleys and Chauntrells who got one quarter each. They effectively divided Hale, though some Hale land seems to have stayed with the Booths as they had some Hale tenants on their 15<sup>th</sup> and 16<sup>th</sup> century tenant lists.<sup>2</sup>

In 1601 William Chauntrell sold his Hale lands back to the Booths. Around the same time Sir Edward Stanley sold his Hale lands to Sir Baptist Hicks. When Sir Baptist died in 1629 the lands were sold to Sir Randle Crewe of Crewe.

Warburton is a locative name originating from the hamlet of Warburton which is located on the south bank of the river Mersey, about eight miles west of Hale Barns. This hamlet was the site of a fortification by a ford in the river established in around 900AD and named after the Saxon Saint Werberg, a daughter of the first Christian king of Mercia. In time Werbergstun became Warburton.<sup>3</sup>

The first to adopt the name de Werberton was Sir Piers de Dutton, a descendant of a great nephew of William the conqueror, who changed his name in the thirteenth century to reflect the location of his estates. In time his descendants moved to Arley Hall, Great Budworth where their descendants still reside, albeit the Warburton name was lost when the inheritance twice passed through the female line.

The Warburton name spread quite rapidly in the Middle Ages, principally in Cheshire and Lancashire, though one family is recorded in Flint in 1408. The first records of the Warburton name within Bowdon parish are to be found in the records of the Stamford estates which are held at John Rylands Library. Fifteenth century tenant lists from 1427, 1439, and 1443 all refer

to de Werberton tenants. In the 1443 list Hamo de Werberton was a tenant in Dunham Massey, Hale, and/or Partington. This is the first reference to a Warburton in Hale.

Rentals from 1499 and 1504 refer to Henry Werberton, tenant at will in Dunham, paying 4s 6d for half of the Broke Heye. The 1838 tithe map has references to several Brook fields, and several Heys, but no Brook Hey, so the location of this property is uncertain. By 1513 Broke Hey has passed into the hands of Baldwin Caryngton.

There are no rentals from the period between 1514 and 1595 when John Warburton was listed as a tenant in Hale. In 1597 four Warburton tenants are listed in Bowdon. The amount of available information from wills, leases and other estate records increases rapidly from around 1600. In particular there is a large number of wills and inventories of Hale and Bowdon residents from around 1580 onwards, and those from 1600-80 in Hale, and 1699-1760 in Bowdon have been published making it possible to search for Warburton references as beneficiaries, witnesses, debtors, creditors and appraisers of inventories.<sup>4</sup>

These documents reveal that several Warburton families were established within Bowdon parish, including several within Hale. In particular a family was farming at Pool Bank Farm in Bowdon. Descendants of this family later moved to Timperley and I am in contact with one of them today. Surprisingly DNA tests show that we do not share a common Warburton ancestor, though it is too early to be sure if this is the result of two original adopters of the name, or a non-paternal event which introduced a new Y-chromosome at a later date.

The number of Warburtons in Hale suggests they had been present for some time. This is further evidenced in that one of the seven greens of Hale was called Warburton Green. Although Warburton Green lies quite close to Hale Barns there is little documentation of Warburtons at the Green. A son of Henry of Warburton Green was buried at Bowdon St. Mary in 1648, but Warburton Green does not feature in the index of either the Crewe or Stamford estate papers. Jill Groves lists Warburton Green and Hale Barns in the estate of the Stanleys, being owned by the Earls of Derby until 1572, then Sir Thomas Stanley of Winwick, and then Sir Edward Stanley of Tong who sold to Sir Baptist Hicks.. A map of Crewe lands in R.N. Dore's book shows the Crewe lands ran west from the Green,<sup>6</sup> but the 1838 tithe map shows the principle farm at Warburton Green, Tanyard farm, as the property of the Earl of Stamford. It was one of three Tanyard farms in Hale but the three families of 17th century Hale tanners revealed by the Hale wills were the Granthams, Coppocks and Gouldens.

A brief Warburton occupation of Tanyard farm at Warburton Green is revealed in the 1851 census when my 3 x great grandfather's son Joseph was farming there, having been in Dunham in 1841, and on the 1838 tithe map, living close to his future father-in-law Matthew Goodier. This may be linked to the fact that Matthew Goodier moved to nearby Buck Hall farm around this time, and Joseph's eldest son, George Goodier Warburton became his heir. By 1861 Joseph had moved back to a farm in Dunham.

In 1601 the Booth family purchased William Chauntrell's land in Hale. A Conveyance includes John Warburton in a list of messuage holders on the Chauntrell lands and mentions a parcel of land called Outwood. In 1602 A Conditional Surrender of leases was drawn up by which the tenants of the Chauntrell lands surrendered their tenancies and had new ones reissued. This has a longer list of names and includes John, his wife Ellen, and William. These leases would be three-lives leases and presumably all the lives' names were listed.

Three-lives leases were the most common form of leases in the area until the eighteenth century. Typically they were for the duration of the lives of three named people, or for 99 years. Rents were low as they had been frozen in the late fifteenth or early sixteenth century. Tenants were free to farm as they pleased, within the norms of local custom, and could sub-let, with the landowner's permission. Sub-letting of land was common, either because it was surplus to requirements, or to achieve a more convenient land holding. Sub-lets also attracted a much

higher rent. For example a seventeenth century economic short term rent would be £1 per Cheshire acre (equal to 2.1 statute acres) whereas a three-lives lease rent would be 2s per Cheshire acre.

However, three-lives leases did carry a number of obligations or boons. These might include a small number of days work for the landlord, services to the court, or a hen for the landlord at particular times of year. Often these services could be paid in money. Tenants were also required to pay a herriot when a life expired. A herriot was typically a 'best good', though cash, typically £5 might be accepted in lieu. Also a new name might be added to the lease on payment of an entry fine. Entry fines were the chief way landlords could make money from three-lives leases so they could be expensive, particularly in NE Cheshire<sup>7</sup>. The entry fine paid by John Warburton in 1746 to add a life was nearly 40 times his annual rent.

Comparison of field names between various surveys and the tithe maps suggests the tenancies were often composed of non-contiguous pieces of land. This may be a hangover from the open-field system when tenants farmed strips in the open fields on a rotation basis.

The will of a William Warburton of Hale (the Elder) who died in 1611 includes the statement "I am agreed with my Landlords that at my death they shall have but one herriot as they had at the decease of my brother John." This is likely to be the William from the Conditional Surrender of 1602, his brother John having died in the meantime, and his son and heir, also John having been added to the lease. The comment about one herriot implies there were grounds for claiming more. It was not unusual for a farmer to have leases from more than one estate. It is possible therefore, that the John Warburton of Hale who was listed as a tenant of the Booths in 1595 was also a tenant of the Chauntrells. Following the Booth purchase of the Chauntrell lands he had only one landlord and therefore it was agreed he would pay only one herriot. A Valor dated 1615-25 includes John Warburton paying a rent of £1 1s 0d on land in Hale purchased from William Chauntrell.

John died in 1639 and when the next available Stamford rent roll was produced in 1701 there was no evidence of his ancestors. In fact John's son, also named John was probably the wheelwright who died in 1672. This is based on the bequest he received in 1648 from Sibil Johnson. Sibil also made a bequest to Maude Coppock who was the illegitimate daughter of William the Elder.

There are clues to the location of Outwood. A lease from the Stamford estate papers, dated Sept 7<sup>th</sup> 1759 refers to Warburton's tenement, also calling it tenement 25. A further lease from 1786 also refers to tenement 25. By comparing field names on these leases with those on the 1838 tithe map the tenement can be placed to the west of Etrop Green. Outwood Lane (currently the approach to Terminal 1 of Manchester Airport) lies a little to the east. Warburton's tenement is not named on the tithe map, or the 1875 or 1910 Ordinance Survey (OS) maps so this association cannot be verified, but it does seem early tenants can give their name to a property long after they had left.

