

This Indenture made in the seventh year of our sovereign Lord George the Third Reign by the grace of God of Great Britain France and Ireland King defender of the faith &c And in the year of our Lord god Seventeen Hundred and Sixty Seven between William Stuart of Stafford County in the Colony of Virginia Clerk of the one part & Charles Cornish of the County of Fairfax of the other part witnesseth that the said William Stuart for and in Consideration of the summe and Covenants herein After Reserved and Excepted have Demised Granted and to have Let and By these presents Both demise grant and to have Let one moiety Of certaine tract of Land lying Upon Sandy Run On the County of Fairfax aforesaid and Containing four hundred And Sixty Acres To have and to Hold the said moiety /vizd/ One hundred and Thirty Acres unto him the said Charles Cornish his heire And Assigne With the appurtenances therewards belonging from the said William Stuart for and During the natural lives of him the said Charles Cornish and Elizabeth Cornish his wife and William Holoman ~~his heire~~ the said Charles Cornish yealding and Paying unto the said William Stuart his heire and Assigne the yearly Rents of five hundred and Thirtie pounds of tobacco at or Upon the first day of may for and During the said term of Lives And further the said Charles Cornish for himself his heire And Assigne both Covenant and agree to and With the said Stuart his heire And Assigne With all Expedition to build on the said lot Of land One Dwelling house twenty feet by sixteen feet an outside Chimney and one parlour house thirty feet by Twenty according to the manner of Virginia Building & to keep the said house in good tenable Repair And to leave the same at the Expiration of the term aforesaid in the like good repair And further the said Charles Cornish both Covenant and agree to and with said William Stuart his heire and Assigne With all Expedition to plant and raise An orchard of one hundred Apple Trees And the like number of peach trees And to keep the same well pruned and enclosed for and During the term aforesaid and to leave the same in good order And well enclosed At the expiration of the aforesaid term And further the said Charles Cornish Both Covenant and Agree to and With the said William Stuart his heire & Assigne Not to waste and Digg for no Broke any Timber growing on the said Land Otherwise than for the use of the tenement Nor to sell & Dispose of the same to any Person without the Consent and approbation of the said William Stuart his heire and Assigne Nor work more then three Dethable Servants or Slaves on the said tenement And if the said Charles Cornish his heire & Assigne shall at any time for the space of two whole years fail in the payment of the said summe reserved as aforesaid or in the performance of all or any of the premises aforesaid that then it shall and may be lawfull for the said William Stuart his heire And Assigne to enter the said land and premises and to be in Actual possession of the same to all intents & purposes As if this lease had never been made In witness whereof both parties have interchanged set their hands & seals so true of these indentures of the same tenor and date

Sealed and Delivered
In presence of

David Miller

William Holoman

his mark
Thomas Hornbruckle

William Stuart

At a court held for the County of Fairfax

16 November 1767.

This Lease was proved by the oaths of the witnesses to be the act and deed of William Stuart Charles Cornish his wife and acknowledged by the said Charles Cornish as his Act and Deed & ordered to be Recorded Test: Waggoner Col. Cur

Stuart
to { Lease
Furnish.

8767 Nov. 2
R.L.G. fol. 300