

**Lord 39 5 September 1845**

**Anthony Stackhouse and Henry and Frederic Dawson**

**This Indenture** made the fifth day of September 1845 **between** Anthony Stackhouse of Settle in the parish of Giggleswick in the county of York Esq of the one part and Henry Dawson of Hopton near Harling in the county of Norfolk clerk and Frederic Dawson of number two Pump Court Temple in the county of Middlesex Esq of the other part. **Whereas** the said Anthony Stackhouse claims to be entitled to certain sheep or cattlegates or herbage grazing feeding lying and depasturing a certain quantity of sheep or cattle of and in a certain pasture or enclosure of land called Brownbank situate in the township of Stainforth in the parish of Giggleswick in the county of York at a certain season of the year namely from Martinmas and Michaelmas in each year to the 26th day of April then next following **and** whereas the said Henry Dawson and Frederic Dawson are possessed of or entitled to the entirety of the said close or parcel of land called Brownbank and that they or their tenant or tenants of a certain estate called Winskill in the township of Langcliffe in the parish of Giggleswick aforesaid have occupied or enjoyed the said close or parcel of land called Brownbank to the exclusion of all other parties excepting and always reserving to the said Anthony Stackhouse his tenant or tenants the right of depasturing his her or their cattle or sheep on the said pasture close or enclosure of ground called Brownbank **and** whereas in consequence of certain disputes having yearly and every year arisen between the respective tenants of the said Anthony Stackhouse and Henry Dawson and Frederic Dawson of their respective farms at Winskill aforesaid as to the manner and times when the said Anthony Stackhouse or his tenant shall put in his sheep or cattle in the said close called Brownbank for the purpose of the depasturing of the same and also as to the time of taking away the said sheep or cattle it has been agreed between the said Anthony Stackhouse and Henry Dawson and Frederic Dawson that the said Anthony Stackhouse shall assign and convey all his right or interest of and in the herbage grazing or feeding of cattle or sheep on the said close called Brownbank in **exchange for a small piece or parcel of land at the North West end of the said close or parcel of land called Brownbank containing all together about three roods and eighteen perches as marked out and described in the margin of these presents** which the said Henry Dawson and Frederic Dawson have agreed to assign and convey to the said Anthony Stackhouse his heirs and assigns and the said Henry Dawson and Frederic Dawson have **hereby agreed to erect and the said Anthony Stackhouse has hereby hereafter agreed to maintain a good stone fence or wall to separate the piece or parcel of land given in exchange by the said Henry Dawson and Frederic Dawson to the said Anthony Stackhouse from the said close of land called Brownbank. Now this indenture witnesses that in pursuance** of the said recited agreement and in consideration of the conveyance or assignment by the said Henry Dawson and Frederic Dawson hereinafter contained the said Anthony Stackhouse has bargained sold assigned transferred and set over and by these presents **does** bargain sell assign transfer and set over unto the said Henry Dawson and Frederic Dawson their and each of their heirs and assigns all that his the said Anthony Stackhouse's right or interest of and in 24 sheepgates and six young beastgates or herbage grazing lying feeding and depasturing for 24 full-grown sheep and six young beasts to go graze feed lie down and depasture in on or upon all that close enclosure or parcel of land called Brownbank situate in the said township of Stainforth from the seasons of Michaelmas and Martinmas in each year to the 26th day of April then next following

and all right or interest whatsoever of the said Anthony Stackhouse of or in the said close of land called Brownbank **to** have and **to** hold the said sheep or cattlegates hereinbefore assigned unto the said Henry Dawson and Frederic Dawson their and each of their heirs and assigns **in exchange** for the piece or parcel of land hereinafter given assigned and conveyed by the said Henry Dawson and Frederic Dawson. **And** this indenture further **witnesses** that in further pursuance of the said agreement and in consideration of the conveyance and assignment by the said Anthony Stackhouse hereinbefore contained the said Henry Dawson and Frederic Dawson **have** and each of them **have** bargained sold assigned transferred and set over and by these presents **do** and each of them **do** bargain sell assign transfer and set over unto the said Anthony Stackhouse his heirs and assigns all that small piece or parcel of land situate at the North West end of the said close of land called Brownbank containing altogether three roods and 18 perches Statute measure or thereabouts which said piece of ground is marked out and described by a map or plan in the margin of these presents together with all rights walls fences waters watercourses easements and appurtenances to the same and every part thereof belonging or appertaining. **To** have and **to** hold the same with the appurtenances unto the said Anthony Stackhouse his heirs and assigns **in exchange** for the right of herbage or depasturing sheep or cattle hereinbefore given assigned and conveyed by the said Anthony Stackhouse to the said Henry Dawson and Frederic Dawson. **And** the said Henry Dawson and Frederic Dawson do hereby covenant and declare that they or one of them their or one of their executors administrators or assigns shall and will within six months from the date hereof make and erect a good stone wall or fence to separate the said close called Brownbank from the said piece of ground hereinbefore assigned and conveyed to the said Anthony Stackhouse which the said Anthony Stackhouse hereby hereafter for himself his heirs the executors administrators and assigns agrees to maintain and keep up in good repair. **And** whereas the said Henry Dawson and Frederic Dawson are merely tenants for life of the said close called Brownbank and it has accordingly been agreed upon by and between the said parties to these presents that if any or either of the said parties to this exchange or the heirs executors and administrators or assigns or either or any of them shall at any time hereafter be lawfully evicted or ejected of or from the possession of the hereditaments or premises hereby assigned and conveyed to the same party or any part thereof by reason of any right or title paramount or precedent to the exchange hereby made then it shall be lawful for the other party or the heirs executors administrators or assigns of the other party to re-enter upon the hereditaments and premises hereby assigned and conveyed by the same party or into or upon any part thereof in the name of the whole to repossess and enjoy the same hereditaments and premises as his or their former estate and thenceforth the exchange hereby made shall be void. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Anthony Stackhouse Frederic Dawson Henry Dawson

verso

Signed sealed and delivered by the within named Anthony Stackhouse in the presence of

(sworn) Wm ..... Solr Settle  
Rcd Furlong his clerk

Signed sealed and delivered by the within named Henry Dawson in the presence of William Scott Draper Hopton

Signed sealed and delivered by the within named Frederic Dawson in the presence of John Burrell Acct 27 Spring Garden

A memorial of the within written deed was registered at Wakefield the eighth day of January 1846 near seven in the evening in Book PJ. page 669 and number 662

Dated 5th September 1845

Anthony Stackhouse Esquire and the Rev Henry Dawson and Frederic Dawson Esquire Deed of exchange of land called Brownbank in the township of Stainforth Com Ebor



**Lord1 Indenture Nicholas Darcy with Winscale and Cowside tenants**

**TLWD1**

**31 January 1591 (old calendar)**

**Deed held by T. Lord**

To all true Christian people to whom this present writing shall come to be seen read or heard. Richard Foster younger Thomas Foster the elder Richard Foster his son Thomas Foster of wynscale younger Christopher Lawson of Malham Henry Paycocke and Michael Saylbancke of Cowside of the parish of Giggleswick and county of York yeomen send greeting in our Lord God everlasting Whereas one Nicholas Darcy of Northampton in the county of Northampton Esquire by his indenture of lease under his hand and seal sufficient in the law bearing date the ninth day of February in the seven and twenty year of the reign of our sovereign Lady Elizabeth the Queen's Majesty that now is for and upon diverse good and lawful causes and considerations in the said indenture mentioned did demise grant and to farm let unto one Henry Billingsley Citizen and Alderman of London by the name of Henry Billingsley Citizen and haberdasher of London all those the manors of Lancklyffe and Nappay with all and singular the rights members and appurtenances whatsoever in the said county of York And all and singular messuages lands edifices buildings tenements leases rents reversions services courts leets liberties franchises profits commodities and hereditaments whatsoever to the said manors of Lancklyffe and Nappay or to either of them belonging or in any wise appertaining or accepted taken used demised occupied or letten to or with the said manors or either of them or as part parcel or member of them or either of them. And all and singular other the messuages lands tenements rents reversions services profits and hereditaments whatsoever of the said Nicholas Darcy with all and singular the appurtenances situate lying being coming growing or remaining of or within the towns parishes hamlets and fields of Lancklyffe and Nappay aforesaid and in every or any of them in the said county of York. And also the reversion and reversions of all and singular the premises and all and singular rents and profits whatsoever incident unto the same reversion and reversions. To have and to hold the same unto the said Henry Billingsley his executors administrators and assigns from the day of the date of the said recited indenture unto the end and term and for and during all the term of 500 years from thence following and fully to be complete and ended under the conditions in the said recited indenture mentioned with diverse other covenants matters agreements and things in the same indenture mentioned as by the said indenture more at large appears. And whereas the said Nicholas Darcy for the further assurance of the said manor of Lancklyffe and the better confirming of the estate of the said Henry Billingsley and his said term of years therein And upon intent to extinguish the condition contained in the said recited indenture of lease by his other deed or writing under his hand and seal bearing date the eighth day of August in the eight and twenty year of the reign of our said sovereign Lady Elizabeth for the considerations therein specified did approve ratify and confirm unto the said Henry Billingsley his executors administrators and assigns the said indenture of lease and the grant thereby made of the said manors of Lancklyffe and Nappay. Together with all and singular the messuages lands tenements rents reversions hereditaments commodities and premises by the said indenture of lease mentioned to be demised with the appurtenances And all and every other thing contained in the said indenture of lease And the estate right title interest and term of years which the said Henry Billingsley had to and in the said manors and premises with their appurtenances and to and in every part thereof by force of the said indenture of lease. To have and to hold the said manors messuages lands tenements hereditaments and premises by the said indenture of lease mentioned to be demised with the appurtenances unto the said Henry Billingsley his executors administrators and assigns from the day of the date of the said recited indenture of lease for and during all the residue of the said term of 500 years therein mentioned to be demised and then remaining to come and unexpired without impeachment of or for any manner of waste with further covenants grants agreements and things therein by the said last recited deed more fully appears. And whereas also the said Nicholas Darcy by one recognizance of the nature of the statute staple bearing date the 19th day of November in the six and twenty year of the reign of our said sovereign Lady Queen Elizabeth stands bound unto the said Henry Billingsley in the sum of £1000 of lawful money of England payable as by the said recognizance or statute more plainly may appear. And whereas also the said Nicholas Darcy by one other recognizance of the nature of the staple statute bearing date the 14th day of August in the said six and twentieth year of her highness said reign stands bound unto the said Henry Billingsley in the sum of £1200 of lawful money of England payable as by the said recognizance or statute more plainly appears. And where also the said Nicholas Darcy and the said Henry Billingsley of their common assents and consents by their deed indented demise bargain sale release and assignment under their hands and seals bearing date the nine and twenty day of November now last past before the date hereof As well for and in consideration of the sum of £537 12 shillings and 9 d of lawful money of England to

them the said Nicholas Darcy and Henry Billingsley in hand before the ensealing and delivery of these presents by the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and one Giles Foster well and truly contented satisfied and paid whereof and wherewith they the said Nicholas Darcy and Henry Billingsley do acknowledge and confess themselves and either of them to be well and truly satisfied and paid. And all the other persons above named and every of them their and every of their heirs executors administrators and assigns thereof and of every parcel thereof clearly acquitted and discharged for ever by these presents have demised bargained sold assigned set over and confirmed unto the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylebancke and to the said Giles Foster their executors administrators and assigns all those seven messuages with their appurtenances being in the several tenures or occupations of the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbank and the said Giles Foster and one Elizabeth Foster widow or of their assignee or assigns set lying and being in Wynscale and Cowside and elsewhere within the Lordship of Lancklyffe. And also all houses and buildings yards gardens and crofts to the same messuages or any of them now belonging or to or with the same or any of them now used occupied or letten And also three score and two acres twenty and five poles be they more or less of arable land and meadow lying in Wynscale and Cowside aforesaid and elsewhere within the said Lordship of Lancklyffe And now or late in the several tenures or occupations of them the said Richard Foster Thomas Foster the elder Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and the said Giles Foster or of their assign or assigns. And also 206 acres two roods and four poles of pasture lying and being within the said Lordship of Lancklyffe in the said county of York. That is to wit beginning at a certain close called the Purse and following the wall and ditch to the west end of one great close of pasture called Henside. And from thence following the south side of Henside to a gate of Henside close called the Locke Green gate and from thence near to a certain close called Robert Saylbancke calf close at Cowside aforesaid. And from the same calf close to a certain close called the Cowclose. And so to the corner of Wynscale ing as measure shall afford the same. All which acres of land meadow and pasture shall contain the rate of five elles and a half to every pole and one pole in breadth and 40 poles in length to every rood. And the said Nicholas Darcy and Henry Billingsley for the considerations aforesaid do clearly and absolutely bargain and sell unto the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and to the said Giles Foster their heirs executors administrators and assigns all woods underwoods and trees growing or being in or upon the premises before by these presents intended to be bargained sold demised assigned set over or confirmed together with the reversion and reversions remands and remainders of all and every the said premises and of every part and parcel thereof before by these presents mentioned to be bargained and granted over as aforesaid for the said term of 500 years. And all rents issues and yearly profits whatsoever reserved upon any demise lease or grant made of [the -word missing] premises or of any part or parcel of the same. Together also with all the whole estate right title interest use possession inheritance benefit profit claim and demand which they the said Henry Billingsley and Nicholas Darcy or either of them their or either of their heirs executors administrators or assigns at any time or times theretofore have had at this time have or other wise shall may or ought to have or to be entitled to have of in or to the said messuages tenements and premises afore by these presents mentioned to be demised bargained sold assigned and set over or confirmed with their appurtenances or of in or to any part or parcel of the same. To have and to hold the said messuages tenements and all other the premises before mentioned to be granted bargained sold released assigned and set over as is aforesaid with all and singular their appurtenances to the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and the said Giles Foster their executors administrators and assigns from and immediately after the making of the said last recited indenture for and during and unto the full end and term and during all the rest and residue of the said term of 500 years so thereof granted by the said Nicholas Darcy unto the said Henry Billingsley as aforesaid As are yet unexpired not ended or determined without impeachment of any manner of waste. And also in as full free large and ample manner and form to all intents and purposes as they the said Nicholas Darcy and Henry Billingsley or either of them had or of right ought or were entitled to have the same premises or any part thereof by any way right title or means whatsoever with diverse other covenants grants agreements in the said indenture of grant bargain sale and assignment mentioned and expressed and on the part and behalf of the said Nicholas Darcy and Henry Billingsley their heirs and assigns to be kept and performed touching the further assuring of the premises above therein mentioned to be bargained and sold as in and by the said indenture thereof made sealed and delivered more plainly appears by force and virtue of which said indenture of demise

grant bargain sale release and assignment the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and the said Giles Foster entered into the said seven several messages and into all and every other the lands meadows pastures and appurtenances above mentioned to be granted bargained sold released assigned and set over as is aforesaid and into all and every part and parcel thereof. And was and is now thereof lawfully possessed as joint tenants or tenants in common undivided and they the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and the said Giles Foster now so being jointly possessed of the premises as is aforesaid and minding and intending that every one of them and there assigns may and shall have such part and portion of and in the said lands and premises in severalty as unto them and every of them are or of right ought to be due and appertaining according to former agreements and covenants amongst them had made concluded and agreed upon. **Now know you us** the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke as well in accomplishment and performance of our said covenants promises and agreements made touching the reconveying and assuring of the premises by dividing releasing assigning and setting over and for diverse and many other good and reasonable causes and considerations us and every one of us especially moving **have given granted released** assigned and set over and by these presents for and from us and every one of us our and every of our heirs executors administrators and assigns jointly and severally do clearly freely and absolutely give grant release assign set over and confirm unto the said Giles Foster his heirs executors administrators and assigns to his and their only and proper use and uses All our and every of our whole estate and estates use possession occupation term of years reversions claim and demand which we the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke or any of us ever had or that we or any of us our heirs executors administrators or assigns at any time hereafter or of right might or may have by force and virtue of the said last recited indenture made by the said Nicholas Darcy and Henry Billingsley or by any other ways or means whatsoever as well of in unto and upon all that messuage with the appurtenances at Wynscale aforesaid now in the occupation of the said Giles Foster his assignee or assigns and all houses buildings yards gardens and closes to the same belonging or in any wise appertaining. Also all those closes and parcels of arable land meadow and pasture at Wynscale aforesaid now in the occupation of the said Giles Foster his assignee or assigns called and known by the several names hereafter in these presents particularly named and expressed that is to say all those two closes called netherryng and overyng one close called Parckheade one parrocke behind or on the north side of the barn one close called Cakerscarr one close called Crolthoneclose and one little close or parrocke thereunto adjoining on the southside. All which closes and parcels of ground do contain 10 acres and 27 poles after the rate of five elles and a half to every pole and one pole in breadth and 40 poles in length to every rood. As also of in and upon all those 34 acres one rood and 13 poles of the moors and pastures of the Lordship of Lanckcliffe aforesaid parcel of those 200 and six acres two roods and four poles above mentioned to be bargained and sold by the said Nicholas Darcy and Henry Billingsley unto the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and to the said Giles Foster. And all woods underwoods and trees thereupon standing and being. And all waters watercourses ways privileges and advantages whatsoever to the said messuage tenements and premises or any of them belonging or in any wise appertaining. And also the reversion and reversions remand and remainders thereof amongst other things granted by the said Nicholas Darcy and Henry Billingsley for the term of 500 years as the is aforesaid and all the rents issues and yearly profits whatsoever reserved upon any demise lease or grant made of the same. And the whole estate and estates rights titles possessions inheritances benefit profit claim and demand which we the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke or any of us now have or that we or any of us our or any of our executors administrators or assigns at any time hereafter might ought or may be entitled to have of in and unto the said messuage and premises granted assigned and set over unto the said Giles Foster as is aforesaid. Together with his full part and portion rateably of the benefit as well of all and every further assurance and assurances made and to be made by the said Nicholas Darcy and Henry Billingsley their and either of their heirs executors administrators and assigns for further assuring of the premises and of every bond statute and recognizance made and acknowledged or to be made and acknowledged for performance of the same as in the said last recited indenture made by the said Nicholas Darcy and Henry Billingsley is expressed. As also of all and every other covenant grant bargain sale and assignment therein contained. **To have and to hold** occupy possess and enjoy the said messuage and all and singular the lands and meadows pastures and all other the premises above mentioned to be bargained released assigned and set over as is aforesaid.