Of the numerous leases in the Crewe estate papers, five have a Warburton as the principle party. George Warburton of Hale Barns, my 8x great grandfather, was party to two leases from Sir Baptist Hicks. The first, dated Nov 1<sup>st</sup> 1616 was for a messuage in Hale Barns previously held by Alice Holt and Elizabeth Antrobus, widows. A transcript of this lease is appended to this paper. The consideration was £78 15s 6d of which £25 16s 8d was already satisfied. The lease was for 99 years or the lives of George's sons William and Thomas, and William Barrett son of John Barrett deceased, late of Hale. The annual rent was 15s 6d, and the tenancy was subject to a herriot on the death of each life, and such suites, services, boons, averages, duties and demands that already applied to the premises. This is the only known reference to George's son Thomas. Only sons William and John are mentioned in George's will of 1639, so Thomas was presumably dead by then.

William Barrett was probably related to Elizabeth Antrobus and was mentioned in her husband's will of 1612. He was also party to a lease dated Sept 15<sup>th</sup> 1646 where William Barrett the Elder, William Barrett the Younger, and John Barrett were lives on a messuage in Ringway that they already occupied. This was most likely the family's main landholding. Hale had a strong non-conformist element and during the Civil War Ringway Chapel, nominally a chapel at ease for the parish church of St Mary at Bowdon, was usurped by them. William Barrett was one of the leading preachers there throughout the Commonwealth (1649-60), as well as being the sub-commissioner for the Macclesfield Committee of Sequestrations during the Civil War.

George's second lease, dated March 23<sup>rd</sup> 1625, was for a messuage in Rungay (Ringway) late in the occupation of Robert Leatherborough. The lease only refers to George as George of Hale, and there were two George's living in Hale and another in Bowdon, at Pool Bank farm, around this time. A George of Hale, and a George of Bowdon signed the Grand Remonstrance of 1642, three years after my ancestor's death. One or other of the George Warburtons also appraised 12 inventories in Hale between 1614 and 1639, including my ancestor's, plus 2 in Bowdon.

The three lives on the lease were Robert Leatherborough the son of the former tenant, John Warburton son of George, and Anne Hardy daughter of James Hardy. The yearly rental was 21s 2d. On the death of a named life the herriot due was to be in accordance with the practise in the manors of Hale, Rungay and Sinderland. John Warburton, who was my 7 x Great Grandfather, later married Margaret Hardy, who was also a daughter of James Hardy and presumably Ann's sister, though Ann isn't mentioned in James's will of 1656.

Three-lives leases were an important resource. Both George's leases include lives from different families and demonstrate that the community was prepared to work together to ensure the leases were maintained following the deaths of previous tenants.

John Warburton is also mentioned as a life on a lease taken by John Burgess in Hale Barns in 1617, when he would have been eight or nine years old. The inventory taken at the time of George's death in 1639 refers to a parcel of the tenement of John Burgess, plus £3 per annum for five years, total value £44. In total George's inventory had a value of over £300, including £46 in debts owed. Although £40 of this was owed by his son John, it is not untypical for wills at this time to include quite considerable sums loaned out, showing how the more wealthy acted as bankers to the community.<sup>8</sup>

George's son William also died in 1639, within a month of his father. His will, which is dated after the death of his father, refers to a lease from Robert Tatton of Wythenshawe for land in Northenden where he resided, and also a tenement in Hale called Hilltop house in the joint possession of himself and his mother, which "is to be for the use of my daughter Sibil". There is a road called Hill Top in modern Hale, and mention of a Hill Top estate in the 1734-7 Rent Book where it is leased by John Burgess, and in an early 19<sup>th</sup> century survey where the lessee is called Prosser. However there is also a Hilltop cottage on 19<sup>th</sup> century Ordinance Survey maps.

An undated rent roll from the reign of Charles I includes land leased by George's widow, Sibil Warburton that might relate to the land from one of the above leases. The rent roll lists the fields of her property but the names are too generic to be matched to the tithe map, particularly to the areas associated with the name Hill Top. It may be the reference is merely to a house and not a farm.

George's age can be gauged from the fact that Jane Devis, his second daughter (based on the order of reference in his will), and her husband gave depositions in 1638 concerning the sudden death of their friend Edward Ogden. Her age is given as 36. This would suggest that George started his family no later than 1600, and so was probably born around 1575, making him in his forties when the first of the above leases was taken.

It is also possible, based on a set of accounts raised by his eldest daughter, Sibil Eaton in 1628, relating to the estate of her first husband John Barrington, that George's father was still alive at that time. There are two interesting statements in the accounts. The first refers to "Certain Articles by which George Warburton shall pay George Birch and George Burgess £20 within six months of the death of Thomas Warburton who is still living." The second refers to a claim of £10 2s by George Warburton against the deceased, to be heard in the Court of Altrincham. George is not referred to as Sibil's father, and we have seen there were at least two other contemporary George's, but this George is most likely to be her father. The claim against John Barrington's estate may well be for the return of her dowry. The dependence on Thomas's death for the repayment of the £20 debt can only mean George expects a bequest. In 1634 Thomas the Elder of Hale died and left a typical farmer's inventory. The will of Thomas Barlow dated 1604 named Thomas Warburton of Hale Barns as a witness and overseer giving a geographical link between George and Thomas, who must therefore have been at least eighty when he died.

In these circumstances it is probable that the various leases that survive today do not relate to the family's main land holding, but represent additional ventures conducted by George while his father still occupied the family farm.

My 7 x great grandfather John was George's third son, but the only one to have sons of his own. Thomas is unknown apart from the reference on the 1616 lease, and William only had daughters when he died. The 1664 Hearth Tax returns for Hale list a John Warburton with 2 hearths. In 1667 the Poll Tax return has three Johns in Hale, including my ancestor, his wife, five sons and two daughters. The identification of my ancestor John with John son of George is circumstantial, but strongly so based on his date of birth, his association with Hale Barns on the baptisms of three of his children, confirmation that George's son was alive in 1662 when he and his wife received a legacy from his brother-in-law John Eaton, and the elimination of the other 2 Johns on the 1667 Poll Tax as likely candidates for George's son.

John died in 1691 aged 83, leaving a will that mentions small bequests to his five sons, four of them being executors with his widow Margaret, and which leaves the bulk of his estate to Margaret, who herself died in 1696. His inventory was valued at £88. Why one of the sons, George, was omitted as an executor is open to conjecture. Similarly when John's youngest son Enoch died the following year his will named three of his brothers as executors, but omitted George. Either George was considered incapable, or he lived too far away to perform executor duties. There is no evidence of him in the Bowdon parish registers after his baptism. The other three brothers were Thomas, the eldest, John who settled in Mobberley and founded a large extended Warburton family there, and Josiah, the fourth son and my 6x great grandfather.

There are no records from the later half of the seventeenth century linking John to land. No leases in the Crewe records name him, and the existing rental records omit Hale because when Sir Randle Crewe died in 1684 he left his widow Lady Lucy Crewe use of the lands for the rest of her life. They were therefore administered separately from the rest of the estate until the 1720s. There is however "A Particular of the Lands and Tenements of John Crewe.." dated 1677 in the Stamford estate papers. This lists the tenant, the number of lives outstanding, the rent, and the yearly value of John Crewe's estates in Hale, Ringway and Sinderland. No Warburtons are included in the list.<sup>9</sup>

From 1684 until the early 1720s all leases in the Crewe records carry the names of Lady Crewe and either her second or third husband. They also carry the name of Josiah Warburton, her attorney or bailiff. Only one of these leases refers to a Warburton life. It is dated May 7<sup>th</sup> "in the first year of King James II" (1685) and is granted by Charles Turner and Lady Crewe to Nathan Artenstall. The three lives are Nathan Artenstall, Aaron Warburton, and John Warburton, sons of Thomas of Hale Barns.

