

Transcription of a Stainforth indenture dated 1677

D. S. Johnson, August 2010 Stainforth History Group

This Indenture made the thirty first day of December in the twenty ninth yeare of the raigne of our gracious soveraigne lord Charles the Second by the grace of god king of England Scotland France and Ireland Defender of the faith Anno Domini 1677

Betweene William Foster of Staynforth Under bargh in the County of Yorke woollen clothe worker on the one partie And Thomas Foster naturall sonn of the said William Foster on the other partie **Witnesseth** that the said Wiliam Foster for and in consideration of the naturall love and affection hee hath and beareth to his said sonn And especially for and in consideration of his childs parte and porcion And for other vulluable considerations him theirunto moveing **HATH** demised granted aliened assigned and sett over And by these presents hee the said William Foster from him his executors admins and assignes dothe demise grant aliene assigne sett over and confirme unto the said Thomas Foster (his sonn) **All** that one messuage and tenement with the appurtenances sett lyeing and being within the towne feilds and territories of Stainforth under bargh which said messuage and tenement was convayed to the said William Foster his execs admins and assignes by Lawrence Swainson and Alice Swainson (naturall mother of the said Lawrence) As by their indenture bearing the date the twentieth day of March one thousand sixe hundred and fiftie referrence theirunto being had more at large may appeare **And** alsoe one close of inclosure of ground adjoining upon the aforesaid messuage and tenement called and knowne by the name of Parrocke which was bought of one Christopher Armitstead sonn of John of Staynforth aforesaid And alsoe all that close or inclosure of ground called and knowne by the name of Taitlands containeing by estimation sixe roods of ground bee it more or lesse lyeing within the fields of Staynforth aforesaid next to the grounde of Josias Dawson towards the south And likewise one other parcel of ground called Sandriggs containing by estimation halfe one Acre of ground bee it more or less lyeing likewise within the said fields betweene the grounde of Christopher Browne on both sides which said last mentioned close called Taitlands and the parcel of ground called Sandriggs was bought by Henery Foster (father of the said William Foster) of Richard Ayrton Thomas Ayrton (his sonn) and Richard Husband all of Staynforth aforesaid as may appeare by their Indenture bearing date the fifth day of Aprill one thousand sixe hundred sixtie two All which said messuage and tenement and all other the abovementioned parcells of ground are now in the tenure and possession of the said William Foster his Assigne or assignes together with all houses barnes edifices buildings garthes gardens And all and singular wayes pathes passages waters watercourses hedges ditches fences woods underwoods profits priviledges and appurtenances whatsoever to the said messuage and tenement and other the abovementioned parcells of ground and premises belonging or in any wise appertaineing And all the full and whole estate right title interest use possession occupation reversion terme and terms of yeares claime and demande whatsoever of the said William Foster of in and to the said premises and every part and parcel their of with the appurtenances And all deeds evidences escripts and minements onely concerning the same **To have and to hold** the said messuage and tenement the close called Parrocke the close called Taitlands and the parcel of ground called Sandriggs

And all and singular other the said premises hearby granted or mentioned and intended to bee hearby granted assigned and sett over and every part and parcel thei of with the appurtenances unto the said Thomas Foster his execs admins and assignes to his and their only use and uses most benefitt and advantage from and imediatly after the first day of May next ensueing the date hearof for and dureing and unto the full end and terme of eight hundred yeares and the same to bee fully compleate finished and ended without impeachment of or for any manner of waste And further for all such terme and termes of yeares after expiration of the aforesaid terme as the said William Foster hath interest in and power to demise the abovesd premises or any part or parcel thei of hee the said Thomas Foster his execs admins or assignes **yeilding** and paying theirfore yearly from henceforth dureing the terme abovesd unto the lord or lords of the premises or to whom the same shall of right grow due and payable the rent of five pounds of lawfull English money at the feaste of Pentecost and St Martin the Bishopp in winter by eaven and equall portions and likewise all such other rents taxes or impositions which shall of right grow due & payable for the premises or any part of parcel thei of **And the said** William Foster for himself his heyres execs admins and every of them doe covenant promise and grant to and with the said Thomas Foster (his sonn) his execs admins and assignes and to and with evrie of them in manner and forme following (that is to say) that hee the said William Foster at the time of the sealing and delivrie of these presentments is lawfully possessed and interessed into the premises hearby granted and now hath full power good right and lawfull Authoritie to demise grant assigne and sett over the said messuage and tenement closes parcells of ground and all other the premises with the appurtenances above mentioned and hearby granted and evrie part and parcel thei of unto the said Thomas Foster his execs admins and assignes for and dureing all the terme abovesd in manner and forme as abovesd **AND THAT** hee the said Thomas Foster his execs admins and assignes and evrie or any of them by force and vertue of these presentments shall or may lawfully enter into the above bargained premises, and at all times hereafter dureing the terme of eight hundred yeares aforesd for and under the yearly rent abovesd quietly and peaceably have hold use occupy possesse and enjoy all the abovementioned and hearby granted premises and evrie part and parcel thei of with the appurtenances without any lett sute trouble molestation eviction ejection restraint denial hinderance or any incumberance whatsoever of him the said William Foster his heyres execs admins or assignes or any of them or of any other person or persons whatsoever by from or under him them or any of them lawfully claymeing **free** and cleare and freely and clearly acquitted exonerated and discharged or uppon every reasonable request well and sufficiently saved and rent harmlesse by the said William Foster his execs or admins some of them and of and from all and all manner of former and other bargaines sales guifts grants leases mortgages joyntures dowries bonds wills fines amerciments judgments executions rents arrearadges of rents and of and from all other acts estates titles charges troubles and incumbrances heartofore had made done suffered or consented unto by the said William Foster or hereafter by him his execs or admins to bee had made done suffered or consented unto in any wise the said yearly rent of five pounds and all such other rents taxes and impositions which shall of right grow due for the premises excepted and always forepromised **IN WITNESSE** whearof the partie abovesd to these presentments

indentures interchangeably have sett their hands and seales the day and year first above written

William Foster

May the 14th 1678

Memorandum it is Agreed betwixt the parties within mentioned that in regard that the number of Acres contained in the within mentioned premises is not engrossed yet nevertheless the said Thomas Foster is to for twelve Acres in Billingers and two Acres in the Forte And likewise that the said Thomas Foster shall indure upon necessity unto James Foster of the within mentioned Staynforth one deed or grant from Robert Swaynson to his sonn Lawrence Swaynson and A cobby of the said Robert Swa upon reasonable demande

Wittnesse

Signed by mee

Wm Paley

Thomas Foster

Sealed signed and delivered with these words enterlined viz (next insueing the date hearof) betwixt the the twenty ninth and thirtieth from the beginning of this the said Indenture in the sight and presence of us

Roger Armitstead

Thomas Parr

Wm Paley