And the reversion and reversions of the same and all issues rents and yearly profits thereof and his full part portion and benefit of every covenant grant article and assurance in the said last recited indenture contained. To the said Giles Foster his heirs executors administrators and assigns from and immediately after the ensealing and delivery of these presents for and during and unto the full end and term and for and during all the rest and residue of the said term of 500 years granted bargained sold assigned and set over by the said last recited indenture made by the said Nicholas Darcy and Henry Billingsley as is aforesaid and as are unexpired and yet to come without impeachment of any manner of waste. And in as full large ample and beneficial manner as we the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke Michael Saylbancke and every or any of us have or hereafter of right might ought or may be entitled to have and enjoy the residue of the said messuages and other the premises by force and virtue of the said last recited indenture made by the said Nicholas Darcy and Henry Billingsley as is aforesaid or by any other way or means whatsoever. **And moreover** we the said Richard Foster Thomas Foster Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke for ourselves our heirs executors administrators and assigns do covenant and grant to and with the said Giles Foster his heirs executors administrators and assigns by these presents that we or any of us heretofore have not done or at any time hereafter shall do or consent unto any release or otherwise discharge any covenant statute recognisance or any other matter of assurance covenanted hereafter to be made by the said Nicholas Darcy and Henry Billingsley or either of them their or either of their heirs executors administrators or assigns touching the further assuring and conveying of the said whole premises or any part or parcel thereof. But that the said Giles Foster his heirs executors administrators and assigns shall or lawfully may have hold occupy possess and enjoy the said premises with the appurtenances to him granted as is aforesaid for ever without any lawful let hindrance or gainsaying of us the said Richard Foster Thomas Foster Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke or of any of us or any of our heirs executors administrators or assigns or of any person or persons lawfully claiming by or from us or any of us howsoever. **And** furthermore we the said Richard Foster Thomas Foster Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke and every one of us for ourselves our heirs executors administrators and assigns do covenant to and with the said Giles Foster his heirs executors administrators and assigns by these presents that if it happen at any time hereafter the said Giles Foster his heirs executors administrators or assigns to be sued or have occasion to sue touching the having and enjoying of the premises to him granted released and assigned as is aforesaid by reason of breach of any covenant of assurance bond or other condition to him and us jointly made touching the having and enjoying of the same amongst other things that then we the said Richard Thomas Richard Thomas Christopher Henry and Michael and every one of us our heirs executors administrators and assigns shall and will join in action suit bill complaint answer charges and otherwise with the said Giles Foster his heirs executors administrators and assigns in all things wherein we or any of us ought or lawfully may be helpers to him or them for better maintenance and defence of all such suits matters and actions as shall be so commenced or need to be defended touching the same without discontent (?) non suit release or any other act to be done or suffered by us or any of us our heirs executors administrators or assigns without his or their consent. **And** also we the said Richard Foster Thomas Foster Richard Foster his son Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbancke and every one of us for ourselves and our heirs executors administrators and assigns do covenant and grant to and with the said Giles Foster his heirs executors administrators and assigns by these presents that we the said Richard Thomas Richard Thomas Christopher Henry and Michael and every one of us our heirs executors administrators and assigns shall and will and all times hereafter and from time to time at and upon the reasonable request costs and charges of the said Giles Foster his heirs executors administrators and assigns further assure the premises granted to him the said Giles Foster his heirs executors administrators and assigns for and during the residue of the said term of 500 years in such sort and order as the said Giles Foster his heirs executors administrators or assigns by his or their counsel learned shall reasonably devise and require without delay. And finally we the said Richard Foster Thomas Foster Richard Foster his son Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbancke and every one of us for ourselves our heirs executors administrators and assigns do covenant and grant to and with the said Giles Foster his heirs executors administrators and assigns by these presents in manner and form following that is to say that the said indenture of bargain sale and assignment granted and made by the said Nicholas Darcy and Henry Billingsley as is aforesaid shall by the consent of the said Giles Foster his heirs executors administrators or assigns be put into the hands and keeping of one indifferent friend safely to be kept. As well to the use of the said Giles Foster his heirs executors administrators and assigns as to the uses of us the said Richard Thomas Richard Thomas Christopher Henry Michael and

every one of us our heirs executors administrators and assigns to be shown when and as often as the said Giles Foster his heirs executors administrators or assigns shall lawfully need and require the same for better assurance and the defence of his title of and in the premises to him the said Giles Foster granted and released as is aforesaid at the only charges of the said Giles Foster his heirs or assigns so requiring the same and so always as the said Giles Foster his heirs executors administrators or assigns requiring the same do enter into bond with good surety to the keeper thereof for safe redelivery of the same unto him again without cancelling releasing razing or defacing in any manner of wise. **In witness** whereof we the said Richard Foster Thomas Foster the elder Richard Foster his son Thomas Foster younger Christopher Lawson Henry Paycocke and Michael Saylbancke to this present writing of sale release and assignment have set our seals and signs this last day of January in the 34th year of the reign of our sovereign Lady Elizabeth by the grace of God Queen of England France and Ireland defender of the faith etc. 1591

[N.B. 1591 old calendar]

verso

From sondrie nightbours to Gilles Forster

For Windscall tenements from sundry nyghbours

Winskill writeings

Sealed assigned and delivered in presence of us

Lawrence Swaynson James Banckes Wyllyam Browne Thomas Towler Christofer Sailbanke and Roberte Craike



Lord2 TLWD2

14 June 1607

**This indenture made** the 14th day of June in the fifth year of the reign of our most gracious sovereign Lord James by the grace of God King of England France and Ireland defender of the faith etc. and of Scotland in the 40th year of his said majesties reign 1607. **Between** Richard Foster of Wynskell within the township of Langcliffe in the county of York yeoman upon the one party and Robert Carr of Stackhouse in the said county yeoman on the other party **witnesses** that it is covenanted granted concluded and agreed upon by and between the said parties, and first the said Richard Foster for himself his executors administrators and assigns does covenant and grant to and with the said Robert Carr his executors administrators and assigns by these presents that Thomas Foster elder son of the said Richard shall and will by God's grace on this side and before the last day of this instant June marry espouse and take to wife Katherine Carr daughter of the said Robert Carr if the laws of this realm will the same permit, and she the said Katherine will thereunto willingly and lovingly consent. And the said Robert Carr for himself his executors administrators and assigns does covenant in like sort to and with the said Richard Foster his executors administrators and assigns by these presents that she the said Katherine by the like grace of God shall and will marry espouse and take to her husband the said Thomas Foster on this side and before the said last day of this instant June if the laws ecclesiastical of this realm will suffer the same and that he the said Thomas will thereunto lovingly agree. **And** whereas he the said Richard Foster is lawfully possessed of in and upon two messuages with the appurtenances at winskall aforesaid and all houses barns buildings yards gardens and crofts thereunto belonging and of and in all that close called the Purse, one other close lying under Caker scarr two parts of a close called the fell close into three parts to be divided .... close called lytle close, another called the feild, another called Stackhouse ..... hagge and the house thereon standing, the one half of the close called Sommerscale close as the same is divided, and of and in 37 acres three roods and 17 poles of pasture ground moor, turbary and common thereunto belonging, and ..... lying within the Lordship and territories of Langcliffe aforesaid and that he is lawfully entitled ..... thereunto to the use of him and his assigns for and during all the rest and residue of the term of 500 years which are yet to come ..... and which did commence and begin from and immediately after the ninth day of February which was in the seven and 20th year of the reign of our late sovereign lady the Queen Elizabeth of famous memory. **And** that also he the said Richard is possessed and entitled unto a parcel of pasture ground containing by estimation five acres be it more or less lying within a close called Brownbanke close sometime parcel of another greater close called Catterrigge close, to the use of him the said Richard Foster and his assigns for and during so many years of the whole term of 1000 years as are yet to come and unspent the beginning thereof being from and immediately after the eight day of April in the eight and 30th year of the reign of our said late sovereign lady the Queen Elizabeth of famous memory, without impeachment of waste as by several deeds thereof to him made may appear. Now the said Richard Foster, as well for and in consideration of the said marriage, to be had and solemnized if it please God, and for the better preferment of his said son in the said marriage and in full satisfaction of his portion and child's part and also for and in consideration of the sum of 40 and six pounds 13 shillings and 4 d to be paid by the said Robert Carr his executors or assigns in name of the marriage goods of the said Katherine, that is to say £10 in present money to the said Thomas Foster at or before the day of the said marriage one and £30 to the said Richard Foster his executors administrators or assigns upon or before the first day of May next coming after the day of the date of these presents, and a Bridwayne to the value of five pounds 13 shillings and 4 d to be delivered by the said Robert Carr his executors or assigns to the said Thomas Foster his executors administrators or assigns at or before the first day of May which shall be in the year of our Lord 1609 and also for other good considerations him moving **Does** by these presents covenant promise and grant for him the said Richard his executors administrators and assigns to and with the said Robert Carr his executors administrators and assigns, that he the said Richard Foster by his deed indented under his hand and seal shall and will before the solemnisation of the said marriage lawfully convey and assure unto Roger Foster of Halifax Anthony Wilkinson of Lakeland, Thomas Lawson of Langcliffe and Richard Lawson of the same Langcliffe in the said county of York yeomen all those the said two messuages with the appurtenances at winskall aforesaid, and all houses barns buildings yards gardens and crofts thereunto belonging, and all that close or enclosure commonly called the Purse, one other close called Cakerskarr, the said two parts of the fell close, one close called little close another called the feild and another called Stackbotham and hagge, the said moitie or half of that whole close now divided called Sommerscale close and all houses in the said closes and grounds or any of them standing and being, the said 37 acres three roods and 13

poles of moor common pasture ground and turbary thereunto belonging with the appurtenances, and the said parcel or portion of pasture ground containing by estimation six acres be it more or less lying and being in Brownebanke close above mentioned and all and singular ways paths wastes waters watercourses liberties easements profits commodities rents reversions and other appurtenances whatsoever to the said premises belonging or in any wise appertaining, and all the full and whole estate right title interest term and terms of years claim and demand whatsoever of him the said Richard of in and to the same premises and of in and to every part and parcel thereof with the appurtenances. To have and to hold all those the said two messuages at winskale above said and all the said houses yards gardens crofts closes grounds moors commons turbary and all other the above written premises belonging unto and occupied with the said two messuages with their appurtenances to them the said Roger Foster, Anthony Wilkinson, Thomas Lawson, and Richard Lawson their executors administrators and assigns from the day of the date of the said deed for during and unto the full end ..... of all the residue of the said term of 500 years above mentioned as are yet to come and unspent, and to have and to hold all that the said portion or parcel of moors commons and ..... grounds lying in Brownebanke close to the said Roger Foster ..... Lawson and Richard Lawson their executors administrators and assigns from the day of the date of the said deed to be made as assurance for during and unto the full end of all the rest and residue of the said term ..... as are yet to come and unspent yet nevertheless to and for such uses ..... purposes and under such provisos contingencies and limits ..... hereafter by and in these presents shall be expressed declared and set down and to and for no other use uses intents or purposes ..... **that is to say** that the said Roger Foster, Anthony Wilkinson Thomas Lawson, and Richard Lawson their executors administrators and assigns and the survivor of them his executors administrators and assigns shall stand possessed as friends in trust of in and upon all the said premises wholly to and for the only use and behoof of the said Richard Foster and his assigns for and during the term of three score and one years next after the making of the said deed if the said Richard so long do live and after the decease of the said Richard Foster then and during all the rest and residue of the said terms severally of 500 years and of 1000 years that shall be to come and unspent to and for the only use of the said Thomas Foster son of the said Richard and of the issue male of his body lawfully to be begotten and the assigns of such issue or in default thereof to the use of the issue female of the said Thomas by him lawfully to be begotten upon the body of the said Katherine, and the assigns of such issue and for and in default thereof to the use and behoof of the issue female of the said Thomas by him lawfully to be begotten upon any other woman and the assigns of such issue and for and in default thereof to the use and behoof of Adam Foster second son of the said Richard and the issue male of his body lawfully to be begotten and the assigns of such issue, and for want of such issue, then to and for the only use and behoof of Giles Foster third son of the said Richard and the issue male of his body lawfully to be begotten and the assigns of such issue, and for want of such issue then to and for the only use and behoof of Robert Foster the fourth son of the said Richard, and the issue male of his body lawfully to be begotten, and the assigns of such issue, and in default thereof to and for the use and behoof of the executors administrators and assigns of the said Richard Foster without impeachment of waste. **Provided** nevertheless that if the said Richard die leaving his wife surviving him that the said Roger Anthony Thomas and Richard Lawson and the survivor of them his executors administrators and assigns shall stand possessed as friends in trust of and in one moitie or one half of all the said two messuages and of all other the above recited premises with the appurtenances to and for the only use and behoof of his said wife and her assigns for and during the term of 40 and one years after the decease of the said Richard next ensuing if she so long do live sole and unmarried again after his decease, the immediate remainder thereof after her decease or marriage again, to go remain and come to the only uses above specified, anything above mentioned to the contrary notwithstanding. **Provided** also and upon condition that the said Thomas Foster his issue or assigns or such other person or persons their executors or assigns to whom the next and immediate remainder of the said premises should ought or may come or belong according to the true meaning of these presents shall pay or cause to be paid to the executors or assigns of the said Richard Foster the full sum of £30 of current English money at or in the porch of the parish church of Giggleswick in the said county of York within the space of one whole year next after the decease of the longer liver of the said Richard and his wife, and for lack and in default of the said payment, to be had and made as above said that then the said Roger Anthony Thomas and Richard Lawson and the survivor of them his executors administrators and assigns, shall stand possessed of the one of the said two messuages at winskall abovesaid the same called Piked hill and of and in two houses thereunto belonging with the appurtenances and of and in all the said close called the Purse, and of and in one other close called the Intack and of and in all that the said portion of pasture ground lying in Brownbanke close above mentioned and all ways liberties and easements thereunto belonging, from thenceforth to and for the only use and behoof of the executors and assigns of the said Richard Foster without impeachment of waste for during and unto the end of all