Thomas Warburton of Hale Barns was John Warburton's eldest son, and Josiah's eldest brother. Of Thomas's sons the baptisms of Aaron, and an elder brother George are recorded in the parish registers, but John's is not. Unfortunately the designations "of Hale Barns" and "of Hale" for fathers on baptism records are interchangeable, and there was more than one Thomas in Hale so it is difficult to allocate children whose father is "Thomas of Hale" to the correct father. Also a number of mainly nonconformist baptisms from the late 17<sup>th</sup> and early 18<sup>th</sup> centuries were not recorded, being held either at home or in a nonconformist chapel. Lady Crewe was "a great Dissenter" and she allowed the nonconformists to retain the control of Ringway Chapel they acquired during the Civil War. Josiah Warburton was her supporter in this and according to a Vicar Hide in 1693 he was "the main and chief pillar of the conventicle."<sup>10</sup> After Lady Crewe's death Ringway Chapel came back under the control of the parish church, and the nonconformists founded their own chapel in Hale, which opened in 1723. As a result of this the baptisms of a number of known figures are missing from the parish records. Hale Chapel's own baptism records only began in 1752. An insight into this situation comes from the way Thomas's grandson's baptism was recorded in the Bowdon parish register. On December 23<sup>rd</sup> 1696 John, son of George Warburton of Hale was baptised "I know not by whom, Aaron Warburton told me of it".

George died shortly afterwards so John was his only son. Their relationship to my 7x great grandfather John is further evidenced by a series of shared graves. John's wife and daughter were buried with his great aunt Deborah (sister to Thomas and Josiah). John is buried with his father George. John's son Thomas is buried with his aunt Deborah, his father's sister. These links are described in greater detail under **The Link to Oaklands Farm** in **My Genealogy**.

The story of Warburton landholdings in Hale in the eighteenth century is the story of two related families, the descendants of my ancestor Josiah, and the descendants of Josiah's elder brother Thomas.

Josiah is mentioned in the Stamford Rental of 1701 as tenant of Brooks in Hale. This property had a house of 3 bays, outbuildings of 7 bays, and 18 acres of meadow. However in 1704 it is noted that the lease was not renewed. By the time of his death in 1730 Josiah was living in Northern Etchells. He was survived by one son, John, my 5x great grandfather, who was born in 1680, and two daughters. His inventory was valued at £1098, including £1027 of "money at interest" demonstrating the success of his career as bailiff to Lady Lucy Crewe.

His will mentions he had helped his daughter Mary buy land at Crossacre, and includes amongst his personal estate a mention of Chief Rent which is divided between his daughter Deborah Coppock, and son John. This enigmatic reference is explained by reference in his son John's will to "that Chief Rent belong[ing] to me and due from William Tatton Esq of Wythenshawe Hall being the sum of six shillings and eight pence yearly". A similar reference is contained in the will of Josiah Coppock, Deborah's son. It is strange that one of the local lords of the manor is paying Chief Rent to local farmers but it is known that the Tatton family of Wythenshawe sold a lot of land in the early eighteenth century to raise capital. This might be an early example of sale and leaseback. Reference to this Chief Rent ceases after these wills, and John Warburton's grandson and his heirs later farmed at Haveley Hey in Northern Etchells where the tithe maps of 1838 show them as tenants of the Tattons.

John Warburton, my 5x great grandfather, was party to two leases from William Ffrowde (Lady Crewe's third husband), dated 10th June 10<sup>th</sup> 1708 and May 16<sup>th</sup> 1719. They are both for a messuage in Hale late occupied by George Parker of Dunham. In 1708 the three lives are James Whitelegg, son of Benjamin Whitelegg of Hale, tanner, and George and William Parker, sons of the late George Parker of Dunham. A note on the back of the lease says that a life was added on June 10<sup>th</sup> 1708. In 1719 the messuage was "now in the hands of John Warburton". John's son, John Warburton Junior, replaced George Parker Junior as a life. William Parker is described as "of Cheadle", suggesting he took no part in running the messuage. The rent was 13s on both leases, as it was on the 1677 "Particular" from the Stamford estate papers. Also

notes on the back of both leases say “part of Parker’s, rent 13s”. Like George before him, John the Elder was the party to these leases, but was not himself, a life, which illustrates the flexibility of three-lives leases.

Two earlier leases taken by the Parkers also had notes added, probably after the Hale lands returned to the main Crewe estates following Lady Lucy Crewe’s death. One dated 1659 said “part of this a back in John Warburton’s holding, part in lease to Ben Whitelegg”. The second, dated 21<sup>st</sup> June 1692 commented that “John Warburton pays rack rent for half and Benjamin Whitelegg disputes the other half.”

The Crewe estate records for the eighteenth century include numerous rent books, and two detailed surveys of the Hale lands, giving the names of the tenants, and the names and sizes of their fields. The field sizes are given in both Cheshire and statute acres. This allows the history of the various landholdings to be pieced together. The Crewe family sold their Hale lands in 1808. Buyers included the Egertons of Tatton and the Harrop family.

A Land Survey dated 1726 includes three tenements tenanted by John Warburton the Elder. These include one tenanted jointly with Benjamin Whitelegg. The tenement had 28 statute acres. Not all the field names map onto the 1838 tithe map, but it would seem the land fell into at least two distinct plots in Hale. A field called Dobb Croft puts one plot on Dob Lane on the tithe map. Dob Lane ran where Park Road is today. References to Hale Moor put another plot a half mile to the south east of the first plot.

It would appear that when John Crewe regained the Hale estates after the death of Lady Crewe he had some difficulty in reasserting his control. In the first Rent Book to cover Hale, dated 1734-7 many of the tenants are in arrears. At least one will refers to a dispute at this time, and there are a couple of documents in the Crewe estate papers that look like a favourable judgement against John Crewe and in favour of tenants who had had leases from Lucy, Lady Crewe and her husbands Charles Turner and William Ffrowde. One document included a long list of names.

In the Rent Book there is an entry for Benjamin Whitelegg for part of Parker; rest John Warburton 9s 3d per annum not paid, £6 0s 6<sup>1</sup>/<sub>2</sub>d total unpaid. This is presumably John’s share of the 13s per annum rent but I didn’t note how much was entered for Benjamin Whitelegg.

Furthermore there are also papers on a court case in which John Crewe took John Warburton to court over £80 10s owed on part of Parker’s tenement, and part of Hesketh’s tenement (rent of £11 10s per annum unpaid 1726-1732). He repossessed the property and received £49 12s 10d for costs on September 3<sup>rd</sup> 1731.

This case probably related to the tenement that John Warburton shared with Benjamin Whitelegg on the 1726 survey, but the rents and debts mentioned dwarf the 13s per annum rent on the leases for the Parker tenement. Moreover the size of the tenement on the 1726 survey is large for the size of the rent, implying it includes the “part of Hesketh’s” as well. The size of the debt implies Hesketh’s was being leased on a rack rent. However the court case was in 1731 and John still had a small debt in the 1734-7 Rent Books, so maybe only that part of the land on a rack rent was repossessed and the three-lives lease on the old Parker tenement was retained.

Later Rent Books show Benjamin Whitelegg and his descendants still paying rent for part of Parker’s, including for 1 acre “late held by John Warburton.” By 1764 the part of Parkers was subject to a lease dated October 4<sup>th</sup> 1751 taken by William Whitelegg, and including the life of John Warburton of Easty Lane. This would be John the Younger, my 4x great grandfather, and son of the John sued in 1731. As late as 1807 it is still referred to as the “part of Parker’s late

held by John Warburton". Relations between the two families remained good and two of John the Younger's children married into the Whitelegg family.

In the 1734-7 Rent Book, under the heading "Hale Old Rents", meaning three-lives leases, John Warburton is listed paying £1 2s 10d per annum, with £14 16s 10d, or twelve years rent, unpaid. This relates to the second tenement on the 1726 survey, which had a house and 21 statute acres in six fields. Comparison with the tithe map shows this tenement in two separate plots along what is now Hale Road in Hale Barns. This road historically was called Easter, Eastoe, or Yester Lane. The 1910 OS map shows an Easter Lane farm on land between the two plots.

This tenement was also the subject of a lease between John Crewe and John Warburton the Younger, dated November 7th 1746. A transcript of this lease is appended. The purpose of the lease was to add a new life, though the form of the lease is a surrender of an earlier lease and its renewal. The lease surrendered was made by John the Elder on May 14<sup>th</sup> 1719 and named John the Elder, John the Younger and Josiah (now dead) as the three lives. This earlier lease was different to the one for Parker's dated two days later and it is missing from the records. The lease was then renewed at 22s 10d rent per annum adding the name of John's son Thomas. Since the 1726 Survey shows the size of the tenement to be under 10 Cheshire acres this rent is double the average quoted earlier<sup>7</sup>, even if a couple of additional acres held in Ringway were counted in the tenement.

The only tenement on the 1677 "Particular" to have a rent of 22s 10d was leased by Robert Hollingpriest. Robert's daughter Jane was Josiah Warburton's first wife, and John the Elder's mother. Notes on the back of the lease show that this lease is for Yester Lane tenement, and a fine of £45 was paid to renew the lease. In addition the tenant was responsible for a herriot of best good, or £5, plus an average of 2 days work for the landowner, or 5s, and a court dinner, or 1s. The latter two boons were due annually, but the last item, £5 5s to her ladyship is possibly a one off payment.

This is the only one of the three-lives leases that relates to the family's principal landholding. It is also the only one that does not include lives from outside the family. The fact that the rent in the lease matches that quoted in the 1734-7 Rent Book shows that the rent was unchanged when the lease was renewed. When compared with the rack rents such as that of £12 0s 8d which John also paid in 1734-7, it gives an indication of the value of these three-lives leases. It is surprising then that John was twelve years in arrears while his rack rent was up to date, though it would appear that he did catch up with his outstanding rent on Yester Lane.

When the original lease was made in 1719 John the Younger, my 4x great grandfather, was only about 3 or 4 years old showing how attempts were made to give the best possible chance of the three lives lasting a long time. In fact John lived until 1791. Like his father, his mother died young and so he was the only son. He himself however, had two wives and a large family. It is interesting that the original lease included Josiah as a life as he would have already been over 60 years old. He was still bailiff to Lady Crewe, but he may have been living in Northen Etchells by this time. He married a lady from Northenden (which includes Northen Etchells) in 1711, and was certainly living in Northen Etchells in 1722 when she died, in 1723 when he signed the Oath of Allegiance, and in 1730 when he died. Maybe he was included because John the Elder only had one son, but it is also likely he may have helped to finance the lease. We have seen that he was quite active in land dealing having leased Brooks from the Stamfords for a short period, and acquired the Chief Rent he received from the Tattons. Maybe much of his effort was to establish his only son, since he himself was the fourth son and so inherited no land.

The 1746 lease was an attempt to extend the term still further by adding the life of John the Younger's second son Thomas, who was then just 5 years old. This gamble turned out to be misplaced as Thomas died in 1768, while his elder brother, who leased a farm at Haveley Hey



from the Tattons of Wythernshawe, lived until 1818. John the Elder died in 1756, offering a further chance to add a new name, but this never happened. It may be that the Crewe's were no longer willing to extend three-lives leases, wishing to move to economic rents.

The third tenement on the 1726 Survey had 6 fields totalling 20 statute acres. Comparison of field names with the tithe map shows that this land was located in Ringway, in three separate plots. About three-quarters of this property, comprising 3 fields including Oxheys and Lamb Croft, was, by 1764, the subject of a 21 year lease taken in 1751 at a rack rent of £12 1s 0d, This is similar to the £12 0s 8d rack rent that John the Elder paid in the 1734-7 Rent Book. The other 3 fields, including Ringway Meadow, Aspinars, and Nine Butts, were retained until after John the Younger's death and were considered as part of the Yester Lane tenement.

When the Oxhays lease expired in 1772 it was surrendered. Oxheys and Lambs Croft were listed under John Warburton's Ringway holding in 1726 so there was obviously an earlier lease, but the fields surrendered in 1772 are mixed with those retained. On the tithe map Oxheys is physically separate from Ringway Meadow and Aspinurs (also called Aspinhurst), but Lambs Croft and Nine Butts are adjacent in the third plot. Curiously the 1639 will of John Warburton, son of William the Elder, refers to "a close called Aspinhurst" he leased from Thomas Perrin

The rentals on Yester Lane tenement can be found in the rent books of 1764, 1770-3, 1785/6, 1791/2 and 1807. From 1791 it is referred to as Easty Lane tenement, though it is clear from the early 19<sup>th</sup> century survey that the land is the same. It is worth noting that one part of the land was on the corner of Hasty Lane, so it is unclear whether Easty Lane refers to Hasty Lane or Yester Lane. The rent however is always quoted as £1 8s 10d, probably because the cash value of the boons of 2 days labour, and a court dinner had now been rolled into the rent.

Other rents also increased. For example a Thomas Warburton was included on the 1726 survey farming 46 standard acres in Sinderland. In the 1734-7 Rent Book his widow Phoebe is paying £1 6s 10d in rent. By 1764 their son John Warburton is paying £1 17s 0d, suggesting the boons on his tenancy were valued at 10s 2d.

This Warburton family in Sinderland do not appear on the 1677 tenant list. Warburtons are attested at Sinderland in wills and Stamford estate papers from before 1600. This may be a branch of the same family who took an additional lease from the Crewes. This branch died out around the end of the 18<sup>th</sup> century.

When John the Younger died in 1791 the lease ended. The 1792 Rent Book shows John Warburton paying £26 for Easty Lane tenement, though Mary Warburton, his widow, is pencilled in. By 1807 this had increased to £28 despite the fact that the three Ringway fields have been sold to Mr. Egerton.

However John's will makes no reference to the Easty Lane tenement. This implies that it was not an issue. It may have already been agreed that the lease would be transferred to his wife at an economic rent.

The will does refer to land called Houghs in Altrincham which he owned, and which he left in trust for his wife Mary until she died or remarried, but which was then to be sold and the proceeds divided amongst his children. Mary's maiden name was Hough, but whether this implies the property was her inheritance or dowry is uncertain.

John's will also mentions land he leased from John Perrin. The will of Josiah Perrin in 1726 refers to "my Estate lying and being in Yestow Lane (formerly call'd Healds)". It might be surmised that John leased this land because it was adjacent to part of his own, though reference to Healds cannot be found on the tithe map or later OS maps. It could also be surmised that he sub-let part of his own Easty Lane tenement in turn, the objective being to acquire a more compact holding. It seems that this lease expired before 1806 as the wording of his will implies it was due to occur before his youngest child, Jane, reached 21.

John was fifty four when he married Mary and the last of their eight children, the only daughter Jane was only seven when he died. Much of his will was devoted to providing for his younger children until they reached 21 years old, and parts of the older children's inheritance was therefore deferred. Maybe because of this the older boys seem to have moved away for a period. Josiah married a Durham girl in Newcastle, Joseph married a Lancashire girl in Bury, and James's children's baptisms indicate he spent time in Stockport. My 3x great grandfather William married at Manchester Cathedral where the registration describes him as a cordwainer. Two brothers, Thomas and Nathaniel disappeared altogether. They were not buried locally so they presumably moved away permanently. Joseph set up home in Rostherne but the other three the boys ultimately returned to Hale.

By 1838, when the tithe map was produced, James had died but William and Josiah were leasing farms on the old Crewe estates then owned by Sir Isaac Harrop. William's farm exceeded 100 standard acres and was known as Rass (later Ross) Mill, and was on the southern edge of Hale Barns, along the banks of the Bollin. The farm house still stands today. Josiah had fifty acres next door at Barrow House, which coincidentally stood virtually opposite a cottage called Hilltop.

It is probable that William occupied his farm from the time Sir Isaac Harrop acquired it. From 1808 onwards his children are baptized at Ringway Chapel whereas before they were baptized in Bowdon. William therefore farmed there for over 50 years until his death in 1862. William's son, also William, may have continued the lease until his own death in 1869. A walk published by Leon Grindling in his Summer Rambles in Cheshire (1866) still referred to Ross Mill farm as Warburton's farm. By the 1871 census the farm had passed out of Warburton hands.

All the Crewe Rent Books for Hale include a reference to a Chief Rent for Hale Barns estate. In 1734-7 the entry is "Chief Rent: John Warburton 6 1/2d per annum. Paid 2s 2d, 1s 7 1/2d in arrears". Subsequently it is assigned variously to William Warburton (1764), Mary Warburton, widow of Thomas (1770-3), and William Warburton for the late Thomas's estate at Hale Barns Green (1785, 1791, and 1807). This estate was not included in either of the land surveys, but sixty standard acres at Hale Barns Green are shown as owned and occupied by William Warburton on the tithe map of 1838. William's will, written in 1836 and proved in 1843 lists the same land, as well as a similar amount at Mobberley. The land in Hale is later referred to as Oaklands Farm.