the rest and residue of the said several terms of 500 years and of 1000 years notwithstanding anything in these presents to the contrary before specified. **And** moreover also provided always and upon condition that if the said Thomas Foster happen to die leaving behind him at the time of his decease no issue male but female by him lawfully begotten upon the body of the said Katherine, and do leave issue male by him lawfully begotten upon another wife, that then the said issue male to whom the premises by virtue of these presents ought to come shall pay to the issue female of the said Thomas by the said Katherine, that is to say ..... one daughter then that daughter or her assigns 100 marks of lawful English money or if there be two daughters or more (*moe*) then four score pounds of like lawful English money to either or every one and equal part thereof to be paid within the space of one whole year ..... next after the decease of the said Thomas Foster, or for want and in default thereof that then and from thenceforth the said Roger Anthony Thomas and Richard Lawson [and the survivor] of them his executors and administrators and assigns shall stand possessed ..... with these presents and of every part and parcel thereof after the decease of the said Richard Foster and of his wife for the use and behoof of the issue female of the ..... assigns of such issue for during and unto the end of all the said term of ..... of 1000 years severally that then shall be to come and unspent anything whatsoever before mentioned notwithstanding. **And further** ..... that of the said Katherine shall survive and ..... the said Thomas Foster ..... and that the said Richard Foster, at that time also be dead, that then the said Roger Anthony Thomas and Richard Lawson their executors administrators and assigns and the survivor of them his executors administrators and assigns shall stand possessed of one full third part of all the said two messuages and of all other the above-mentioned premises with the appurtenances into three parts equally to be divided to and for the use and behoof of the said Katherine and her assigns in name of her widowright for and during the term of three score and 11 years if she so long do live, anything before mentioned notwithstanding the immediate remainder thereof afterwards to go and remain to the uses above specified. **Provided** also yet nevertheless and if the same no issue then living upon her body lawfully begotten by the said Thomas and that the said Adam Foster or such other person or persons to whom the next the remainder of the premises shall or may descend remain or come according to the limitations before remembered, shall and will well and truly pay or cause to be paid to the said Katherine or her assigns the sum of 100 marks of lawful English money at the second day of February in any year after her said husbands decease at or in the porch of the parish church of Giggleswick abovesaid that then that full third part of the said premises so to her limited as above in name of her widow right, after such payment had and truly made, to come in present possession and occupation according to the limitations above specified and she from thenceforth to be clearly excluded and debarred of all further right and title therein. **And further** also the said Richard Foster does by these presents covenant promise and grant for himself his heirs executors administrators and assigns to and with the said Robert Carr his executors administrators and assigns by these presents that he the said Richard Foster at the day of the said marriage shall and will take and receive the said Thomas Foster and the said Katherine his then wife, into his dwelling house at Winkall abovesaid and shall and will from thenceforth for two years next following keep them and such child or children as God shall send them in that time we meat drink and lodging competent and sufficient for their degree if they will accept the same. **And** also that he the said Richard Foster at the end of the said two years shall suffer the said Thomas Foster and Katherine his wife to enter unto the one moiety or half of all that messuage or tenement with the appurtenances in Settle now in the tenure and occupation of the said Richard Foster and of Adam Browne his father in law of the annual rent of 23 shillings 11 d half pence that is to say, that moitie which is now in the occupation of the said Richard ..... from thenceforth to occupy and enjoy the same for and towards their better maintenance for and during the life natural of the said Richard. **And** that if the said Adam Browne die before the said Richard then they shall enter unto the other moiety of the said messuage and tenement with the appurtenances now being in his occupation, and from thenceforth shall suffer them and their assigns to occupy the same whole messuage and tenement with the appurtenances in Settle abovesaid for and during the life natural of the said Richard, (excepting and reserving to the said Richard and his assigns half the common in highholl signed thereto belonging). **And** yet nevertheless it is agreed upon between the said parties that if it shall be the election and choice of the said Richard Foster if he be living at the time of the decease of the said Adam Browne other to allow the said Thomas Foster and Katherine his wife and their assigns the occupation of the whole tenement at Settle abovesaid with the appurtenances (except before excepted), or to allow them in recompense and lieu thereof half of the said two messuages at Winkall, and half of all the houses and ground thereunto belonging and of the six acres of pasture ground in Brownbank close abovementioned, during the life of the said Richard Foster, and that they shall be contented with and accept whether of the same, he shall then set down and appoint them. **And** moreover the said Richard Foster does covenant promise and grant for himself his heirs executors administrators and assigns to and with the said Robert Carr his executors administrators and assigns by these presents that

if the said Thomas Foster die before the said Richard Foster his father and leave the said Katherine then living without issue of her body lawfully begotten by the said Thomas that then the said Richard Foster his executors administrators or assigns shall truly content and pay or cause to be contented and paid to the said Katherine her executors administrators or assigns the full sum of 100 marks of lawful English money at or within the porch of the parish church of Giggleswick abovementioned in full consideration of her widowright and title that she might have or claim other at Settle or at winskall abovesaid, or else shall quietly permit and suffer her the said Katherine and her assigns other to occupy and enjoy the moiety or half of the said messuage and tenement with the appurtenances at Settle abovesaid until she be satisfied of the said hundred marks or else suffer her to have and enter unto her third at winskale, and to enjoy the same according to the true intent and meaning of the limitation, and under the condition above in these presents specified and mentioned. **And finally** the said Richard Foster for himself his heirs executors administrators and assigns and every of them does covenant promise and grant to and with the said Robert Carr his executors administrators and assigns and every of them by these presents that he the said Richard Foster heretofore has not done suffered committed or consented unto nor hereafter at any time or times shall do procure commit suffer or consent unto any act or acts thing or things whatsoever to the contrary but that the occupation of the said messuage tenement and premises with the appurtenances in Settle during the life of the said Richard Foster, and also the said two messuages at winskall and all other the premises above mentioned in these presents shall or lawfully may inure, remain, descend, grow and come in use possession and occupation according to the true and plain intent and meaning of these presents and parties to the same. **In witness** whereof the parties abovesaid unto these present Indentures interchangeably have set their hands and seals given the day and year first above written.

Ryc Foster

verso

Sealed signed and delivered in the presence of us

George Lawson of Giggleswicke    Franncis Bankes  
Nicholas Moore    William Lawson

14th June 1607

**Lord3 6 July 1608 TLWD3**

**This indenture made** the sixth day of July in the year of the reign of our Sovereign lord James by the grace of god king of England Scotland France and Ireland defender of the faith etc that is to say of England France and Ireland the sixth and of Scotland the one and fortieth 1608. **Between** Margarett Foster of Winskall within the township of Langcliffe in the county of York widow, late wife of Giles Foster of Winskall aforesaid yeoman deceased, and executrix of his last will and testament, on the one party and Henry Foster of Winskall aforesaid in the said county yeoman on the other party. **Whereas** the said Margarett Foster by reason of her said executorship, and also by reason that the administration of all and singular the goods chattels credits and rights that late were and did belong to Thomas Foster her said son, who died intestate, were, and are, by due cause of law committed unto her is now lawfully possessed of in and upon, all that one messuage farm or tenement with the appurtenances at Winskall aforesaid late in the tenure and occupation of the said Giles Foster deceased, and afterwards in the tenure and occupation of the said Thomas Foster deceased his assign or assigns, and all houses and buildings, yards, gardens, crofts, closes, arable lands, meadows, pastures, moors, mosses, commons, common of pasture and turbary thereunto belonging, and certain other closes grounds and .....therewith used and thereunto or as parcels thereof occupied and enjoyed that is to say all those two closes called and known by the names of the overynge and the netherynge, also one other close called Parkhead one parroock lying and being, behind, or on the north side of the barn, one close called Cakerskarr, one other close called Crutchin Close one other little close or parroock adjoining to the south side of the said Crutchin close and thirty four acres one rood and thirteen poles of pasture ground moor turbary and common thereunto belonging and therewith used lying within the lordship and territories of Lanckliff aforesaid and that the said Margarett is lawfully and by good estate entitled and interested thereunto to the use of her and her assigns, without impeachment of waste for and during all the rest and residue of the term of five hundred years which are yet to come and unspent and which did commence and begin from and immediately after the ninth day of February which was in the xxvij th year of the reign of our late queen Elizabeth of famous memory, **and** whereas also the said Margarett Foster is now lawfully possessed of .....of pasture ground lying within one close called Brownbanke close sometime parcel of another greater close called Catterrigg close to the use of her the said Margarett and her assigns without impeachment of waste for and during all the rest and residue of the term of one thousand years yet to come and unspent and which term did begin, and commence, at and immediately after the eight day of April which was in the year of our lord god one thousand five hundred fourscore and sixteen, as by several deeds and conveyances thereof in her keeping, and to her lawfully belonging may more fully and at large appear. **Now this indenture** witnesses that it is covenanted granted and concluded condescended and agreed upon by and between the said parties, and first the said Margarett, as well for the better performance of the said Henry Foster and Jane his wife the daughter of the said Margarett, as also .....and upon other good and reasonable considerations her moving such as shall be hereafter in these presents expressed does for herself her executors administrators and assigns and every of them covenant promise and grant to and with the said Henry Foster that she the said Margarett by her deed indented under her hand and seal shall and will on this side and before the last day of this instant July lawfully convey and assure unto Leonard Chapman of Settle Francis Lupton of Feizor Hughe Carr of Winskall aforesaid and

James Carr of Gigleswicke in the said county yeomen **All** that the said messuage farm or tenement with the appurtenances at Winskall abovesaid now or late in the tenure or occupation of her the said Margaret her assign or assigns and all and singular houses edifices barns buildings yards gardens lands meadows pastures feedings moors mosses commons common of pasture and turbary thereunto belonging and all those the said two closes called and known by the names of the overynge and the netherynge the said close called the Parkheade, the said parrock on the north side of the barn, the said close called Cakerskarr, the said other close called the Crutchin close and the said other little close or parrock adjoining thereunto the said thirty four acres one rood and thirteen poles of pasture ground moor turbary and common thereunto belonging, and all that the said parcel of pasture ground lying within Brownbankeclose above mentioned and all and singular ways paths wastes, waters, watercourses liberties, easements, profits, commodities, and other appurtenances whatsoever to the said premises belonging or in any wise appertaining, and all the full and whole estate, right, title, interest, term, and terms of years, claim and demand whatsoever of her the said Margaret of in and to the said premises, and of in and to every part and parcel thereof with the appurtenances **To have** and to hold all that the said messuage and tenement, and all the said houses edifices yards gardens lands meadows closes parrockes grounds moors commons common of pastures and turbary and all other the above recited premises belonging unto, and occupied with the said messuage with their and every of their purtenances to them the said Leonard Chapman Franncis Lupton Hughe Carr and James Carr their executors administrators and assigns from the day of the date of the said deed for during and unto the full end and expiration of all the rest and residue of the said tenure of five hundred years above mentioned as are yet to come and unspent. **And to** have and to hold all that the said parcel pasture ground lying in Brownbankeclose above said and all ways easements profits thereunto belonging to them the said Leonard Chapman Franncis Lupton Hughe Carr and James Carr their executors administrators and assigns from the day of the date of the said deed so to be made as above for during and unto the full end of all the rest and residue of the said term of one thousand years above mentioned as are yet thereof to come and unspent yet nevertheless to and for such uses intents and purposes and under such provisos contingencies and limitations as hereafter in these presents are and shall be expressed declared and set down, and to and for no other use uses intents limitations constructions or provisos at all. **That is to say**, that the said Leonard Chapman Franncis Lupton Hughe Carr and James Carr their executors administrators and assigns and the survivors of them his executors administrators and assigns shall stand possessed as friends in trust of in and upon all that the said messuage or tenement and all other the said premises and every part thereof with the appurtenances wholly to and for the only use uses and behoofs of the said Henry Foster and Jane Foster his now wife for and during the whole term of fourscore and one years without impeachment of waste if they or other of them shall so long live and from and immediately after the decease of the longer liver of them the said Henry Foster and the said Jane his now wife her? for and during all the rest and residue of the said terms of five hundred years and of one thousand years severally and respectively that then shall be to come and unspent, to and for the only use, and behoof of the issue of the bodies of them the said Henry Foster and Jane his now wife between them lawfully begotten or to be begotten and to the assigns of such issue and in default thereof then to and for the use and behoof of the issue of the bodies of the said Jane lawfully to be begotten and to the assigns of such issue, and for want of such issue, then to and for the only use and behoof of Agnes Cockett

daughter of William Cockett of Stainforth under barghe and to the issue of her body lawfully begotten or to be begotten and to the assigns of such issue, and for want and in default thereof then to and for the only use and behoof of John Cockett son of the said William Cockett and brother of the said Agnes and to the issue of his body lawfully begotten, or to be begotten and to the assigns of such issue and for want and in default thereof then to and for the only use and behoof of Jenett Kidd now wife of Thomas Kidd of Langcliffe daughter of the said Giles Foster deceased and to the issue of her body lawfully begotten or to be begotten, and to the executors administrators and assigns of such issue. **In consideration** of which covenant so to be made as above he the said Henry Foster for himself his executors administrators and assigns does covenant promise and grant to and with the said Margaret Foster her executors administrators and assigns by these presents that he the said Henry Foster or the said Jane his wife or their lawful issue or the issue of the said Jane or the assigns of them or some of them shall well and truly content satisfy and pay or cause to be contented satisfied and paid to the said Agnes Cockett daughter of William Cockett the sum of forty pounds of current money of England when she shall accomplish her full age of twenty one years if she be then living. So that she the said Agnes will then seal and as her deed delivered unto the said Henry Foster or to the said Jane his wife or to their issue or to the issue of the said Jane so paying the said sum, a lawful acquittance, thereby to testify and acknowledge her receipt thereof according to the true meaning of these presents. **And** further that if the said Agnes die before she accomplish her said age of twenty one years, that then the said Henry Foster or the said Jane his wife or their lawful issue or the issue of the said Jane, or the issue of them or some of them to whom the use of the said premises shall come by virtue of these presents, shall truly pay or cause to be paid to the said John Cockett brother of the said Agnes the sum of twenty pounds of current English money when and at such time as he shall accomplish his full age of twenty and one years if he shall then be living. **Provided** always that if neither the said Henry Foster nor the said Jane his wife nor the issue of their two bodies, nor the issue of the body of the said Jane nor the assigns of them or any or them shall well and truly pay the said sum of forty pounds, or of twenty pounds to whom the same shall be due in manner and form above said and according to the limitations above said, but shall refuse so to do and make default therein that then the same Leonard Chapman Francis Lupton, Hughe Carr and James Carr their executors administrators and assigns and the survivor and survivors of them his executors administrators and assigns shall immediately from and after such default made stand possessed of in and upon all that the said messuage and tenement and all and singular other the premises above mentioned with the appurtenances and every part and parcel thereof for and during the rest and residue of the said several terms of five hundred years, and of one thousand years, respectively which then shall be to come and unspent to and for the only and proper use uses and behoofs of such person or persons and the executors administrators and assigns of .....to whom default in payment of the said forty pounds, or twenty pounds shall .....contrary to the true meaning of these presents **and** further also be it **provided** that if the said messuages tenements grounds and other the said premises shall hereafter descend fall or come to the said Jenett Kidd wife of Thomas Kidd or to her lawful issue .....the limitation above that then the said Jenett or her lawful issue ..... the executors or assigns or her or them shall truly pay or cause to be paid the sum of thirty pounds of current money of England to the .....administrators or assigns .....by them or him or some of them distributed, and divided, amongst the brothers children and sisters children of the said Margaret Foster .....or of the survivor

or survivors of them and that if the said Jenett or her said issue shall refuse to pay the said thirty pounds accordingly then the .....his executors administrators or assigns to stand possessed of the said messuage and tenement and all other the said premises to and for the use of themselves .....sum of thirty pounds to be distributed as above, and to be had out of the yearly clear profits of the said premises the immediate remainder thereof .....to go as above .....appointed in the .....clause sentence or thing whatsoever in these presents contained to the contrary hereof in any wise notwithstanding. **And** moreover the said Henry Foster for the .....aforesaid does covenant promise and grant to and with the said Margaret Foster her executors administrators and assigns by these presents that he the said Henry, and the said Jane his wife their executors administrators and assigns shall at .....their own proper costs charges and expenses, provide, find, and give unto her the said Margaret from henceforth for and during the term of her natural life competent wholesome, and sufficient meat drink, apparel, bedding, lodging, and other necessities as well in sickness as in health at their now dwellinghouse at Winskall above said, and after her decease shall bring her body to burial in honest and neighbourly sort according to her degree paying and bearing all the charges of her burial and funeral expenses, unless she shall otherwise provide therefor in her lifetime and furthermore that he the said Henry Foster, his executors administrators and assigns shall and will at his or their .....educate relieve and bring up the said Agnes Cockett daughter of William Cockett, and find and provide for her, competent and sufficient meat, drink, apparel and other necessities until she shall accomplish the full age of twenty and one years if she thereof will accept, and be contented to be governed by him and shall also against her marriage day provide her apparel befitting and bes...ing her calling and .....purpose and in that behalf so that she will diligently endeavour to deserve the same at his hands. **And** finally the said Margaret Foster for herself her executors administrators and assigns and every of them does covenant promise and grant to and with the said Henry Foster his executors administrators and assigns by these presents that she the said Margaret Foster ....has not done suffered .....or hereafter at any time or times shall do suffer, promise or consent unto any act or acts thing or things whatsoever to the contrary but that the ....messuages tenement houses ground closes lands meadows and all and singular other the premises before mentioned with the appurtenances and every part and parcel thereof shall or lawfully may inure, remain, descend grow and .....possession and occupation according to the .....and plain intent and meaning of these presents and parties to the same. **In witness** whereof the parties above said to these present indentures when (?favourable) have set their hands and seals the day and year first above written

Margarett Foster

*On reverse*

From Margaret Foster to Henry Foster in Folio 51  
Sealed signed and delivered in the presence of us

Chr Shute ... of gigleswicke  
Richard Claphamson of gigleswicke  
Will Lawson Clerke