This William Warburton is descended from Thomas, the eldest brother of Josiah, my 6x great grandfather. William died "in his 91<sup>st</sup> year." He was baptised on July 15<sup>th</sup> 1752 at Hale Chapel, one of the first baptisms to be recorded there. Only his father Thomas's name is recorded and his parents wedding is not recorded on the International Genealogical Index (IGI). His mother's name is only known from the 1770-3 rentals. Thomas died in 1755 in his 35<sup>th</sup> year and the references to the "late Thomas" in the Rent Books are to him. John (whose baptism was reported to the vicar of St Mary by Aaron Warburton) had a son Thomas in 1719. Admittedly this would make Thomas 35 when he died, not in his 35<sup>th</sup> year, but John also precedes Thomas in the Crewe Rent Books. It is he who is named for the Chief Rent in 1734-7.

John actually died in 1734 and left a will which only dealt with provisions for the bringing up of the children of his second wife. One of his executors is John Warburton of Eastoe Lane, who we know as John the Elder of Yester Lane. A document in the Stamford estate papers dated March 22<sup>nd</sup> 1715<sup>11</sup> records that Thomas Assheton of Ashley and William Shaw of Dunham Massey granted a pew (the 4<sup>th</sup> from the front in the gallery of Bowdon St Mary) to John Warburton of Hale, yeoman for a consideration of £10 and a rent of 12s per annum. A second document dated Feb 2<sup>nd</sup> 1736 records that John Warburton of Eastoe Lane and John Hankinson of Hale, executors of John Warburton of Hale, granted the pew to John Birch of Hale for a consideration of £12. By calling John a yeoman it implies he is a landowner. It is strange that the will makes no mention of Thomas who would still only be fourteen or fifteen years old, but maybe his inheritance was already assured and didn't need to be documented.

A newspaper article in the "The Courier", a local paper in the Altrincham area, dated December 1994 discussed the history of Oaklands Farm and quoted the current owners saying "we've found documents mentioning the Warburton name at this farm from as early as 1680, but the earliest paper dates back to 1595". I have been unable to trace these papers and when I spoke to the owners directly they were unable to enlighten me, but it would suggest the farm was in Warburton hands before my 7x great grandfather John died.

According to Don Bayliss, a local historian (as quoted to me by Jill Groves) Hale was 'planted' with soldiers and their families, who would have supplied armed men for the Masseys of Dunham Massey, or for Sir Thomas Danyers, who owned land in Hale at the time. Don bases his theory on the rentals from the mid-14th century for the de Massey family. A likely date for this was the time of Hamon de Massey V, in the early 1300s. One example is the Davenport family of Davenport Green in the 14th-16th century. Could the Warburtons of Oaklands have also been soldier family given freehold land for a peppercorn rent in return for providing soldiers to the Lord of the manor? Of course the original soldiers may have sold the land or died out and so the Warburtons were secondary owners.

This raises the possibility that Oaklands Farm was in Warburton hands long before 1680. This could explain why there is no Warburton mentioned on the 1677 "Particular" from the Stamford papers. The document does include a total for Chief Rents but they are not itemised. It would also mean that the various early 17<sup>th</sup> century leases that George Warburton and his sons were involved with were secondary business ventures entered into while he was waiting to inherit Oaklands farm from his father. The farm then passed down to the eldest son at each generation. Meanwhile Josiah, a fourth son, had to make his own fortune, which he did very successfully as bailiff to Lady Crewe, and this enabled him to ensure his son acquired a lucrative three-lives lease.

The documents described in this paper give an incomplete but fascinating picture of Warburton land holdings in Hale. They show that three-lives leases were an important resource and the community were prepared to work together to preserve them. Four of the five Warburton leases had non family members as lives. It would appear that the seventeenth century leases represented subsidiary activities by a family who held their own land, but the eighteenth century ones were designed to provide a holding for a junior branch of the family, financed by Josiah Warburton's position as Lady Crewe's bailiff for nearly 40 years.

# Warburton Farmers in Hale



## References and Notes

1. e-Mapping Victorian Cheshire: Cheshire's Tithe Maps Online at: <http://maps.cheshire.gov.uk/tithemaps/>
2. R.N. Dore, *A History of Hale, Cheshire From Domesday to Dormitory* (John Sherratt and Son Ltd, 1972) pp 149-153.
3. Norman Warburton, *Warburton: The Village and the Family* (The Research Publishing Company (now defunct), 1972). This book is now out of print. A nephew of the author plans to put a scan of the book on the web in the future. A summary of the book can be found in the Appendices.
4. Jill Groves, *Bowdon Wills, Parts 1-3 1600-1760 and Hale Wills, Parts 1-2 1600-1690* (Northern Writers Advisory Services, 1997-2005). Volumes 2-4 and 8-9 of the Between the Bollin and the Mersey series. Wills can also be obtained from Cheshire Wills Online at: <http://www.cheshire.gov.uk/recordoffice/wills/Home.htm>
5. Jill Groves, *Hale Wills, Part 1 1600-1640*, p 9.
6. R. N. Dore, op. cit. [2] p 42.
7. Jill Groves, *Piggins, Husslements and Desperate Debts* (Northern Writers Advisory Services, 1994) p 13. This is Volume 1 of the Between the Bollin and the Mersey series. The book quotes a typical three-lives lease rent as £1 for 20 Cheshire acres, but in a recent personal conversation she puts the average at 2s per Cheshire acre.
8. Jill Groves, op. cit. [5] pp 90-1.
9. A more thorough comparison of this list of tenants and rents with the earlier 1640's rent roll, the 1726 and early 19<sup>th</sup> century surveys, the various 18<sup>th</sup> century Rent Books (particularly those of 1734 and 1764), and the 1838 tithe maps is likely to yield significant information on the history and location of the Hale tenements, and determine if Hale rents were indeed higher than average.
10. R. N. Dore, op. cit. [2] p 41.
11. All dates in this paper are modern dates. Before 1754 the New Year fell in late March so this document actually carries the date of 1714.

## George Warburton's Lease 1616

The lease transcribed below is 50 lines long, plus possibly one or 2 further lines lost in the fold at the bottom.

The lines are numbered. Square brackets [] indicate uncertain, or unreadable words. Ordinary brackets () are part of the original text. Curly brackets {} indicate comment or clarification.

I have not followed the normal transcription practise in my treatment of abbreviated words. Abbreviations are common in the script of the time, usually being indicated by abbreviation marks or superscripts. I have transcribed the words in full without placing the omitted letters in square brackets. Commonly abbreviated words include: adms for administrators, apprtennces for appurtenances, covennt for covenant, delivry for delivery, paymt for payment, pcell for parcel, pishe for parishe, pmisses for premises, pntes for presentes, pte for parte, pty for party, tente for tenemente, wch for which, and wth for with, Also George is sometimes spelled without the last 'e', and the 'n' in assignes is sometimes missed, but I have put them in. All other spellings are as written.

It is noticeable that this lease is littered with commas (so many I may have missed some) in stark contrast to the 1746 lease which is virtually devoid of punctuation. Strangely spelled words are best read phonetically, though I have put my interpretation in brackets were appropriate. A common word ending in the lease is 'con' where today we would use 'tion'. It should be noted that 'c' and 't' are very similar in this script so I may have mistaken them, though 'con' with a soft 'c' gives a better phonetic approximation of the intended word.