**Lord4     July 25th 1608**

**To all true** christian people to whom this present writing indented shall come  
Margarett Foster of Winskale in the .... of yorke widow late wife of Giles Foster  
deceased, and executrix of his last will and testament and adminstratrix also of  
Thomas Foster her late sonne deceased sendeth greetings in our lord god everlasting:  
**know** ye that I the said Margarett aswell for and in accomplishment in part and  
according to the effect of certain covenants granted and agreements contained and  
specified in one pair of Indentures made between me the said Margarett on the one  
party, and Henry Foster of Winskale aforesaid in the said County yeoman my son in  
Law on the other party bearing date the Sixth day of the instant July as also for other  
good considerations     **have** given granted aliened assigned and set over and  
by these presents do give grant alien assign set over and confirm unto Leonard  
Chapman of Settle Franncis Lupton of Feizor, Hughe Carr of Winskale aforesaid, and  
James Carr of Gigleswicke in the said county yeomen All that my messuage farm or  
Tenement with the appurtenances at Winskall abovesaid now or later in the tenure and  
occupation of me the said Margarett my assign or assigns and late in the tenure and  
occupation of the said Giles Foster my late husband, and late also in the tenure or  
occupation of the said Thomas Foster my son or his assigns and all and singular  
houses edifices buildings yards gardens meadows pastures feeding moors mosses  
Commons common of pasture and Turbary thereunto belonging and all those two  
closes of ground called known by the names of the overyuge and the nether ynge, one  
other close called the Parkheade, one Parrocke lying and being on the northside of the  
barn, one Close called Cakerskarr one other close called Crutchin close, one other  
little close or parrocke adjoining to the southside of the said Crutchon close, and thirty  
four acres one rood, and thirteen poles of ground, moor, Common and turbary  
thereunto belonging or therewith used lying within the lordship of Langcliffe  
aforesaid, and also one other parcel of pasture or moor ground lying within one close  
called Brownbankeclose sometime parcel of another greater close called Catterrigg  
close within the lordship or territories of Stainforde under barghe and all the full and  
whole estate, right, title, interest, term and terms of years claim and demand  
whatsoever of me the said Margarett Foster of in and to the said premises and of in  
and to any part and parcel thereof **To** have and to hold all that the said messuage  
Tenement houses gardens lands meadows closes pastures Commons Common of  
pasture, and turbary, and all other the said premises with the appurtenances lying  
within the lordship and territories of Langcliffe aforesaid to the said Leonard  
Chapman Franncis Lupton Hughe Carr, and James Carr their executors administrators  
and assigns from and immediately after the day of the date of these presents for  
during and unto the full end accomplishment and expiration of all the rest and residue  
of the whole term of five hundred years yet to come and unexpired, which term did  
begin at the ninth day of February in the xxvij th year of the reign of our late  
Sovereign lady the queen Elizabeth of famous memory: And to have and to hold all  
that the said parcel of pasture ground lying in Brownbankeclose to the said Leonard  
Franncis, Hughe and James their executors and administrators and assigns from and  
immediately after the date of these presents for during and unto the full end of all the  
rest and residue of the whole term of one thousand years yet unspent and to come,  
which term did begin at the eight day of April in the year of our lord god one  
thousand five hundred fourscore and sixteen Only to and for such uses, intents and  
purposes, and under such provisos contingencies and limitations as are and be  
expressed, mentioned, and declared in the said Indentures above in these presents

mentioned, but to and for no other uses, uses, limitations constructions or purposes at all. **In witness** whereof unto both the parts of the my present indented deed I the said Margarett Foster have set my hand and seal the xxv th day of July in the years of the reign of our most gracious Sovereign Lord James by the grace of god king of England France and Ireland defender of the faith the Sixth , and of Scotland the one and Fortieth Annoq domini . 1608

Signed Margarete  
Foster

*Latin additions*

*On reverse*  
folio 52

Sealed signed and delivered in the presence of us

Chr. Shute  
Richard Claphamson  
Will. Lawson

Margaret Forster her release of assigns of the tenement of Windscall to Leo Chapman  
Francis Lupton, Hew Carr and James Carre for the use of Henrie Forster son in law  
to the said Margaret Forster  
with art... of administration

**Lord5      10 March 1613    TLWD4**

**This indenture made** the tenth day of March in the year of the reign of our sovereign lord **James** by the grace of god king of England France and Ireland defender of the faith etc the eleventh and of Scotland the seven and fortieth 1613. **Between** Alse Foster of Winscale in the county of York widow on the one party and Christopher Foster eldest son of the said Alse of the aforesaid town and county husbandman on the other party whereas Richard Foster of Winscale aforesaid deceased the said widows late husband and father of the said Christopher parties to these presents .....lawfully seized of a messuage and tenement with the appurtenances at Winscale aforesaid by one indenture of lease bearing date the fourth day of November in the four and thirtieth year of the reign of our late sovereign lady Elizabeth of famous memory made betwixt William Armitstead of Rawthmell and Stephen Armitstead of Capleside in the county aforesaid husbandmen on the one party and Richard Foster of Winscale elder deceased on the other party as in the same indenture does and may appear. **By** force of which said indenture of lease the said Richard Foster was lawfully seized of one whole messuage and tenement with the appurtenances at Winscale aforesaid for and during the rest and residue of the term of five hundred years which was then to come and unspent as is specified in the same indenture of lease yielding and paying therefor yearly the annual and yearly rent of forty shillings of lawful English money unto the said William Armitstead and Stephen Armitstead their heirs executors administrators or assigns at the feast days of Pentecost and St Martin the Bishop in Winter by even and equal portions as by the said indenture does appear. And now the said Alse Foster party to these presents being lawfully possessed of the aforesaid lease with the appurtenances being lawful administrator according to due course of law of all the said goods and chattels real of the said Richard Foster her late husband deceased **Now** this indenture further witnesses that the said Alse Foster for divers good causes and considerations so moving and for the better preferment of the said Christopher Foster her eldest son **have** given granted aliened bargained and sold and by these presents does give grant alien bargain sell assign and set over unto the said Christopher Foster his heirs executors administrators and assigns the said indenture of lease above recited and all the said messuage and tenement with the appurtenances situate lying and being at Winscale aforesaid now in the occupation of the said Alse and Christopher their assign or assigns **To have and** to hold use occupy possess and enjoy the said messuage and tenement and all the houses and buildings lands meadows and pastures with the appurtenances to the same belonging or in any wise appertaining to the said Christopher Foster his heirs executors administrators and assigns to his and their most profit and advantages from the day of the date hereof unto the full end and term for and during all the residue unspent and to come of the said term of five hundred years as is declared and specified in the above recited indenture of lease. **Yielding** and paying therefor unto the said William Armitstead and Stephen Armitstead their heirs executors administrators or assigns the one annual or yearly rent of forty shillings or current English money at the feast days of Pentecost and St Martin the Bishop in Winter by equal portions or within ten days after either of the said feasts the same being lawfully demanded of the said Christopher Foster his executors administrators or assigns occupiers of the same messuage tenement and premises as in the afore recited indenture is specified. And also yielding and paying unto the said Alse Foster her assign or assigns the annual and yearly rent of one penny at the feast day of Pentecost the same being lawfully demanded of the said Christopher his executors

administrators and assigns. **And** further the said Alse Foster does covenant promise and grant for herself her heirs executors administrators and assigns to and with the said Christopher his heirs executors administrators and assigns that she the said Alse Foster has full power and good right to demise the premised messuage and tenement with the appurtenances aforesaid unto the said Christopher Foster his heirs executors administrators and assigns for and during the residue of the said term of five hundred years specified in the said recited indenture of lease. **And** .....that the said messuage and tenement with the appurtenances are free from all former bargains sales gifts grants dowers and from all other encumbrances whatsoever (except before excepted the said annual rent of forty shillings). And that the said Christopher his heirs executors and administrators shall and may lawfully use occupy possess enjoy the said messuage and tenement with the appurtenances peaceably and quietly without let suit trouble molestation eviction or ejection of the said Alse Foster her executors administrators or assigns or of any other person or persons whatsoever for and during the above said residue of the said term of five hundred years the said Christopher paying one annual or yearly rent of forty shillings as above specified. **And** the said Alse does further covenant for herself her executors and administrators to and with the said Christopher his heirs executors and administrators at any time or times within the space of five years next ensuing the date of these presents seal and delivery and every such further act or acts assurance or assurances for the better recovering and assuring of the above demised messuage unto the said Christopher his heirs executors and administrators as by the said Christopher his heirs executors and administrators or by his and their counsel learned in the law shall be reasonably advised devised and required. **In witness** hereof the parties abovesaid to these indentures have set their hands and seals the day and year above first written

*(Bond attached)*

Noverint universi per presentes .....

The condition of this obligation is such that if the above bound Alse Foster her executors administrators and assigns do well and truly observe perform fulfil and keep all and singular articles clauses conditions and covenants which in her and their part ought to be observed fulfilled and kept comprised declared and specified in one indenture of lease bearing date with these presents made between the above bound Alse Foster of the one party and the above named Christopher Foster on the other party That then this presents obligation to be void and of no effect or else remain in full force and virtue  
Sigillat assignat et deliverat

Henry ..... Thomas Kydd William Carr (CM) John Carr Alse Foster her mark

*(Overleaf)*

Sealed signed and delivered in the sight and presence of us

Thoms Kydd William Carr CM mark .....Carr

## Lord 6

30 November 1637      TLWD5

**This Indenture made** the 30th day of November in the 13th year of the reign of our sovereign Lord **Charles** by the grace of God King of England Scotland France and Ireland defender of the faith etc 1637. **Between** Richard Clapham of Windescale, in the Lordship of Langcliff, in the county of York yeoman on the one party **and** Henry Lakeland of Stainforth underbarghe in the said county yeoman, on the other party **witnesses** that the said Richard Clapham, for and in consideration of the sum of £23 of lawful English money to him, at and before the sealing and delivery hereof well and truly contented and paid by the said Henry Lakeland. The receipt whereof he the said Richard Clapham does hereby acknowledge and confess and thereof, and of every part and parcel thereof does clearly acquit exonerate and discharge the said Henry Lakeland his executors administrators and assigns and every of them for ever by these presents, **has** granted demised bargained assigned and set over, and by these presents he the said Richard Clapham does for and from him and his heirs fully freely clearly and absolutely grant demise bargain assign set over and confirm unto the said Henry Lakeland his executors and assigns, 20 sheepgates, or herbage pasturing and grassing for twenty sheep, or pasturing and grassing for four cattles, to go eat feed and depasture in upon and throughout one stinted pasture close lying and being at Windscale aforesaid commonly called and known by the name of Windscale stones alias howbothome close, in common with other the neighbours and occupiers of the said pasture close, or in severalty after partition and division thereof be made, containing by estimation eight acres, be it more or less, and all ways paths passages waters watercourses liberties easements walls fences privileges profits commodities emoluments and advantages whatsoever to the said 20 sheepgates or four cattlegates had used known belonging or in any wise appertaining, and now in the tenure possession and occupation of the said Richard Clapham or his assigns, **which** foresaid premises were sometime parcel of or belonging to three messages and tenements set lying and being at Cowside, within the Lordship of Langcliff aforesaid, and heretofore granted and set over, amongst other things, by Thomas Watson of Windscale aforesaid gentleman, to the said Richard Clapham and his assigns, for all the residue and remainder which are yet unspent and to come of a term of 500 years for which the whole Lordship of Langcliff was granted as by one Indenture under the hand and seal of the said Thomas Watson bearing date the [blank] day of [ blank] last past before the date hereof, amongst diverse other matters and things therein contained more at large may appear, **and also** all the full and whole estate right title interest term and terms of years, use possession occupation reversion claim and demand whatsoever of him the said Richard Clapham of in and to the said premises, and of in and to every part and parcel thereof, **to have and to hold** the said 20 sheepgates, or four cattlegates or herbage pasturing and grassing for twenty sheep or four cattles in the said pasture close called Windscale stones alias howbottom close, and all and singular other the said hereby granted premises, and every part and parcel thereof, with the appurtenances, unto the said Henry Lakeland his executors administrators and assigns, to his and their only use and uses, most benefit and advantage, from and immediately after the day of the date of these presents, for during and unto the full end and accomplishment expiration and determination of all the rest and residue which are yet to come and unspent of the said term of 500 years above mentioned, without impeachment of any manner of waste, and the said Richard Clapham for himself his executors and administrators and every of them does covenant promise and grant to and with the said Henry Lakeland his executors administrators and assigns, and to and

with every of them by these presents, as follows, that is to say, that he the said Richard Clapham at the time of the sealing and delivery of these presents, is and stands lawfully estated possessed and interested to the use of himself his executors and assigns for and during all the rest and residue which are yet to come and unspent of the said term [of 500] years, of in and upon all and singular the said hereby before granted and bargained premises, and every part and parcel thereof with the appurtenances **and now** has in his own right full power good and lawful title ..... authority to grant demise and bargain assign and set over the said 20 sheepgates or four cattle gates and all and singular other the said hereby before granted premises and every part and parcel thereof [ with the appurtenances] unto the said Henry Lakeland his executors administrators and assigns for and during the continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years in manner and form as above said, **and also** that he the said Henry Lakeland his executors administrators and assigns and every of them, shall or lawfully may at all times hereafter, and from time to time, for and during the continuance of all the rest and residue which are yet to come and unspent of the said term of 500 years, peaceably and quietly have hold use occupy possess and enjoy the said 20 sheepgates, or four cattlegates, and all and singular other the said hereby before granted premises and every part and parcel thereof and with the appurtenances, without any lawful let suit trouble molestation eviction ejection denial hindrance disturbance or any other encumbrance of him the said Richard Clapham his heirs executors administrators or assigns or any of them or of any other person or persons whatsoever, and free and clear, and freely and clearly acquitted and discharged or upon every reasonable request well and sufficiently saved and kept harmless and lossless by the said Richard Clapham his heirs executors or administrators or some of them **of and** from all manner of former and other bargains sales gifts grants, lease and leases, wills, entails, fines, feoffments, jointures, dowers, titles of dower, rents, arrearages of rents issues annuities, statutes merchant and of the staple, extents, judgments, executions, recognizances debts of record, and of and from all other acts estates titles charges troubles and encumbrances whatsoever. (**The** rents and services hereafter to be due to the chief Lord or Lords of the fee or fees of the said premises and all galdes laies and assessments for the said premises hereafter to be due, to church Prince and neighbourhood, excepted and always forprized). **And moreover** that he the said Richard Clapham, and his heirs, and Isabell his now wife, and every of them, shall and will at all times hereafter, and from time to time, for and during the term and space of twenty and one years the date hereof next ensuing, at and upon the reasonable request costs and charges of the said Henry Lakeland his executors or assigns or any of them **make do** knowledge, execute and suffer, or cause and suffer willingly to be done, made knowledged and executed, all and every such further lawful and reasonable act and acts, thing and things, devise and devises, assurances, and conveyances in the law whatsoever, for the further better more perfect and absolute assuring, surety sure making and conveying of all and singular the said hereby before granted premises, and every part and parcel thereof with the appurtenances, to the said Henry Lakeland his executors administrators and assigns, for and during the continuance of all the rest and residue yet to come and unspent of the said term of 500 years. **Be it by** fine or fines, feoffment or feoffments, deed or deeds indented and enrolled or not enrolled the enrolment of these present indentures recovery or recoveries with single or double voucher or vouchers, release or confirmation, with warranty against the said Richard Clapham and heirs and against all and every other person and persons whatsoever lawfully claiming any manner of

estate right title or interest of in or to the said premises or of in or to any part or parcel thereof, or without warranty by all or any of these or any other lawful ways or means whatsoever, as by the said Henry Lakeland his executors administrators or assigns, or by his their or any of their counsel learned in the laws of this realm of England, shall be reasonably and lawfully devised or advised demanded and required, **so as** they or any of them be not compelled to travel above 20 miles distant from the place of his or her or their abode or abodes at the time of any such request or requests to be made for the passing or making of any such further assurance or assurances in any wise. **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written.

Richard Clapham

Obligation

Noverint universi....

The condition of this obligation is such that if the within bound Richard Clapham his heirs executors administrators and assigns and every of them do well and truly observe perform fulfill and keep all and singular such articles grants covenants sentences conclusions and agreements as upon his and their behalf and party are and ought to be observed performed fulfilled and kept specified expressed contained written and declared in one pair of indentures bearing date with these presents, made between the said bound Richard Clapham on the one-party and the within named Henry Lakeland on the other party that then this present obligation to be void and of no effect. Or else it to remain and be in full strength power force and virtue.

Rich. Coultonn Richard Wildman William Lakeland Richard Husband

Richard Brayshay Antho. Bainbrigg

Richard Clapham

verso

Sealed signed and delivered in the presence of

Rich. Coultonn Richard Wildman William Lakeland Richard Husband

Richard Brayshay Antho. Bainbrigg

James Kidson

Lord7 2nd February 1651/2

TLWD6

Samuel Foster/Richard Foster/Alice Clapham

**This Indenture made** the second day of February in the year of our Lord God according to the computation of the church of England 1651. **Between** Samuell Foster of Langcliffe in the county of York schoolmaster and Richard Foster of Baildon and in the same county of York son and heir apparent of the said Samuel on the one party and Alice Clapham of Stainforth under Bargh in the same county of York widow the relict of Richard Clapham late of Winscale within the Manor of Langcliffe aforesaid deceased on the other party. **Whereas** Nicholas Darcy of Northampton in the county of Northampton Esquire by his indenture of lease under his hand and seal bearing date the ninth day of February in the seven and 20th year of the reign of the late Queen Elizabeth over England etc **Did** demise grant and to farm let unto one Henry Billingsley citizen and Alderman of London **all** those his manors of Langcliffe and Nappey within the county of York. And all messuages, lands, tenements commons, moors, pastures and appurtenances to the same belonging or in any wise appertaining, and did oblige and bind himself by diverse statutes and recognizances in great sums of money with condition to perform the same demise and lease **To have** and to hold the same to the said Henry Billingsley his heirs and assigns for the term of 500 years then next following without impeachment of waste, as by the same indenture of release more at large may appear. And whereas the said Nicholas Darcy and the said Henry Billingsley of their joint and mutual consents by their Indenture of bargain, sale and assignment bearing date the nine and 20th day of November in the four and 30th year of the said late Queen's reign **Did** grant, bargain, sell, assign, set over and confirm unto Thomas Foster the elder, Richard Foster the elder his son, Richard Foster younger, Giles Foster, Thomas Foster younger of Winscale, Christopher Lawson of Malham, Henry Paicocke Michael Sailebancke of Cowside within the said manor of Langcliffe husbandmen, and to their executors administrators and assigns **All** those seven messuages with their appurtenances at Winscale and Cowside aforesaid and all lands and grounds thereunto allotted to belong, then in their several tenures **To have** and to hold for and during all the residue then unspent and to come of the abovesaid term of 500 years, as by the same Indenture more plainly may appear. **By** force and virtue whereof the abovenamed Thomas Foster the elder, Richard Foster his son, Richard Foster younger Giles Foster, Thomas Foster younger, Christopher Lawson, Henry Paicocke and Michael Sailebancke entered into the said messuages, lands and grounds and so became lawfully possessed thereof as joint tenants or tenants in common and undivided. **And** they being thereof so jointly possessed, of their mutual and unanimous assents and consents made partition, separation and division of the same amongst themselves, as by their several deeds to them and every of them severally made bearing date the last day of November in the four and 30th year of the reign of the said late Queen Elizabeth over England more plainly appears. **By** which said deeds and partition all that messuage and tenement at Winscale, and all the lands, meadows pastures and grounds to the same then allotted to belong, and then in the occupation of the above said Thomas Foster the elder and Richard Foster his son were allotted, assigned, released and set over unto them the said Thomas and Richard Foster their executors and assigns **To have** and to hold for and during all the residue of the said term of 500 years, as by the said deed to them thereof made as is aforesaid more plainly will appear. By force whereof they the said Thomas and Richard Foster became thereof lawfully possessed accordingly. And they being then thereof so possessed by their Indenture of bargain sale, release and assignment bearing date the 20th day of October in the aforesaid year of the said Queen's reign for the consideration therein recited **Did** grant, bargain, sell and confirm unto William Armitstead of Rawthmell and Stephen Armitstead of Capleside in the county of York husbandmen and to their executors and assigns all that messuage and tenement at Winscale aforesaid then in the tenures of the said Thomas Foster and Richard Foster or their assigns, with all houses grounds lands meadows and appurtenances to the same belonging **To have** and to hold the same to the said William Armitstead and Stephen Armitstead for all the residue then unspent of the abovesaid term of 500 years, as by the last recited Indenture more at large may appear. Which last recited indenture was made principally for and in consideration that the said William and Stephen Armitstead did covenant and promise to regrant reassign and redemise all the said messuage tenement and premises unto the said Thomas Foster and Richard Foster or the one of them or their assigns for and under such yearly rent and other considerations by and amongst them the said William and Stephen Armitstead on the one party and the said Thomas and Richard Foster on the other party concluded and agreed upon and hereunder in these presents expressed **By** force and virtue of which last recited Indenture the said William and Stephen Armitstead entered into the said messuage tenement and premises and thereof became lawfully possessed accordingly. **And the said** William Armitstead and Stephen Armitstead as well in accomplishment and performance of their covenant and promise made to the said Thomas



Foster and Richard Foster, as also for other considerations them moving, by their Indenture under their hands and seals bearing date the fourth day of November in the said 34th year of the reign of the said late Queen Elizabeth **Did** covenant, regrant, redemise, set over and confirm unto the said Richard Foster by the name and addition of Richard Foster the elder of Winscale husbandman and to his executors administrators and assigns all that the said messuage and tenement with the appurtenances at Winscale aforesaid then in the tenure and occupation of the said Richard Foster and of the said Thomas Foster his father or their assigns and all houses buildings gardens, tofts, crofts, club, closes, lands, meadows, pastures and appurtenances whatsoever to the said messuage and tenement then allotted and appointed to belong, and in as large and ample manner, as the said Richard Foster and Thomas Foster his father had the same allotted, divided and assigned unto them by the said Richard Foster younger, Giles Foster, Thomas Foster younger, Christopher Lawson Henry Paicocke and Michael Sailebancke as is aforesaid. **To have** and to hold occupy possess and enjoy the said messuage and tenement and all the houses and buildings, lands, meadows pastures and appurtenances to the same belonging or in any wise appertaining unto the said Richard Foster his executors administrators and assigns to his and their most profit and advantage from the day of the date of the last recited Indenture, for and during all the residue then unspent and to come of the above said term of 500 years and until the full end thereof without impeachment of waste, he the said Richard Foster his executors administrators or assigns **yielding** and paying yearly for the said messuage tenement and premises unto the said William Armitstead and Stephen Armitstead their heirs executors or assigns one annual or yearly rent **offorty shillings** of lawful money of England at the feast day is of Pentecost and St Martin the Bishop in Winter by equal portions or within ten days next after either of the said feast days, the same being first lawfully asked of the said Richard Foster his executors administrators or assigns occupiers of the said messuage tenement and premises as by the same Indenture more at large may appear, wherein also (amongst other reservations and things) is contained and reserved a clause and covenant of re-entry for lack and in default of payment of the said rent of forty shillings or any part thereof at the days and within the time above mentioned upon lawful demand. By force of which last recited Indenture the said Richard Foster during the whole time of his natural life was and so died lawfully possessed of the said messuage tenement and premises. After whose death and decease Alice Foster the relict of the said deceased Richard Foster became lawful administratrix of all the goods and chattels real of the said Richard Foster her late deceased husband and by force and virtue of letters of Administration by due course of law to her granted under the seal of the court ecclesiastical of York, the said Alice entered into the said messuage, tenement and premises, and thereof became lawfully possessed for all the remainder then unspent of the above said term of 500 years. **Which** said Alice Foster by her Indenture under her hand and seal bearing date the 10th day of March in the 11th year of the reign of the late King James over England. Did grant, bargain, assign and set over the above said messuage tenement and premises with all the appurtenances at Winscale aforesaid unto Christopher Foster of winscale aforesaid now deceased and to his executors and assigns, for all the residue then unspent of the above said term of 500 years for and under the said yearly rent of 40 shillings payable to the said William and Stephen Armitstead their heirs or assigns at the feast of Pentecost and St Martin the Bishop in Winter by equal portions or within ten days after upon lawful demand. And also one penny yearly rent payable to the said Alice or her assigns at Pentecost upon lawful demand, as by the last recited Indenture may appear. By force whereof the said Christopher Foster entered into the lands messuage tenement and premises and thereof became lawfully possessed accordingly. And also the said Christopher Foster was in his lifetime lawfully possessed of one parcel of a lath or barn or of one little parcel of ground or front parcel of a Lathstead at Winscale which he held for the term above mentioned, by grant and conveyance to him thereof made by and from Thomas Foster of Winscale aforesaid. **And whereas** also the said Christopher Foster by his deed and writing indented under his hand and seal bearing date the three and 20th day of April in the year of our Lord 1649 did grant bargain assign set and over and confirm unto the above named Samuel Foster his executors administrators and assigns the above-mentioned messuage tenement and premises at Winscale aforesaid with all the appurtenances, together also with the said front or parcel of the said Lath or Lathstead before mentioned, for all the residue then unspent and to come of the above said term of 500 years, for and under the said yearly rent of 40 shillings payable to William Foster of Langcliffe and William Armitstead of Rawthmell in the county of York yeomen their heirs or assigns at the feast of Pentecost and St Martin the Bishop in Winter or within ten days after upon lawful demand by even and equal portions. And further also as in and by the last recited deed or writing indented may appear By force and virtue whereof the said Samuel Foster became lawfully possessed and interested thereof. **Now this Indenture** witnesses that the said Samuel Foster and Richard Foster son and heir apparent of the said Samuel for and in consideration of the sum of three score and sixteen pounds of lawful money of England, to him the said Samuel Foster already paid and received to be paid as hereunder is

expressed that is to say the sum of £38 of lawful money being the moitie of the whole sum, he the said Samuel Foster does hereby acknowledge to have already had and received of the said Alice Clapham before the sealing and delivery of these presents, and also the said Alice for herself her executors and administrators does covenant and promise to pay or cause to be paid to the said Samuel Foster and Richard Foster their heirs executors or assigns or some of them the like sum of thirty eight pounds of good and of lawful money of England (being the other moitie of the whole sum and price of the premises) in and upon the second day of the February next ensuing the date hereof at or in the messuage or mansion house hereby granted at Winscale aforesaid for and in consideration of which sum of three score and sixteen pounds already paid and to be paid as before is expressed They the said Samuel Foster and Richard Foster **have** granted bargained sold, aliened assigned and set over and by these presents for and from them their and both of their heirs executors and administrators do demise grant bargain sell alien assign set over and confirm unto the said Alice Clapham her executors administrators and assigns **All** that above said messuage tenement with all the appurtenances at Winscale aforesaid late in the tenure and possession of the said Christopher Foster or his assigns and now in the tenure and occupation of Christopher Jackes the under tenant of the said Samuell or his assigns and all houses buildings, gardens tofts, crofts, closes, lands, meadows, pastures, commons, cattle gates, sheepgates and appurtenances whatsoever to the said messuage tenement and premises belonging or in any wise appertaining, or now or at any time heretofore lawfully used, enjoyed or demised, as parcel or member thereof, and also all the yearly rent and profit for which the premises are let and also the said lathstead or front and parcel of ground parcel of the said lathstead lately belonging to the above named Thomas Foster, and all and singular ways paths passages fronts wellsprings waters liberties easements profits privileges and appurtenances whatsoever to the said messuage tenement and premises and every part and parcel thereof belonging and the said Samuel and Richard Foster for the consideration above expressed by these presents likewise grant sell assign and set over unto the said Alice Clapham her executors and assigns the before recited indenture made by and from the said William and Stephen Armitstead to the said Richard Foster and also that other Indenture made from the said Alice Foster to the said Christopher Foster, and also that from the said Thomas Foster to the said Christopher And likewise to him the said Samuell, and all other Indentures writings and evidences which the said Samuel and Richard Foster or either of them has or have can lawfully come by without suit in law which only concern the said messuage tenement and premises or only any part thereof and the benefit and advantage of every article covenant penalty forfeiture and thing in every of them contained and all the full and whole estate right title interest use possession and occupation reversion term and terms of years and claim and demand whatsoever of them the said Samuell and Richard Foster or either of them of in and to the messuage tenement and premises above in these presents bargained belonging and of in and to every part and parcel thereof. **To have** and to hold the said messuage and tenement, and all houses buildings gardens lands meadows pastures and appurtenances to the same belonging and also the said lathstead or front and parcel of ground and all rents, benefit or profit ..... issuing out of the said messuage tenement or premises or any part thereof to the said Samuell or Richard Foster and to her the said Alice Clapham her executors administrators and assigns to her and their only and proper use and uses most benefit and advantage from and immediately after the 15th day of March last past before the date of these presents, for and during all the residue and remainder which are yet unspent and to come of the above said term of 500 years and until the same be fully complete and ended without impeachment of or for any manner of waste. The said Alice Clapham her executors administrators and assigns **yielding** and paying yearly for the said messuage tenement and premises unto the above named William Foster of Langcliffe and William Armitstead of Rawthmell their heirs executors or assigns the yearly rent of 40 **shillings** of lawful money of England at the feast day of Pentecost and St Martin the Bishop in Winter by equal portions or within 10 days after either of the said feast days the same being first lawfully demanded of the said Alice Clapham her executors administrators or assigns occupiers of the said messuage tenement and premises. **And the said** Samuell Foster and Richard Foster for themselves their heirs executors and administrators jointly and severally do covenant promise and grant to and with the said Alice Clapham her executors administrators and assigns and to and with every of them by [these] presents in manner and form following. That is to say that the said Samuell and Richard Foster or the one of them at the time of the sealing and delivery of these presents and at the commencement of this demise are the right and lawful owner or owners and lawfully interested of and in all the above mentioned hereby bargained messuage tenement and premises and now have or the one of them has full power good and lawful right estate title and authority to grant, bargain, assign and set over the same with all the appurtenances unto the said Alice Clapham her executors and assigns in manner aforesaid. **And** that all the said premises hereby bargained and granted or mentioned and intended to be hereby bargained and granted now are and be and so at all times hereafter during the residue yet to come of the above said term of 500 years

shall remain and continue to the said Alice Clapham her executors administrators and assigns ~~free~~ and clear of and from all manner of former and other bargains sales gifts grants lease and leases, mortgages, entails, statutes debts of record, rents, arrearages of rents, and of and from all other acts estates titles charges troubles and encumbrances whatsoever heretofore done made or consented unto or hereafter to be done or consented unto by the said Samuell Foster or Richard Foster their heirs executors or assigns ( the above said yearly rent of 40 shillings and dues and duties hereafter to become due for the premises and also the reversion of a lease of three years yet in being made of the premises to the said Christopher Jackes excepted and always foreprized). **And that** the said Alice Clapham her executors and assigns and every of them, from and immediately after the 15th day of March last past, for and during all the residue then unspent of the above said term of 500 years, shall or may (under the rent and reservations above said) quietly and peaceably have hold possess and enjoy the said messuage and tenements and all other the above mentioned hereby demised and bargained premises with all the appurtenances, and take and receive to her own use all the rents and profits thereof by the said Christopher Jackes payable to the said Samuel, without any let suit trouble hindrance or any encumbrance whatsoever of the said Samuell or Richard Foster their or either of their heirs executors or administrators or of any other person or persons whatsoever lawfully claiming **And the said** Alice Clapham for herself her heirs executors and administrators do by these presents covenant and promise to pay or cause to be paid to the said Samuell Foster and Richard Foster their heirs executors or assigns the above said sum of £38 of good and lawful money of England upon the second day of February next at the place above mentioned for payment thereof being the other moitie and remainder of the full price of the premises hereby bargained, and if the said Alice her executors administrators and assigns shall make default of the true payment of the above said sum of £38 of lawful money or any part hereof at the day and place above mentioned for payment thereof, then immediately after any such default made, this present demise and grant of the premises shall end and be utterly void and that from thenceforth it shall be lawful for the said Samuell and Richard Foster their executors and assigns into the messuage tenement and premises wholly to re-enter and the same from thenceforth to have again to possess and enjoy as in their former estate, anything herein contained to the contrary in any wise notwithstanding. In witness whereof the parties abovesaid to the several parts of these present indentures interchangeably have put their hands and seals the day and year first above written.