1. **This Indenture** made the first daie of November in the fourteenth yere of the raigne of our soveraigne Lord James by the grace of God King of England, France & Ireland, defender of the
2. faith [...], And of Scotland the fiftieth, Anno Dm 1616. Between Sir Baptist Hickes of London knight on thone {the one}party. And George Warburton of Halebarnes within the towne of Hale in the County
3. of Chester husbandman on thother{the other} party. Witnesseth that the said Sir Baptist Hickes for & in consideration of the sume of tree score eighteen pounds, fifteene shillings and sixe pence of lawfull money of England
4. Twenty five poundes, xvjs {16s} & viijd {8d} whereof is already satisfied & paid by the said George Warburton before then sealing and delivery of these presentes, And twenty five poundes, xvjs {16s} & viijd {8d} more is agreed to be
5. paid at, in, & upon the xxiiijth (24<sup>th</sup>) daie of Maie next ensuing the daie of the date of these presentes, And twenty seven poundes, ijs {2s} & ijd {2d} residue of the sume aforesaid is also agreed to be paid at, in, & upon the xxiiijth {24<sup>th</sup>}
6. daie of Novenber which shalbe in the year of our Lord God one thousand sixe hundred & seventeene, The said finall payment to be made at, or in the now dwelling house of the said Sir Baptist Hickes
7. situate in the parishe of St Laurence in the Jury of the City of London, **hath** demised, granted, set, & to [ferme] {this word includes a superscript indicating missing letters} let, and by these presentes doth demise, grant, set & to [ferme] let unto the said George
8. Warburton all that messuage, [ferme..hold]{ferme as above with hold; I presume the meaning to be farm holding}, or tenemente with the appurtenances situate, lying & being in Halebarnes in the towne of Hale aforesaid in the said County of Chester, and now or late in the tenure
9. holding, or occupation of Alice Holte and Elizabeth Antrobus of Hale aforesaid widowes & of their, or either of their assigns, for or under the yerely rent of fifteene shillings and vjd {6d} , And all &
10. singular houses, edifices, buildings, yards, orchards, gardens, lands, meadows, leases, pastures, feedings, parcells of land, waies, waters, paths, gates, comodities, [eaf/sew/mT], common of pasture and turbary {don't know what this is}, and all
11. other advantages to the said messuage, [ferm..ehold], or tenemente belonging or appurtenyng or accepted, reputed, taken or knowne as parte or parcel or member thereof or [to] or with the same commonly used dimised {this is sometimes spelled wit an 'e' sometimes with an 'i'}or letten as parte or parcell thereof together with liberty to digge, gett & take marle
12. any tyme during the said terme in any convenient parte of the said tenemente to be spent & ymployed upon the said tenemente or any parte thereof and not elsewhere And likewise libertyto cut [drive], stub up, or rid
13. up the brushes, gorses, thornes, briers, and brambles growing & being, and which shall growe & and be in or upon the premisses or any parte thereof, for the bettering of the said tenemente (except out of this presente dimise

14. and always returned to the said Sir Baptist Hicke his heirs and assigns all trees of oak, ash, & elm growing in and upon the demised premises or any parte thereof with free liberty to fall, take &
15. carry away the same at all convenient times during the said terme). **To have** and to hold the said messuage, [ferm..ehold], tenement, lands, meadows, pastures, parcels of land, liberties & all & any
16. other the premises before mentioned with their and any of their appurtenances (except before excepted) unto the said George Warburton his executors & assigns from the making hereof for and during all the
17. terme & time and until the full end, terme and time of four score & nyntene yeres fully to be compleat and ended if William Warburton & Thomas Warburton sonnes of the said George Warburton
18. and William Barret sone of John Barret deceased late of Hale aforesaid, or any of them shall fortune so long to lyve: **Yelding** {yielding}, paying & doing therefore during the said terme
19. unto the said Sir Baptist Hicke his heirs and assigns the auncyent {ancient} and accustomed yerely rent of fyftee shillings & vjd {6d} of lawfull english money, at the usuall feasts St Martyn the Bishoppe
20. in Winter and Saint John Baptist by even porcons {portions}, And an herriote at the death of every one dying tenant according as other Farmers and tenants within the Countie of Chester have for the
21. most parte used to do and as hath bin most used within the manor or manors of Ringey, Hale, & Synderland in the said County of Chester. And suit of Court Baron within the said manor & manors
22. and all such other auncyent {ancient} & accustomed suites, services, boons, averages, duties & demands as heretofore have bin, had or used, for, touching or in any wise concerning the said demised premisses or any
23. parte thereof. **And** yf it shall fortune the said yerely Rent of fyftee shillings and vjd {6 pence} to be behind & unpaid in parte, or in all, by the space of twenty daies, wherein the same ought to be paid ( being lawfully
24. demanded) and no sufficient distresse or distresses then can or may be found in, or upon the said premises, whereby the said Sir Baptist Hicke his heirs or assigns may Lawfully levy, & take the foresaid rent within
25. the arrerages therof (if any such be) that then it shalbe lawfull to & for the said Sir Baptist Hicke his heirs and assigns into the said messuage & premisses to reenter, and the same to have again, repossede {repossess}
26. & enjoy as in his or their former estate, Any thing herein conteyned to the Contrary in any wise notwithstanding. And the said George Warburton for him, his heirs, executors, & assigns doth covenant
27. promis & grant by these presents to & with the said Sir Baptist Hicke his heirs & assigns that it shall or may be lawfull to & for the said Sir Baptist Hicke at all seasonable times of the yeres to cut downe, take & carry away all

28. & every the tyber trees growing in, or upon the premises, except as in the covenant of the said Sir Baptist Hickes hereafter herin is menconed {mentioned}. And the said Sir Baptist Hickes doth covenant & grant for
29. him, his heires, & assignes to & with the said George Warburton, that he the said George Warburton his executors and assignes shall & may from tyme to tyme, & and at all tymes during the said terme quietly & peaceably
30. have, hold, occupy, possesse & enjoy all & singular the premises before dimised with their appurtenances under the condicon, reservacons & agreements above said and according to the tenor, purport, true intent, & meaning of these
31. presents, without the lawfull let or interruption of the said Sir Baptist Hickes his heires and assignes, clearly exonerated, acquitted, & discharged, or otherwise sufficiently saved & kept harmless of & from all other &
32. former bargains, estates, leases, charges and incumbrances whatsoever, heretofore had, made, don, acknowledged, or committed by the said Sir Baptist Hickes or his assignes, or by any other lawfully clayming by, from, or under
33. him, or by or under his meanes, consent, comandement or procurement in any wise, as lykewise of & from the dower of Dame Elizabeth Hickes wife of the said Sir Baptist Hickes. **And** further also the said Sir Baptist Hickes
34. for him, his heires & assignes, and for any of them doth covenant, promis, & grant to & with the said George Warburton his executors and assignes by these presents that he the said Sir Baptist Hickes shall & will at all &
35. every tyme & tymes during the space of three yeres next ensuing the date herof, when & as often as he shalbe thereunto reasonably required by the said George Warburton or his assignes, do, suffer , execute
36. & make, or cause and suffer to be don, suffered, executed & made all & any such further act or actes, conveyance & conveyances in the Lawe, Be it or they by fine or fynes with proclamacons in due forme of
37. Lawe, to be levied, or otherwise howsoever as shalbe reasonably devised, or advised & required by the said George Warburton or his assignes, or his or their Conncell {Counsel} learned in the lawe, for the further, & better
38. assuring, & sure making of the said messuage, [ferm..ehold], or tenemente, & other the premises, to the said George Warburton & his assignes for the said terme, under the reservacones, condicons, & agreements above said and
39. according to the true meaning herof , althe {all the} costes & charges of the said George Warburton his executors or assignes, [...] that the said Sir Baptist Hickes be not therby inforced to travel from the place of his aboade for the
40. making or executing of any the foresaid further conveyances, And so as the same extend not to extinct or ympeach the rente, services, excepcions, reservacon & agreementes above specified, or any of them **And** the said
41. George Warburton doth for him, his executors & assignes covenant, promis, & grant to & with the said Sir Baptist Hicks, his heires & assignes by these presents, that he the said George Warburton & his assignes, shall well & suffi-