Alice Clapham (her mark)

Sealed signed and delivered in the presence of us

Thomas Watson Willm Kidd Robte Kendall of Swinden Thomas Clapham

Christopher Jackes (his mark) Brian Cookeson

Memorandum that I Samuell Foster of Lancklif have received, I say have received of Mrs Clapam of Stainford under Barch the second day of februarie the sum of seventie six pounds in full satisfaction of all claimes and demands from the beginning of the world unto this day. 1652

(N.B. new calendar)

## Lord 8 12 July 1662

This Indenture made the 12th day of July in the year of our Lord God 1662 and in the 14th year of the reign of our sovereign Lord Charles II by the grace of God King of England Scotland France and Ireland defender of the faith etc. **Between** Robert Lawkland of Stainforth under bargh in the county of York yeoman upon the one part and Nicholas Bullocke of Toccide within the monastery of Sawley in the said county of York upon the other part. Whereas the said Robert Lawkland stands lawfully possessed interested and entitled of in and unto all that and those the messuage and tenement situate lying and being in Winskall aforesaid formerly in the possession of Richard Foster and now in the possession tenure holding or occupation of the said Robert Lawkland and one Laurence Swaineson or the one of them their or the one of their assign or assigns and of in and unto all and singular the closes closures and parcels hereafter mentioned and expressed (that is to say) the Purse one other close lying under Caker Skarre two parts of a close called the fell close into three parts to be divided one close called the Little close an other close called the field one other close called the Stackbothome and the hagge and a house thereon standing the one half of a close called the summer scale close as the same is divided and of and in 37 acres 3 roods and 17 poles of pasture ground moor turbary and common thereunto belonging and therewith used occupied and enjoyed lying within the Lordship and territories of Langcliffe in the said county of York for the residue and remainder of a term of 500 years which did commence begin and take effect from and immediately after the ninth day of February which was in the 27th year of the reign of our late sovereign lady Queen Elizabeth of famous memory as in and by a certain indenture of lease made between Nicholas Darcy of Northampton Esq upon the one part and Henry Billingsley citizen and haberdasher of London upon the other part bearing date the ninth day of February in the 27th year of the reign of our said late sovereign Lady Queen Elizabeth and by several other mean assignments and letters of Administration granted according to the custom of the province of York aforesaid of all and singular the said premises being a chattel as aforesaid relation thereunto distinctly and particularly being had and made more fully and at large it does and may appear. **Now this** indenture witnesses that the said Robert Lawkland for diverse good causes and considerations him thereunto moving but more especially for and in consideration of the full and just sum of £225 of good and of lawful money of England to him well and sufficiently secured by specialty or one certain obligation or writing obligatory bearing date with these presents **has** fully clearly and absolutely demised granted leased assigned set and to farm let and by these presents does fully clearly and absolutely demise grant assign set and to farm let unto the said Nicholas Bullocke his executors administrators and assigns all and singular the said messuage and tenement with all and singular appurtenances and all and singular housing edifices buildings barns stables outhouses orchards gardens lands fields meadows pastures woods underwoods ways waters watercourses walls hedges fences trees growing upon the said premises or any part thereof mines quarries paths gates commons and common of pasture and turbary liberties easements profits commodities and advantages whatsoever unto the same belonging or in any wise appertaining or to or with the same or any part thereof usually occupied or enjoyed or accepted reputed taken or known as part parcel or member thereof and all and singular the said closes closures and parcels of land with all and singular their appurtenances and every part and parcel of the same with their and every of their appurtenances (one close called the Purse aforesaid one other close called the Pigethill in the possession of Thomas Clapham one cattlegates and a half lying in Brownebanke within the township of Stainforth in the possession of Anthony Foster only and ever excepted and foreprised) and all the estate right title interest use possession reversion benefit profit claim and demand whatsoever of him the said Robert Lawkland of in and unto the said messuages and tenement with all and singular appurtenances thereunto and of in and unto every or any part or parcel thereof together with all yearly rents payable for the same or any part thereof by any tenant or tenants whatsoever and all tenant right term and terms of years deeds escripts leases assignments evidences muniments and writings what so ever only touching or concerning the said messuage and tenement with all and singular their appurtenances or any part or parcel thereof (except before excepted) and also true copies of all such other deeds escripts leases assignments evidences muniments and writings as do touch or concern the same premises jointly or together with any other lands tenements or hereditaments whatsoever the same copies to be had and made at the indifferent costs and charges of them the said Robert Lawkland and Nicholas Bullocke their executors administrators and assigns equally to be divided between them. **To have and to hold** all and singular the said messuage tenements closes closures and parcels of land with all and singular their and every of their appurtenances hereby granted demised assigned or to farm let (except before excepted) unto the said Nicholas Bullocke his executors administrators and assigns and to his and their proper use and behoof from the making hereof for and during the residue and remainder of the said term of 500 years which commenced began and took

effect as aforesaid yielding and paying thereof yearly unto the chief Lord or Lords of whom the premises are held the yearly rent of one peppercorn at the usual feast days if it be lawfully demanded and also doing and performing all other duties and services which ought to be observed performed and done for and in respect of the said premises or any part or parcel of the same. **And the** said Robert Lawkland the said messuage tenement closes closures and parcels of land with all and singular their and every of their appurtenances (except before accepted) unto the said Nicholas Bullocke his executors administrators and assigns for and during all the residue and remainder of the said term against him and his heirs and against all other person and persons lawfully claiming the same shall and will warrant and for ever more by these presents defend. **And the** said Robert Lawkland does for himself his heirs executors and administrators covenant grant promise conclude and agree to and with the said Nicholas Bullocke his executors administrators and assigns and to and with every of them that he the said Robert Lawkland at the time of the sealing and delivery of these presents is the true and lawful owner of the said messuage and tenements and of all and singular the said closes closures and parcels of land hereditaments and premises with their and every of their appurtenances (except before excepted) for and during the residue and remainder of the said term of 500 years of a good sure perfect and indefeazable estate without any manner of condition limitation of use or uses or other matter or thing which may alter change determine frustrate or make void the same during the said term of or in at or any the said premises and has in himself full power good right and lawful interest and ability to grant demise assign and set over the same and every part thereof (except before excepted) unto the said Nicholas Bullocke his executors administrators and assigns for and during the residue and remainder of the said term of 500 years according to the true intent and meaning of these presents and that he the said Nicholas Bullocke his executors administrators and assigns for and during the said residue and remainder of the said term shall or lawfully may from time to time and at all times forever hereafter peaceably and quietly have hold occupy possess and enjoy the said messuage and tenement with all and singular their appurtenances and all and singular the said closes closures parcels of land and premises (except before excepted) for and during the residue and remainder of the said term of 500 years without any let suit trouble disturbance molestation eviction or interruption of or by the said Robert Lawkland his executors administrators or assigns or of or by any other person or persons lawfully claiming the said premises or any part thereof (except before excepted) in any wise whatsoever and further that the said messuage and tenement and all and singular the said closes closures fields and parcels of land and every of them with their and every of their appurtenances (except before excepted) now are and be and so from time to time for and during the residue and remainder of the said term of 500 years shall and may remain continue and be unto the said Nicholas Bullocke his executors administrators and assigns clear and free and clearly and freely acquitted exonerated and discharged or otherwise at and upon reasonable request on that behalf to be made well and sufficiently saved and kept harmless by the said Robert Lawkland his heirs executors administrators and assigns or some of them for from and concerning all and every former and other bargains gifts grants leases assignments mortgages estates Statute Merchant Statute Staple Recognizances Judgments executions extents forfeitures outlawries changes titles troubles and encumbrances whatsoever at any time before the sealing and delivery of these presents had made done or suffered to be done or hereafter to be had made done or suffered to be done caused committed or executed by the said Robert Lawkland his executors administrators and assigns or any of them or by any other person or persons lawfully claiming the said premises (the rents and services therefore due and of right accustomed to be paid and performed during the said term of 500 years to the chief Lord or Lords of the premises and also one lease made of the same or a great part thereof for and until the second day of February which shall be in the year of our Lord God 1663 ever excepted and forprised). **And the** said Robert Lawkland does further covenant grant promise conclude and agree to and with the said Nicholas Bullocke his executors administrators and assigns that he and they after his decease or some of them shall have and receive all such rents as are reserved upon the said lease during the continuance thereof and shall further have the advantage and benefit of all such grants and covenants as are contained in the said lease against the tenant of the premises in as full and perfect manner as the said Robert Lawkland may or might have in his own person at any time before the sealing and delivery of these presents and the said Robert Lawkland does for himself his heirs executors and administrators covenant grant promise conclude and agree to and with the said Nicholas Bullocke his executors administrators and assigns and to and with every of them by these presents that he the said Robert Lawkland his executors administrators and assigns shall and will from time to time and at all times hereafter during and within the space of 20 years now next ensuing after the day of the date of these presents at or upon the reasonable request or requests costs and charges in the law of the said Nicholas Bullocke his executors administrators and assigns or some of them do make knowledge levy and execute and cause and procure to be made done knowledged levied and executed all and every such further and other lawful and reasonable act and acts thing and things assurance and assurances for

the better and more sure making and assigning of the said messuage and tenement closes closures appurtenances and premises to be remain and continue unto him the said Nicholas Bullocke his executors administrators and assigns for the said residue and remainder of the said term of 500 years according to the true intent and meaning of these presents by assignment release or otherwise or by any other good and lawful way or means as by for or on the behalf of the said Nicholas Bullocke his executors administrators and assigns or any of them or by his their or any of their counsel learned in the law shall be on that behalf lawfully and reasonably devised advised or required So it for the making doing knowing levying or executing thereof he the said Robert Lawkland his executors administrators and assigns or any of them shall not be compelled to travel above the space of three score miles from the place or places of his or their then being or abode respectively at the time or times of such request or requests so to them or any of them on that behalf to be made as aforesaid. **And the** said Robert Lawkland does further covenant grant promise conclude and agree to and with the said Nicholas Bullocke his executors administrators and assigns and to and with every of them by these presents that all assurances heretofore made or hereafter to be made of for and concerning the said messuage and tenements closes closures and parcels of land (except before excepted) by the said Robert Lawkland his executors administrators and assigns or any of them shall be adjudged deemed construed and taken to be to and for the confirmation of these presents and to and for the proper sole and only use and behoof of the said Nicholas Bullocke his executors administrators and assigns for the term aforesaid and to no other use intent or purpose whatsoever and lastly the said Nicholas Bullocke does covenant grant promise conclude and agree to and with the said Robert Lawkland that the tenant now dwelling upon the said premises shall have liberty until the first of May next after the second of February which shall be in the year of our Lord God 1663 to stay and remain at the messuage where he dwells and have liberty to get(?) his hay and straw with his goods until the 15th day of April then next following and to have outloose on the daytime to any of the pastured land of the said premises so that the said Nicholas Bullocke his executors administrators and assigns shall freely without interruption of such tenant or of any by his means or appointment be permitted to plough and sow and to fence any part of the premises immediately after the feast of St Michael the Archangel next before the first day of May that such tenant shall remain as aforesaid. **In witness whereof** the said parties to these presents interchangeably have put their hands and seals the day and year first above written.

Robert Lakeland

Noverint per presentes.....

The condition of the above written obligation is such that if the above bound Robert Lawkland his heirs executors administrators and assigns and every of them do well and truly observe perform fulfil accomplish and keep all and singular the covenants grants clauses and agreements to which on his and their parts and behoofs are or ought to be observed performed fulfilled and kept mentioned and comprised in one certain Indenture of assignment bearing date with these presents made between the above bound Robert Lawkland upon the one part and the above named Nicholas Bullock upon the other part according to the true intent and meaning of the said Indenture that then this present obligation to be void and of no effect in law or else the same to stand remain and be in full power force and virtue

Sealed signed and delivered in the sight and presence of

George Robinson  
John Paley  
John Browne  
Willm Shuttleworthe

Robert Lakeland

Verso

Memorandum that Lawrence Swainson of Winskall within mentioned being perfect tenant of all and singular (and great part other (?) -*inserted above line*) the messuage and lands withingranted and acquainted with the contents of the deed withinwritten, did Immediately after the sealing and delivery of the withinwritten deed become tenant unto the said Nicholas Bullocke and for the more full

manifestation of his free consenting to be tenant unto him as aforesaid did pay unto him six pence in presence of

Lawrence Swainson

George Robinson

John Paley

John Browne

John Bullocke

Willm Shuttleworthe

Sealed signed and delivered in the sight and presence of

George Robinson

John Paley

Lawrence Swainson

John Browne

Willm Shuttleworthe

## Lord 9

**Anthony and Agnes Foster**

**7 October 1668**

**This Indenture made** the seventh day of October in the 20th year of the reign of our sovereign Lord Charles II by the grace of God King of England Scotland France and Ireland defender of the faith etc. In the year of our Lord God 1668. Between Anthony Foster of Rathmell in the county of York gentleman and Agnes his now wife administratrix of the goods and chattels of Henry Foster her late father late of Rathmell aforesaid deceased of the one party, and William Foster of Skipton in Craven in the said county Draper, and William Sigswicke of Closehouse within the township of Giggleswick in the said county yeoman of the other party. **Whereas** the said Anthony Foster in the right of the said Agnes his now wife is possessed and interested of and in a messuage and tenement with the appurtenances situate at Winskall within the township of Langcliffe in the said county of York sometime in the tenure of Giles Foster Thomas Foster and Margaret Foster deceased, or some of them, and of and in all houses buildings yards gardens meadows pastures feedings moors mosses commons common of pastures and turbary thereunto belonging. And of and in all those two closes of ground called the Over Ing and the Nether Ing, one other close called the Parkehead, one Parrocke lying on the North side of the barn, one close called Cawkerscarre, one other close called Crutchinclose, one other little close or Parrocke adjoining to the south side of the said Crutchinclose, and 34 acres one roode and 13 poles of ground moor common and turbary thereunto belonging and of and in 20 sheepgates, or herbage pasturing and grassing for 20 sheep, or pasturing and grassing for four cattle to go eat feed and depasture in and throughout one stinted pasture close lying at Winskall aforesaid commonly called Winskall Stones alias Howbothom close in common with other the neighbours and occupiers of the said pasture close, or in severalty after partition and division thereof made containing by estimation eight acres with their and every of their appurtenances situate within the Lo[rds]hip and territories of Langcliffe aforesaid and is thereunto lawfully entitled for the remainder yet to come of the term of 500 years which did begin from and immediately after the ninth day of February which was in the 27th year of the reign of our late sovereign Lady Queen Elizabeth of famous memory deceased and of in and to a parcel of pasture ground with the appurtenances lying within a close called Brownebanke close sometime parcel of another greater close called Caterigg close situate within the Lo[rds]hip or territories of Stainford under bargh in the said county of York for the remainder yet to come of the term of 1000 years which did begin at or immediately after the eighth day of April which was in the year of our Lord god 1596, as by the Administration of the goods and chattels of the said Henry Foster deceased committed under seal to the said Agnes his daughter after the death of the said Henry her father, and several other conveyances sufficient in the law (reference thereunto being had) may appear. **Now** this indenture witnesses that the said Anthony Foster and Agnes his now wife for and in consideration of the love and affection which they bear towards John Ibitson of Finsberry in the county of Middlesex gentleman and Jane his now wife daughter of the said Anthony and Agnes and for the bettering of the portion of the said Jane, and for the future advancement and performance of the said John Ibitson and Jane his now wife and the issue of their bodies between them two lawfully begotten, and for diverse other good causes and valuable considerations them thereunto moving **have** granted assigned and set over and by these presents they the



said Anthony Foster and Agnes his now wife do grant assign and set over unto the said William Foster and William Sigswicke and their assigns **all** the said messuage and tenement with the appurtenances situate at Winskall aforesaid sometime in the tenure of the said Giles Foster, Thomas Foster and Margaret Foster deceased, or some of them, and all houses buildings yards gardens lands meadows pastures feedings moors mosses commons common of pasture and turbary thereunto belonging and all those said two closes of ground called the Over Ing and the Nether Ing and all the said other close called the Parkehead and the said Parrocke lying on the North side of the said barn, and the said close called Cawkerskarr, and the said other close called Crutchinclose, and the said other little close or Parrocke adjoining to the south side of the said Crutchinclose and the said 34 acres one roode and 13 poles of ground moor common and turbary thereunto belonging and the said 20 sheepgates, or herbage pasturing and grassing for four cattle to go eat feed and depasture in and throughout the said stinted pasture close lying at Winskall aforesaid commonly called Winskall Stones alias howbothom close in common with other the neighbours and occupiers of the said pasture close, or in severalty after division and partition thereof made containing by estimation eight acres with their and every of their appurtenances situate within the Lordship and territories of Langcliffe aforesaid in the said county of York. And all that the said parcel of pasture ground with the appurtenances lying within the said close called Brownebanke close sometime parcel of the said greater close called Catterigg close situate within the Lordship or territories of Stainford under bargh aforesaid in the said county of York, all which said premises are now in the tenure or occupation of the said Anthony Foster, or of his assignee or assigns, or undertenants, and late in the possession of the said Henry Foster deceased late father of the said Agnes now wife of the said Anthony Foster, and all ways waters liberties easements profits commodities commons wastes freeledges and hereditaments with the appurtenances whatsoever to the said hereby granted premises belonging, or in any wise appertaining, or accepted reputed used occupied or accompted as part parcel or member thereof or of any part thereof and all their or either of their full and whole estate right title interest term and terms of years claim and demand whatsoever of in and to the said premises and every part and parcel thereof, together with their deeds writings and evidences concerning the said premises, **to have** and to hold the said messuage and tenements, buildings lands tenements crofts parrocks closes meadows pastures feedings parcels of land cattlegates sheepgates and all and singular the hereditaments and premises before by these presents assigned and set over, or mentioned or intended to be hereby granted assigned and set over, and every part and parcel thereof with their and every of their appurtenances unto the said William Foster and William Sigswicke and the survivor of them, and the executors administrators and assigns of the survivor of them from and immediately after the making of these presents unto the full end accomplishment expiration and determination of all the remainder and residue of the said several terms of 500 years, and of 1000 years above mentioned, and in as at large ample and beneficial manner and form in every respect as they the said Anthony Foster and Agnes his now wife, or either of them, or their or either of their executors administrators or assigns should or of right ought to occupy and enjoy the same or any part thereof by force and virtue of the Administration and conveyances above mentioned, or any of them, or by any other right title or means whatsoever. Nevertheless upon trust and confidence, and to such intents purposes conditions and limitations as hereafter in these presents is expressed and declared. And to or for none other intent purpose condition or limitation whatsoever, that is to say, to the intent and purpose that the said William Foster and William Sigswicke and

the survivor of them, and the executors administrators and assigns of the survivor of them shall have and hold the said messuage and tenement, buildings lands tenements crofts parrocks closes meadows pastures feedings parcels of land cattlegates sheepgates, and all and singular the hereditaments and premises hereby mentioned to be granted assigned and set over, and every part and parcel thereof with their and every of their appurtenances upon trust and confidence and to and for the only benefit and behoofs of the said Anthony Foster and Agnes his now wife and their assigns for and during the term of fourscore years if they or either of them live so long. And after the decease of the longer liver of them the said Anthony and Agnes his now wife, then upon trust and confidence, and to and for the only benefit and behoof of the said John Ibitson and Jane his now wife and their assigns for and during the term of fourscore years, if they or either of them live so long. And after the decease of the longer liver of them the said John and Jane his now wife, then upon trust and confidence and to and for the only benefit and behoof of the issue of the bodies of the said John Ibitson and Jane his now wife between them two lawfully begotten and their assigns, and in default of such issue, then upon trust and confidence, and to and for the only benefit and behoofs of the assigns of the said Anthony Foster for and during all the remainder and reversion of the said several terms of 500 years and of 1000 years above mentioned, yielding paying doing and performing the rents suits services taxes and duties respectively due for the hereby assigned premises. And the said Anthony Foster for himself and the said Agnes his now wife, and for their executors and administrators does covenant grant and agree to and with the said William Foster and William Sigswicke and the survivor of them, and the executors administrators and assigns of the survivor of them by these presents that neither they the said Anthony Foster and Agnes his now wife or either of them have acted any thing which shall be prejudicial or hurtful to any person or persons above herein limited to have the use or profit of the hereby granted premises, or any part thereof according to the intents purposes conditions and limitations above herein mentioned or expressed. **And** the said William Foster and William Sigswicke for themselves and either of them and their and either of their executors do severally and respectively, and not jointly one of them for another, nor for the executors or administrators of another covenant grant and agree to and with the said Anthony Foster and Agnes his now wife their executors administrators and assigns by these presents, that they said William Foster and William Sigswicke their executors administrators and assigns shall and will at all times hereafter well and honestly perform the trust in them reposed according to the true intent conditions and limitations before herein mentioned and expressed. **In witness** whereof the parties abovesaid to these present Indentures either party to other interchangeably have set their hands and seals dated the day and year first above written.

Anthony Foster      Agnes Foster

verso

Sealed signed and delivered in the side and presence of  
Richard Frankland  
William Bankes  
R Wilkinson

Anthony Fosters deed of his tenement at Winskall to friends in trust

## Lord 10

### Probate Anthony and Agnes Foster

(rough translation and paleography difficult)

**Johannes levet** leg[at]um dioc[esa] Sciiij Rev[er]endum in xpopri[m]is et d[omi]ni

*John Levet deputy of the Diocese ..... Reverend in Christ first and master*

d[omi]ni Richardi p[ro]videntia divina Ebor[acum] Archiepi Anglies Primate et

*master Richard by the grace of the divine Archbishop Primate of England and*

Metropo[ ]m Com[m]issarius ..... fulcitus, Dilectis nobis in xpo Agneti Foster de

*Metropolis County ..... , our beloved in Christ Agnes Foster of*

Rawthmell in Comm... Ebor[acum] vidue, Salutem in d[omi]no. Administratorem

*Rathmell in the County of York widow, Greetings in the Lord. Administration*

omniu[s] et singulis bonoris juriis Creditoris Cattallorum et Chattallorus qua fuerunt

*of all and singular the goods lawful creditors cattels and chattels which were*

Anthoni Foster mariti sui nuper de Rawthmell p[re]d[ict](?) Dioc[esa] Ebor[acum]

*of Anthony Foster her late husband of Rathmell aforesaid in the Diocese of York*

... intestato (ut asseritur) def[unc]ti, tempore vitis et mortis suis infra Dioc[esa] et

.... *intestate (as asserted) deceased, at the time of his life and death in the above*

*Diocese and*

Jurisdicti(?) Ebor[acum] ubilit(?) existentiis, Sibi prefatis Agneti de cujus fidelitate

*Jurisdiction of York ..... existing, her the aforesaid Agnes of whose trustworthiness*

plurimu[s] in .... parte confidentes com[m]ittimus, Seq[ens] Administratratem de et in

*most .... part confidence committed, following the administration of and in*

ei[u]s bonis ac ceoleris premiss[e]s predict (?) (Debites ip[s]ius def[unc]ti fidel[ite]r

*his goods and ..... things mentioned and said before (debts themselves of the*

*deceased*

presolutes, reliquis arbitrio uro distribuendes) prius coral Anthonio Lister Cl[er]ico

*faithfully paid beforehand, the rest by judgement of the law distributed) before ....*

*Anthony Lister Clerk*

virtute Com[m]issionis specjalis sibi directa Exut test jurat, praeficiums ordinarius et

*by virtue of the special commission it directly executor .... sworn, appointed ordinary  
and*

de..ntamus propu...tes (Salvo jure cujuscu[m]q[ue]) Dat[e] Ebor[acum] sub sigillo

.... ..... defend(?) (saving law .... whatsoever) Given at York as below sealed

officij uri pred[ict] vicesimo die Mensis Julij Anno d[omi]ni Mill[es]imo sex....

*by office of the law aforesaid twentieth day of the month of July AD 1670.*

septuagesimo.

Jo. Levet      Rich. Dennis

No[tor]ius Pub[li]cus

**Lord11 30 Nov 1677**

**This Indenture made** the 30th day of November in the year of our Lord God 1677, and in the 29th year of the reign of our sovereign Lord Charles II by the grace of God King of England Scotland France and Ireland defender of the faith etc. Between Agnes Foster late of Rathmell and now of Stainford under bargh in the county of York widow relict and sole administratrix of Anthony Foster late of Rathmell aforesaid her late husband deceased. And also administratrix of Henry Foster late of Rathmell aforesaid her late father deceased. And William Foster of Skipton in Craven in the said county draper and William Sigswicke of Close house within the township of Giggleswick in the said county yeoman of the one party, and William Paley of Stainford under bargh aforesaid and Thomas Clapham of Stackhouse in the said county yeomen of the other party. **Whereas** the said Anthony Foster in the right of the said Agnes his wife being possessed and interested of and in a messuage and tenement with the appurtenances situate at Winskall within the township of Langcliffe in the said county of York sometime in the tenure of Giles Foster Thomas Foster and Margaret Foster deceased, or some of them, and of and in all houses buildings yards gardens meadows pastures feedings moors mosses commons common of pasture and turbary thereunto belonging and of and in all those two closes of ground called the Over Ing and the Nether Ing one other close called the Parkehead, one Parrocke lying on the North side of the barn, one close called Cowkerskarr, one other close called Crutchinclose, one other little close or Parrocke adjoining to the south side of the said Crutchinclose and 34 acres one rood and 13 poles of ground moor common and turbary thereunto belonging. And of and in 20 sheepgates or herbage pasturing and grassing for 20 sheep or pasturing and grassing for four cattle to go eat feed and depasture in and throughout one stinted pasture close lying at Winskall aforesaid commonly called Winskall Stones alias Howbotham close in common with other the occupiers of the said pasture close, or in severalty after partition or division thereof made, containing by estimation eight acres with their and every of their appurtenances situate within the Lordship and territories of Langcliffe aforesaid and being thereunto lawfully entitled for the remainder then to come of the term of 500 years which did begin from and immediately and after the ninth day of February which was in the 27th year of the reign of our late sovereign queen Elizabeth of famous memory deceased. And of in and to a parcel of pasture ground with the appurtenances lying within a close called Brownebanke close sometime parcel of another greater close called Catterrig close situate within the Lordship and territories of Stainforth under bargh aforesaid for the remainder then to come of a term of 1000 years which did begin at or immediately after the eighth day of April which was in the year of our Lord God 1596, they the said Anthony Foster and Agnes his wife by deed dated the 17th day of October in the 20th year of his now Majesty's reign for the consideration of the love which they did bear towards John Ibitson of Finsberry in the county of Middlesex gent and Jane his then wife daughter of the said Agnes and the issue of their bodies between them two lawfully begotten did assign and set over all and every the same premises unto the said William Foster and William Sigswicke and the survivor of them and the executors administrators and assigns of the survivor of them from the making of the said deed for all the remainder and residue of the said several terms of 500 years and 1000 years upon trust and confidence and to and for the benefit and behoof of the said Anthony and the said Agnes his then wife and their assigns for the term of 80 years if they or either of them should so long live. And after the decease of the longer liver of them, upon trust and for the only benefit and behoof, of the said John Ibitson and Jane his then wife for and during the term of 80 years, if they or either of them live so long. And after the decease of the longer liver of them, then upon trust and to the benefit and behoof of the issue of the bodies of the said John Ibitson and Jane his then wife between them two lawfully begotten and in default of such issue, then upon trust and for the only benefit and behoof of the assigns of the said Anthony Foster for and during the remainder and reversion of the said several terms of 500 years and 1000 years above mentioned as by the said deed (reference thereunto being had) may appear. **And** whereas the said Jane now wife of the said John Ibitson is since dead and has left issue James Ibitson only now living lawfully begotten on the bodies of the said John Ibitson and Jane his wife and

whereas the said Anthony Foster is since also dead, and the said Agnes his relict is now lawfully assignee and late administratrix of the said Anthony Foster her late husband deceased. **Now** this indenture witnesses that the said Agnes Foster for and in consideration of the natural love and affection which she bears to the said James Ibitson her grandson and for the preferment of the issue of his body lawfully begotten and for the future advancement and better preferment of the issue of the body of the said William Paley and Isabel his now wife daughter of the said Agnes between them two lawfully begotten or to be begotten, upon default of issue of the body of the said James and for diverse other good causes and valuable considerations her thereunto moving. And the said William Foster and William Sigswicke at the instance and request of the said Agnes and for the further confirmation and continuance of the trust concerning the said premises have granted confirmed assigned and set over and by these presents they the said Agnes Foster William Foster and William Sigswicke do grant confirm assign and set over unto the said William Paley and Thomas Clapham their executors administrators and assigns **all** that the said messuage and tenements with the appurtenances situate at Winskall aforesaid. And the said houses buildings barns gardens meadows pastures feedings moors mosses commons common of pasture and turbary thereunto belonging. And the said several closes called the Over Ing, the Nether Ing, the Parckehead, and Parrocke, Cowkerscarre, Crutchin close, the other parrocke and the said 34 acres one rood and 13 poles of ground moor common and turbary thereunto belonging and the said 20 sheepgates, or grassing for four cattle in and throughout the said pasture close called Winskall Stones alias Howbotham close within Winskall aforesaid containing eight acres and the said parcel of pasture ground with the appurtenances lying within the said close called Brownebanke close sometime parcel of the said tenure of the said Anthony her late husband and formerly in the occupation of the said Henry her late father deceased. And all ways waters liberties easements profits commodities liberties freeledges and hereditaments with the appurtenances whatsoever to the said hereby granted premises belonging, or any wise appertaining, or accepted reputed used taken known occupied or accounted as part parcel or member thereof, or of any part thereof, and all their and every of their full and whole estate right title interest term and terms of years claim and demand whatsoever of in and to the said premises and every part and parcel thereof. Together with their deeds writings and evidences concerning the said premises. **To have** and to hold the said messuage and tenement buildings lands tenements crofts parrockes closes meadows pastures feedings parcels of land cattlegates sheepgates and all and singular the hereditaments and premises before by these presents assigned and set over, or mentioned or intended to be hereby granted assigned and set over and every part and parcel thereof with their and every of their appurtenances unto the said William Paley and Thomas Clapham and the survivor of them and the executors administrators and assigns of the survivor of them from and immediately after the making of these presents unto the full end accomplishment expiration and determination of all the remainder and residue of the said several terms of 500 years, and of 1000 years above mentioned. Nevertheless upon trust and confidence and to such intents and purposes conditions and limitations as hereafter in these presents is expressed and declared. And to and for none other intent purpose condition or limitation whatsoever that is to say, to the intent and purpose that the said William Paley and Thomas Clapham and the survivor of them and the executors administrators and assigns of the survivor of them shall have and hold the said messuage and tenement buildings lands tenements crofts parrockes closes meadows passages feedings parcels of land cattlegates sheepgates and all and singular the hereditaments and premises hereby mentioned to be granted assigned and set over and every part and parcel thereof with their and every of their appurtenances upon trust and confidence and to and for the only benefit and behoof of the said Agnes Foster and her assigns for and during the term of 80 years, if she live so long. And after the decease of the said Agnes Foster, then upon trust and confidence and to and for the benefit and behoof of the said John Ibitson for and during the term of 80 years if he the said John Ibitson live so long. And after the decease of the said John Ibitson then upon trust and confidence and to and for the benefit and behoof of the said James Ibitson and the issue of his body lawfully begotten or to be begotten. And in default of such issue then to the only benefit and behoof of the issue of the

bodies of the said William Paley and Isabel his now wife between them two lawfully begotten, or to be begotten, and their assigns for and during the remainder of the said several terms of 500 years and 1000 years above mentioned. **And** the said Agnes Foster William Foster and William Sigswicke for themselves and every of them and their and every of their executors and administrators do severally and not jointly one of them for another of them nor for the executors or administrators of another (of them? *insert*) covenant grant and agree to and with the said William Paley and Thomas Clapham and the survivor of them and the executors administrators and assigns of the survivor of them by these presents that the said messuage and tenements buildings closes lands and premises hereby granted now are and be free and clear from all former bargains acts charges titles and encumbrances whatsoever, heretofore had made or done by them the said Agnes Foster William Foster and William Sigswicke, or by any of them, or by any other person or persons under their or any of their titles consents or procurements. **And** the said William Paley and Thomas Clapham for themselves and either of them and their and either of their executors and administrators do severally and respectively and not jointly one of them for another nor for the executors or administrators of another covenant grant and agree to and with the said Agnes Foster William Foster and William Sigswicke their executors administrators and assigns by these presents that they the said William Paley and Thomas Clapham their executors and administrators and assigns shall and will at all times hereafter well and honestly perform the trust in them reposed, according to the true intent conditions and limitations before hereby mentioned and expressed. **In witness** whereof the parties abovesaid unto these present Indentures either party to other interchangeably have set their hands and seals. Dated the day and year first above written.

Agnes Foster

William Foster

William Sigswicke (his mark)

Verso

Sealed signed and delivered by the within named Agnes Foster and William Foster in the presence of

Thomas Carre

William Thompson his mark

John Smith

Anthony Foster of Skipton

R. Wilkinson

Sealed signed and delivered by the within named William Sigswicke in the presence of

Thomas Carre

Thomas Foster

R. Wilkinson

Robert Ricroft

Lord12 TLWD8

28 April 1686

**1686. This indenture made** the twenty eighth day of April in the second year of the reign of our sovereign lord James the second by the grace of god of England Scotland France and Ireland King defender of the faith etc. Anno domini 1686. **Between** Thomas Armitstead of Winskill in the county of York yeoman of the one part and John Armitstead son of the said Thomas of the same Winskill and county aforesaid yeoman of the other part **Witnesses** that the said Thomas Armitstead for and in consideration of the sum of eighty pounds of current English money to him in hand paid at and before the sealing and delivery of these presents the receipt whereof he the said Thomas Armitstead does hereby acknowledge and thereof and of every part and parcel thereof does hereby clearly acquit exonerate and discharge him the said John Armitstead his executors administrators and assigns and every of them for ever by these presents **has** demised granted bargained sold aliened assigned and set over and by these presents he the said Thomas Armitstead does for and from himself his heirs executors and assigns fully freely clearly and absolutely demise grant bargain sell alien assign set over and confirm unto the said John Armitstead his executors administrators and assigns **All** that the said messuage and tenement with all the appurtenances at Winskill aforesaid now in the possession of him the said Thomas Armitstead his assign or assigns and also all houses buildings gardens tofts crofts closes lands meadows pastures commons cattlegates sheepgates and all and singular the appurtenances whatsoever to the said messuage tenement and premises belonging or in any wise appertaining or now or at any time heretofore lawfully used enjoyed or demised as parcel or member thereof and also all and singular ways paths passages fronts wellsprings waters watering places liberties easements profits privileges and appurtenances whatsoever the said messuage tenement and premises every part thereof belonging. And the said Thomas Armitstead his executors administrators and assigns shall give and deliver in to the said John Armitstead his executors administrators and assigns all the indentures writings and evidences which the said Thomas Armitstead has or have or can lawfully come by without suit in law which only concern the said messuage tenement and premises or only any part thereof. And the benefit and advantage of every article covenant penalty forfeiture and thing and every of them contained and all the full and whole estate right title interest use possession occupation reversion term and terms of years claim and demand whatsoever of him the said Thomas Armitstead of in and to the said messuage tenement and premises before in these presents bargained belonging and of in and to every part and parcel thereof. **To have and to hold** the said messuage and tenement and all houses buildings gardens lands meadows pastures and appurtenances to the same belonging or in any wise appertaining unto the said John Armitstead his executors administrators and assigns to his and their only use and uses most benefit and advantage from and immediately after the day of the date hereof for during and unto the full end and expiration and determination of all the rest and residue which are yet to come and unspent of the term of five hundred years for which the lordship of Langcliffe at first were granted without impeachment of or for any manner of waste the said John Armitstead his executors administrators and assigns **yielding** and paying therefore yearly and every year during the rest residue and remainder of the above said term of five hundred years for the said messuage tenement and premises unto Josias Dawson of Langcliffe his heirs executors or assigns or to whom the same shall become due the yearly rent of forty shillings of lawful English money at the feast days of Pentecost and St. Martin the bishop in winter by even and equal portions or within ten days after either of the said feast days the same being lawfully demanded of the said John Armitstead his executors administrators or assigns occupiers of the said messuage tenement and premises and also all gaulds layes assessments dues duties and services henceforth growing due for and in respect of the premises. **And** the said Thomas Armitstead for himself his executors administrators and assigns does covenant promise grant and agree to and with the said John Armitstead his executors administrators and assigns by these presents in manner and for following (that is to say) that he the said Thomas Armitstead at the time of the sealing and delivery of these presents has in his own right full power good right and lawful authority to grant demise bargain assign and set over all the said hereby before granted premises with their