42. ciently repaire, maintein, uphold, & keepe at their only costes & charges, all the houses, edifices, buildings, hedges, fences, mounds, standing, scituate, or being upon the premises, in, & with all good, needful & necessary repacons {repairs}
43. & amendments from tyme to tyme during the said terme (great tymber for the said houses and buildings only excepted) And the same being sufficiently repaired & amended shall in the end of the said terme quietly &
44. peaceably leave & yeld up {yield} to the said Sir Baptist Hickes his heires & assignes. **And** the said Sir Baptist Hickes for him, his heires & assignes doth covenant & grant to & with the said George Warburton his executors and assignes
45. that he the said Sir Baptist Hickes & his heires & assignes shall & will at all tymes needfull during the said terme within convenient tyme after any reasonable request in that behalf to be to him made, allowe & appoint
46. of the above excepted trees sufficient & needful housboote, hedgeboote, plowboot, fireboote, & gateboote {I presume 'boote' means 'wood'}for the needful repaying of the said houses, fences and Mounds of the premises, and for fire reasonable to be spent in the said
47. house only, and for gates, plowes, & cartes to be ymployed in & upon the demised premises & not elsewhere, if ther shalbe sufficient trees then ther. Provided nevertheles and upon condicon that if the said
48. George Warburton or his assignes shall not well & truly satisfye & paie, or cause to be well & truly satisfied & paid unto the said Sir Baptist Hickes his executors, administrators & assignes the said two finall sumes of xxv<sup>li</sup> {£25}, xvjs {16s}, & viijd {8d}
49. on the said xxiiij<sup>th</sup> {24<sup>th</sup>}daie of Maye, and xxvij<sup>li</sup> {£27}, ijs {2s}, ijd {2d}being residue of the said Lxxviiij<sup>li</sup> {£78}, xvs {15s}, & xjd {6d} on the said xxiiij<sup>th</sup> (24<sup>th</sup>) daie of November 1617 above written, & at place of payment aforesaid that then & from thenceforth it shall &
50. may be lawfull to & for the said Sir Baptist Hickes his heires & assignes into the said messuage [ferm..ehold] & tenemente & and all and every the said premises herin, or herby demised to Reenter & the same and any parte & parcel thereof to repossede
51. {the remaining lines are under a fold at the bottom of the page and are missing from my photocopy, except for the fragment 'as in his of their former estate anything in these presentes to the contrary' and the final clause heading '**In Witness**'. It can be presumed the final clause is similar to that in the 1746 lease}

On the bottom fold are the words 'Signed George Warburton' and what looks like a mark.

### **John Warburton's Lease 1746**

The lease transcribed below is 75 lines long. On the reverse is a signed receipt for 45 pounds from John Crewe, and the following:

Hale Ent.. 7<sup>th</sup> Nov 1746

John Crewe Esq. Lease to

John Warburton – [...] 3 lives

		£	s	d
A[.....] tenant	Fine	45	0	0
No 6	Old rent	1	2	10
	Herriot best good or	5	0	0
	Average 2 days work or	0	5	0
	Court dinner	0	1	0
	To her Ladyship	5	5	0

The lines are numbered. Square brackets [] indicate omitted letters where words are abbreviated in the original script.

1. **This Indenture** made the Seventh Day of November in the Year of our Lord one thousand seven hundred and forty six **Between** John Crewe of Crewe
2. in the County Esquire of the one part and John Warburton the Younger of Hale in the said County Yeoman of the other part. **Witnesseth** That as well for and in Consideration that the said John Warburton hath
3. Surrendred Yeilded and Given up and by these Presents Doth Surrender Yeild and Give up to the said John Crewe One Indenture of Lease heretofore made of the Messuage or Tenement Lands and Premises hereinafter mentioned
4. by William Ffrowde Esquire and Lucy his wife Since Deceased to John Warburton the Elder (father to the said John Warburton Party to these Presents) Bearing Date on or about the fourteenth day of May in the year of our Lord
5. thousand seven hundred and nineteen To Hold for and during the Lives of the said John Warburton the Father, the said John Warburton Party hereto, and Josiah Warburton and the Survivor of them ( which said
6. Josiah Warburton is since dead) the Surrender whereof the said John Crewe doth hereby Accept and for and in Consideration of the Sume of forty five Pounds of Lawfull British money as a fine to the said John Crewe
7. in hand paid by the said John Warburton party to these presents at or before the Ensealing and Delivery here of the Receipt whereof the said John Crewe doth hereby Acknowledge and there of doth Acquit and Discharge the
8. s[aid] John Warburton Party to these presents his Heirs Executors and Administrator sand also for and in Consideration of the Yearly Rent reservations Boons herriots Covenants and Provisoes Conditions and Agreements
9. here inafter reserved mentioned and Expressed to be paid done and performed by and on Behalf of the said John Warburton party to these Presents The said John Crewe **Hath** Granted and Demised
10. Sett and to farm Lett and by these Presents **Doth** Grant Demise Sett and to farm Lett unto the said John Warburton Party to these Presents his Heirs and Assigns **All** that Messuage or Tenement with the Appurtanences
11. Scituate Lying and being in Hale aforesaid in the Parish of Bowdon in the said County of Chester and now in the Tenure Occupation or Possession of the said John Warbrton party to these presents his undertenants or Assigns together

12. With all houses Edifices Buildings Barns Stables Gardens Backsides Orchards Tofts Crofts Lands Meadows Pastures feedings ways waters common of Pasture Turbary Comoditys and advantages whatsoever
13. the said Messuage or Tenement belonging or in any wise appertaining or therewith held used occupied or Enjoyed (Saving and reserving nevertheless to the said John Crewe his heirs and Assigns all woods and underwoods whether
14. of Oak Ash Elme or Poplar of what growth or Species Soever with free liberty for the said John Crewe his heirs and Assigns to Stock Cutt Coard Coal and carry away the Same at his and their free wills and pleasures
15. Excepting also to the said John Crewe his Heirs and Assigns All mines minerals and marl of what nature or Quality soever with free Liberty for him the said John Crewe his Heirs and Assigns at all times hereafter to Sink
16. Pitt or Pitts and to Erect work or works and the Profits thereof to take and also watercourses Rivers or Rivulets Pools Pond and Pitts to fish and the said watercourses to Turn and to hawk hunt shoot coarse Fish and fowl in or
17. upon any part of the said Premises at his and their free wills and pleasures and also all arrears of Rent due from the said Premises to the said John Crewe his heirs and Assigns out of this Demise saved reserved and
18. Excepted) **to have and to hold** the said Messuage or Tenement and all and singular the Premises before by these Presents Demised or mentioned or Intended so to be with their and every of their
19. Appurtenances (Except before Excepted) unto the said John Warburton Party to these Presents his Heirs and Assigns for and during the naturall Lives of the said John Warburton the father the said John Warburton party
20. to these Presents and Thomas his son and for and during the natural life of the longest Liver of them **Yeilding** and Paying therefore Yearly and every Year During the said Term unto the said John Crewe his heirs
21. and Assigns the Clear Yearly Rent or Sume of Two and twenty shillings and ten pence of Lawfull Brittish money at or upon the Yearly feast days of Saint John Baptist and Saint Martin the Bishop in Winter by even and equal
22. portions over and above all manner of Parliamentary and other Leys taxes and assessments that now are or hereafter shall or may be Taxed Assessed or Imposed upon the said Premises or any part thereof During
23. the said term **And** also Yeilding and paying therefore at the Death and Deaths of him the said John Warburton party to these Presents and of every other Person Seized Possessed or any ways Interested in or
24. Principall Tenant of the said Premises or any part thereof the best Beast or other Best Good or Cattle of him and them respectively Dying wheresoever the Same shall or may be found or that shall be in or upon the said
25. premisses at their or any of their deaths for and in the name of an Herriott or the Sume of Five Pounds of Lawfull Brittish money in Lieu thereof at the Election and Choice of the said John Crewe his heirs

26. and Assigns **And** also doing rendering and performing yearly During this Demise two days work with a sufficient Team with Cart or plough at the Hall of Crewe or elsewhere in the said County of Chester or five shillings
27. in money at the Election and Choice of the said John Crewe his Heirs and Assigns **And** also Yearly and every Year Doing Suit and Services upon Lawfull Summons to the Court Baron of the said John Crewe his
28. Heirs and Assigns that shall be holden in and for his Manors of Hale and Rungey in the said County of Chester and also paying six pence towards the Stewards Dinner at every such Court there to be holden during
29. the said Term so as the Same Exceed not twice in any one Year **And** also Yeilding Paying Doing and performing all such Boons Averages Customs and Services as any other Tenant hath Yeilded paid or Done
30. or hereafter shall Yeild pay or do for any Tenement or farm within the said Manor of Hale of the like rent or value of the premises hereby demised or thereabouts **Provided** always nevertheless that if it
31. happen that the said yearly Rent of Two and Twenty shillings and ten pence or any the Boons Charges herriotts and Services aforesaid shall be behind and unpaid in part or in all by the space of fourteen days next
32. after either or any of the said Days whereon the same ought to be paid as aforesaid being Lawfully Demanded and that no Sufficient Distress or Distresses shall or may be found upon the said Premisses that then
33. and from thenceforth It shall and may be Lawfull to and for the said John Crewe his Heirs and Assigns into the said Messuage or Tenement and Premisses with the Appurtenances wholly to Reenter and the
34. same from thenceforth to repossess and Enjoy again as in his and their former Estate or Estates and the term hereby Demised from such Entry to Cease End and Determine any thing herein before contained
35. to the contrary thereof in any wise notwithstanding **Provided also** further and upon Condition that if the said John Warburton party to these Presents his heirs or Assigns do or shall at
36. any time or times hereafter Demise Grant Let Set Bargain Sell Assign or Exchange the said Premises or any part thereof to any person or Persons whatsoever other than to his wife Child or Children or to the
37. Husband or wife of such Child or Children without the Special Lycence in writing of the said John Crewe his Heirs and Assigns being had first and obtained under his or their hands for that purpose that then
38. it shall and may be Lawfull to and for the said John Crewe his Heirs and Assigns into the said Premisses and every part thereof wholly to reenter and the same from henceforth to have again repossess
39. and enjoy as if this Present Demise had never been made this Present Indenture or any thing herein contained to the contrary thereof in any wise notwithstanding **And** the said John Warburton party

40. to these Presents for himself his Heirs Executors Administrators and Assigns Doth Covenant Promise Grant and Agree to and with the said John Crewe his Heirs and Assigns by these Presents that he the
41. said John Warburton Party to these Presents his Heirs Executors Administrators or Assigns shall and will at this and their own proper costs and Charges from time to time and at all times hereafter dureing the s[ai]d
42. term as well Bear and Pay all manner of Parliamentary and other Leys Taxes and Assessments that now are or hereafter shall or may be Taxed Assessed or Imposed upon the said premises of any part thereof
43. as also shall and will well and sufficiently repair maintain uphold and keep the said Premisses in good and Sufficient Tenantable repair and at the End or other sooner Determination of the Term and
44. Estate hereby Granted shall and will in such good order and repair Yeild and Deliver up the Quiet and peaceable Possession thereof unto the said John Crewe his heirs and Assigns **Provided** always
45. nevertheless that It shall and may be Lawfull to & for the said John Crewe his heirs and Assigns and his and their Steward Bayliff or agent at Seasonable times dureing the said Term hereby granted to
46. Enter into all or any part of the said Messuage Buildings Lands and premises to view the repairs and Condition thereof as often as he or they shall think fitt **And** further also shall he the said John
47. Warburton party to these Presents his Heirs Executors Administrators or Assigns shall not take or Suffer to be taken any Inmate or Inmates into the said Messuage or Tenement and farm or into any part
48. thereof without the Lycence and Consent in writing of the said John Crewe his heirs or Assigns first had and obtained for that Purpose And if he or they shall take or Suffer to be taken in any Inmate or Inmates
49. without Such Consent as aforesaid that then and in such Case he the said John Warburton Party to these Presents his heirs or Assigns shall Yeild and pay therefore to the said John Crewe his heirs and Assigns the
50. Sume of thirteen Shillings and four pence for every month that such Inmate or Inmates shall remain in or upon any part of the said Premisses without such Leave and Consent of the said John Crewe his
51. Heirs and Assigns as aforesaid above the Rent herein before reserved **And** further also that if at any time During the Continuance of this Demise the said John Crewe his Heirs and Assigns shall make a Voyage or
52. go in person to the wars in the Service of the King's Majesty his Heirs Successors within this [R]ealm or without that then the said John Warburton Party to these Presents his heirs or Assigns upon sufficient and reasonable
53. warning shall and will at his & their own costs and charges Provide a Sufficient able man well armed furnished and appointed for the wars to Attend and Serve the said John Crewe his heirs or Assigns in such

54. Voyages and wars During such time as he or they shall in person Continue and remain in the Same Voyages and Wars if he or they shall require or Demand the said John Warburton Party to these Presents his heirs
55. or Assigns so to do **And** further also that he the said John Warburton party to these Presents his Heirs and Assigns shall and will from time to time and at all times During the said Term at the
56. Messuage or Tenement herein before Granted well Sufficiently and Carefully Maintain and keep for the said John Crewe his Heirs and Assigns Such one Hound Greyhound Spaniel or other Dog yearly as shall be
57. Sent for that Purpose by the said John Crewe his Heirs or Assigns and if the said John Warburton Party to these Presents his Heirs or Assigns shall not at all times well Sufficiently and carefully keep such
58. Dog or Dogs that then for every such neglect Default or ill usage he or they shall and will therefore Yeild and Pay to the said John Crewe his Heirs and Assigns the Sum of Ten Shillings of Lawfull Brittish
59. money But yet nevertheless the said John Warburton Party to these Presents his Heirs or Assigns shall not be obliged to keep more than one Dog at a time **And** further also that he the said John Warburton
60. party to these Presents his Heirs and Assigns shall and will from time to time and at all times hereafter During the said Term hereby Demised Lay Sett Employ or Bestow or at the End or other Determination
61. thereof Leave upon the said Premisses all such muck and Manure as shall be got and Gathered by reason thereof thereupon for the Improvement thereof and not elsewhere **And** the said John Crewe
62. for himself his Heirs and Assigns doth by these Presents Covenant Promise and Agree to and with the said John Warburton party to these Presents his Heirs and Assigns that It shall and maybe Lawfull to
63. and for the said John Warburton Party to these Presents his Heirs and Assigns at all times hereafter During the Term hereby Determinable as aforesaid (Except as before is Excepted) to Grub Slice
64. Stock and rid up all Gorse Bryars Brambles Broom and Brush now Growing or hereafter to Grow upon any part of the said Premisses so as the Same be done without Damages to the Young Oaks or Oaktrees
65. Growing in the Hedges or elsewhere upon the said Premisses and also to make Marl Pitt or Pitts upon any Convenient Part of the said Premisses and out of the same to take Marl in Husbandry for to be
66. Employed and Bestowed for the Bettering and manureing of the said Premisses and not elsewhere or otherwise **And** further also that the said John Warburton party to these Presents his Heirs or Assigns
67. from time to time and at all times During the said Term hereby Granted for and under the Payment of the Rent Boons Herriotts and Services and performance of the Covenants provisoes Conditions and

68. Agreements herein mentioned on his and their Parts to be paid done and performed shall and may peaceably and Quietly have hold occupy Possess and enjoy the said Messuage or Tenement and Premisses
69. hereby Demised (Except as herein before is Excepted) for and During the Term hereby Granted Determinable as aforesaid without the Let Suit Trouble Interruption or Denyal of the s[ai]d John Crewe his heirs
70. or Assigns of any other person or persons Lawfully Claiming or to Claim by from or under him them or any of them in any wise **And lastly** the said John Crewe hath made ordained and
71. appointed and by these Presents doth make ordain and appoint and in his Stead and place put William Smith of Midlewich in the said County of Chester Gentleman his true and Lawfull attorney
72. for him and in his name place and Stead into the said Messuage or Tenement and Premisses or any part thereof in the name of the whole to Enter and thereof full and peaceable possession and
73. Seizin to take and after such Seizin so had and taken in his name the same to Deliver to the said John Warburton party to these Presents To hold according to the tenour and effect of these Presents ratifying
74. and hereby Confirming all and whatever his said Attorney shall do or cause to be done in the Premises by Virtue of these Presents as fully and effectually as if the said John Crewe was personally
75. Present Doing the same **In Witness** wereof the said Partys to these Presents their hands and Seals Interchangeably have Sett the Day and Year first above written.