hereditaments and appurtenances unto the said John Armitstead his executors administrators and assigns for and during the continuance of all the rest and residue which are yet to come and unspent of the term of five hundred years in manner above said. **And** that he the said John Armitstead his executors administrators and assigns and every or any of them shall or lawfully may at all times hereafter and from time to time for and during the remainder of the said term of five hundred years peaceably and quietly enter upon have hold use occupy possess and enjoy all the said hereby before granted premises and every part and parcel thereof without any lawful let suit trouble molestation eviction ejection denial restraint hindrance or any other encumbrance of him the said Thomas Armitstead his executors administrators or assigns or of any other person or persons whomsoever having or lawfully claiming or that shall have or lawfully claim any manner of estate right title or interest of in or to the said premises or of in or to any part or parcel thereof **Free** and clear freely and clearly acquitted and discharged kept harmless and indemnified by the said Thomas Armitstead his executors administrators or assigns or some of them of and from all and all manner of former and other bargains sales gifts grants lease and leases wills entails fines feoffments jointures dowers title of dower judgements executions and of and from all acts estates titles charges troubles and encumbrances whatsoever heretofore had made done suffered committed or consented unto or hereafter to be made done or consented unto by home the said Thomas Armitstead his heirs executors or administrators or any of them in any wise (the rents to whom the same shall become due and all gaulds lays assessments dues duties and services henceforth growing due for and in respect of the premises only excepted). **And further** that he the said Thomas Armitstead his executors administrators or assigns or any of them shall and will at any time hereafter within the space of seven years now next following at and upon the reasonable request and at the costs and charges in the law of the said John Armitstead his executors administrators or assigns make do knowledge execute and suffer or cause to be made done knowledged executed and suffered all and every such further and reasonable act and acts thing and things device and devices assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking and conveying of all the above demised and granted premises with their hereditaments and appurtenances unto the said John Armitstead his executors administrators and assigns for the term above said be it by matter in fact (*or matter*) or matter of record or by any other ways or means whatsoever as by him the said John Armitstead his executors administrators or assigns or his their or any of their counsel learned in the law shall be reasonably and lawfully devised or advised and required. **And lastly** it is covenanted concluded and agreed upon by and between the said parties that he the said John Armitstead for himself his heirs executors administrators and assigns for good and valuable considerations him hereunto moving have assigned and set over and by these presents do assign and set over unto the said Thomas Armitstead or his assigns all the above demised and granted messuage and tenement with all and singular the premises with their appurtenances thereunto belonging. **To have and to hold** the same unto the said Thomas Armitstead or his assigns for the term of three score years if he the said Thomas Armitstead live so long **yielding** and paying during the said term if he live so long all rents dues and services which may become due for and in respect of the premises any thing herein contained to the contrary in any wise notwithstanding. **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written.

Thomas Armitstead

Verso:-

Sealed signed and delivered in the sight and presence of

Thomas Carre  
Richard Driver  
Robert Lakeland

## Lord13

8 February 1696

This Indenture made the eighth day of February in the eighth year of the reign of our most gracious sovereign Lord William the third by the grace of God King over England Scotland France and Ireland defender of the faith etc. Anno Domino 1696. **Between** Robert Foster of Stainforth under bargh in the county of York Clothier and Elizabeth his wife Richard Lund of Oulton in the said county tanner and Isabel his wife Anthony Paley of Stainforth aforesaid in the said county yeoman William Paley of Settle in the said county sadler Robert Paley of the county of London tanner and Henry Paley of the same casemaker Richard Paley of Settle aforesaid grocer John Paley of Stainforth aforesaid bachelor and Agnes Paley of the same and county aforesaid spinster on the one part, and William Stackhouse of Stackhouse in the said county slater on the other part. **Witnesses** that they the said Robert Foster and Elizabeth his wife Richard Lund and Isabel his wife Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley for and in consideration of the sum of £200 of lawful money of England to them or some or one of them in hand paid by the said William Stackhouse at and before the sealing and delivery of these presents the receipt whereof they do hereby acknowledge and of every part and parcel thereof do fully clearly and absolutely acquit free and discharge the said William Stackhouse his heirs executors administrators and assigns and every of them for ever by these presents have demised granted bargained sold aliened assigned set over and confirmed and by these presents do for and from themselves and every one of them their and every one of their heirs executors and administrators fully freely clearly and absolutely demise grant bargain sell alien assign set over and confirm unto the said William Stackhouse his executors administrators and assigns all that one messuage farm or tenement situate lying and being at Winskall with the appurtenances now in the tenure and occupation of Joseph Winsor and all and singular houses edifices barns buildings yards gardens lands meadows pastures feedings moors mosses commons common of pasture and turbary thereunto belonging and all those two closes called or known by the names of the Over Ing and the Nether Ing the said close called the Parkehead one parrocke lying and being on the north side of one barn or laithe one close called or known by the name of Cakerskarr one other close called Crutchinclose one other close or parrocke adjoining to the south side of the said close called Crutchinclose one other close called the Intacke and also sixty one sheepgates or herbage pasturing and grassing for sixty one sheep, or pasturing and grazing for twelve made beasts or cattles and one sheep to go eat feed and depasture in upon and throughout one stinted pasture close lying and being at Winskall aforesaid commonly called on known by the name of Winskall Stones alias Howbotham Close containing by estimation twenty four acres and half one acre or thereabouts be the same more or less and likewise also eight beastgates or cattlegates or liberty and freeledge for eight made beasts to go eat feed and depasture in upon and throughout one stinted pasture commonly known by the name of Gorbeck in common with other the neighbours and occupiers of the said stinted pastures called Winskall Stones alias Howbotham and Gorbeck or in severalty after partition and division thereof be made which said messuage closes lands and premises abovesaid are situate lying and being within the township precincts and territories of Langcliffe. And also all that one other parcel of pasture ground lying within one close called Brownebancke Close sometime being parcel of a greater close called Catterigg lying and being within the precincts and territories of Stainforth aforesaid and all and singular the ways paths passages waters watercourses watering places woods underwoods wall hedges fences ditches liberties easements profits privileges commodities advantages emoluments heredities and appurtenances whatsoever to the abovesaid messuage closes lands and premises or any part or parcel thereof belonging or accepted reputed used occupied possessed enjoyed deemed taken or known to be as part parcel or member thereof or of any part or parcel thereof and all the full and whole estate right title interest use possession occupation reversion and reversions remainder and remainders term and terms of years .....claim and demand whatsoever which they the said Robert Foster and Elizabeth his wife Richard Lund and Isabel his wife

Anthony Paley William Paley Robert Paley Henry Richard John and Agnes Paley or any of them have of in or unto the same or any part parcel or member thereof together with all and singular the deeds writings evidences muniments and scripts whatsoever which they or any of them have or can procure without suit in law touching or concerning the said messuage and premises or any part or parcel thereof. **To have and to hold** the said parcel of pasture ground lying within the said close called Brownebancke Close and all ways easements and profits thereunto belonging unto the said William Stackhouse his executors administrators and assigns from and immediately after the day of the date of these presents for during and until all the rest residue and remainder of the term of one thousand years as are yet unspent and to come in the same which term did begin and commence at or immediately after the eighth day of April in the year of our lord god one thousand five hundred fourscore and sixteen **and** to have and to hold all that the said messuage and tenement and all the houses edifices yards gardens lands meadow closes parrocks grounds moors commons common of pasture and turbary sheepgates and cattlegates and all other the above recited premises with their and every of their appurtenances unto the said William Stackhouse his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto full end and expiration of all the rest and residue of the term of five hundred years as are yet to come and unspent which did commence and begin from and immediately after the ninth day of February which was in the twenty seventh year of the reign of our late queen Elizabeth of famous memory. **Yielding** paying doing and discharging unto the chief lord or lords of the fee or fees of the premises during the rest residue and remainder of the several terms of the above said all .....rents dues duties suits and services as shall henceforth grow due for or in respect of the same or any part thereof **and they the said** Robert Foster Richard Lund Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley Agnes Paley for themselves and every one of them their and every one of their heirs executors and administrators do covenant promise grant and agree to and with the said William Stackhouse his executors administrators and assigns and to and with every of them by these presents that they the said Robert Foster in right of his said wife Richard Lund in right of his said wife and Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley at the very time of the sealing and delivery of these presents are and stand so lawfully possessed of interested in and entitled unto the above said messuage or tenement and all and singular other the above granted and demised or mentioned and intended to be granted and demised premises and every part and parcel thereof with their and every of their rights members and appurtenances that they or some or one of them together with Thomas Paley of the City of London and Mary Paley of Lotherton in the said county of York infants have in themselves full power good right and lawful authority to grant and demise the same and every part thereof unto the said William Stackhouse his executors administrators and assigns in manner and form aforesaid and that it shall and may be lawful to and for the said William Stackhouse his executors administrators and assigns or any of them by force and virtue of these presents to enter into and upon the said messuage and tenement and all and singular other the houses edifices yards gardens lands meadows closes parrocks grounds moors commons common of pasture and turbary sheepgates and cattlegates and all other the above recited premises with their and every of their rights members and appurtenances above granted and demised or mentioned and intended to be granted and demised premises and every part and parcel thereof and peaceably and quietly have hold use occupy possess and enjoy the same and receive and take the rents issues and profits thereof and of every part and parcel thereof to his and their only proper uses best benefit and behoof without the let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of them the said Robert Foster and Elizabeth his wife Richard Lund and Isabel his wife Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley or any of them their or any of their heirs executors administrators or assigns or any of them or of any other person or persons whomsoever lawfully claiming by from or under them or any of them or by from or under the said Thomas and Mary Paley or any other person or persons lawfully claiming and that free and clear freely and clearly acquitted exonerated and discharged or otherwise from time to time and at all times hereafter during the rest residue and remainder of

the several terms above granted well and sufficiently saved kept harmless lossless and indemnified by them the said Robert Foster Richard Lund Anthony Paley Willam Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley or some or one of them their or some or one of their heirs executors or administrators or some of them of and from all and all manner of former and other bargains sales gifts grants lease and leases mortgages jointures dowers and title of dowers Statute merchant and of the Staple recognizances extents judgements executions wills entails rents arrearages of rents fines forfeitures issues and amerciaments and of and from all and singular other the acts estates titles charges troubles expenses and encumbrances whatsoever the rents dues duties suits and services due and payable to the chief lord or lords of the fee or fees of the premises or thereafter to become due and payable as aforesaid only excepted **and they the said** Robert Foster Richard Lund Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley for themselves and every one of them their and every one of their heirs executors administrators and every one of them do further covenant promise and grant to and with the said William Stackhouse his executors administrators and assigns and to and with every of them by these presents that they the said Robert Foster and Elizabeth his wife Richard Lund and Isabel his wife Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley or any of them their or any of their heirs executors or administrators or any of them shall and will at any time or times hereafter during the space of seven years now next coming at and upon the reasonable request and at the costs and charges in the law of him the said William Stackhouse his heirs executors administrators and assigns or any of them make do knowledge levy execute and suffer or cause to be made done knowledged executed levied and suffered all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking and conveying the abovesaid messuage or tenement and all and singular other the houses edifices yards gardens lands meadows closes parrocks grounds moors commons common of pasture and turbary sheepgates and cattlegates and all other the above recited premises with their and every of their rights members and appurtenances and every part and parcel thereof unto the said William Stackhouse his executors administrators and assigns in manner and form aforesaid be it by fine(s) or fines feoffment or feoffments recovery or recoveries with single or double voucher or vouchers deed or deeds enrolled or not enrolled the enrolment of these presents release and confirmation or by any other ways or means whatsoever as by the said William Stackhouse his executors administrators or assigns or any of them or his their or any of their counsel learned in the law shall be lawfully and reasonably devised advised or required so as they the said Robert Foster and Elizabeth his wife Richard Lund and Isabel his wife Anthony Paley William Paley Robert Paley Henry Paley Richard Paley John Paley and Agnes Paley nor any of them their nor any of their heirs executors or administrators or any of them by compelled to travel above five miles from the place of their abode for the doing the same **and lastly they the said** Robert Foster Anthony Paley William Paley Richard Paley and John Paley for themselves and every one of them their and every one of their heirs executors and administrators do further jointly and severally covenant promise grant and agree to and with the said William Stackhouse his executors administrators and assigns and to and with every of them by these presents that they the said Robert Foster Anthony Paley William Paley Richard Paley and John Paley or some or one of them their or some or one of their heirs executors or administrators or some of them shall and will procure the above named Thomas Paley and Mary Paley within six months next after they shall severally attain their several ages of twenty one years to seal sign and deliver as their act and deed from each of them severally as they shall severally attain the said age of twenty one years as aforesaid one or more good lawful and sufficient deed or release under the several hands of the said Thomas and Mary Paley and therein and thereby to release remit and quitclaim to the said William Stackhouse his executors administrators and assigns all their right title power and interest which they the said Thomas Paley and Mary Paley or either of them have had now have or which they or either of them their or either of their heirs executors administrators or assigns or any of them they have claim or pretend to have of in or into the above granted and demised

or mentioned and intended to be granted and demised messuage closes lands pieces and parcels of ground sheepgates and cattlegates and all and singular the premises with their and every appurtenances or otherwise from time to time and at all times hereafter save and keep harmless and indemnified the said William Stackhouse his executors administrators and assigns from and against the said Thomas Paley and Mary Paley or either of them of and from all actions suits troubles costs charges and damages that shall or may be commenced or prosecuted or any way happen to or against the said William Stackhouse his executors administrators or assigns or any of them touching or concerning the predemised premises or any part thereof by the said Thomas Paley and Mary Paley or either of them their or either of their heirs administrators or assigns or any of them or any other person or persons by from or under them or either of them. **In witness whereof** the parties abovesaid to the parts of these indentures interchangeably have set their hands and seals the day and year first above written.

Robert Foster Elizabeth Foster Richard Lunne Isabel Lund Anthony Paley William Paley  
Robert Paley Henry Paley Richard Paley John Paley Agnes Paley

Verso:

Sealed and delivered by the within named Richard Lund and Isabel his wife in the presence of  
us

..... Edward Taylor

Sealed signed and delivered by the within named Robert Foster and Elizabeth his wife  
Anthony William Richard John and Agnes Paley in the presence of us the same being first  
stamped according to law

William Armitstead Thomas Foster Christopher Metcalfe

Sealed and delivered by the within named Robert Paley and Henry Paley in the presence of

Christopher Stackhouse Littleton Wessley

William Stackhouse purchase deed for the messuage and lands(?) at Windscale

**Lord14 12 August 1697** (*Overleaf*) Thomas Paleye Release to lands at Winskale

To all Christian people to whom these presents shall come Greeting Know ye that I Thomas Paleye of Oulton in the county of York Bachelor for and in consideration of a certain sum of money to me in hand paid And for divers good causes and considerations me hereunto moving ....have Remised Released and for ever quit claimed and by these presents do for my self my heirs executors and administrators fully freely clearly and absolutely Remise Release and for ever quit claim unto William Stackhouse of Stackhouse in the County of York Slater and Thomas Foster of Stainforth under Bargh in the said County Clothworker in their or one of their peaceable possession And to their heirs executors administrators and assigns all that my full and whole Estate Right title interest property claim and Demand whatsoever which I the said Thomas Paleye ever had now have or ought to have of in or unto all that one messuage farm or Tenement situate lying and being at Winskill in the said County of York and all and singular houses Edifices Barns buildings Yards Gardens Lands meadows pastures feedingsmoors mosses commons common of pasture and turbary thereunto belonging and of in and unto all those two Closes called over Ing and nether Ing one close called Parkehead one parroock adjoining upon the laith or Barn one Close called Cakerskarr one Close called Crutchin Close with one parroock adjoining thereupon one Close called the Intack and likewise sixty and one sheepgates or twelve Beast gates or Cattle gates in upon and throughout one stinted pasture close called Winskall Stones als Howbotham and likewise eight beast gates or cattle gates in one stinted pasture called Gorbeck which said messuage closes Lands and premises are situate lying and being within the precints and territories of Langcliffe in the said county and likewise one parcell of ground lying and being in Brownebanke within the township of Stainforth in the said County with their and every of their rights members and Appurtenances To have and to hold the said messuage closes sheepgates and cattle gates pieces and parcels of ground Lands and premises with their and every of their rights members and appurtenances unto the said Wm Stackhouse and Thomas Foster their Executors Administrators and Assigns for and during the rest residue and remainder of the several terms or number of years which are yet unspent and to come in the same or any part thereof also that neither I the said Thomas Paleye my heirs Executors or Administrators or any other person or persons for us or in our names or in the name of any one of our rights or stead shall or will by any way or means hereafter have claim challenge or demand any Estate right title or Interest of in or to the premises or any part thereof But from all and every Action Right Estate title Interest or demand of in or to the premises or any part or parcel thereof I the said Thomas Paleye my Executors and Administrators shall be utterly excluded and debarred for ever by these presents. And also that the said Thomas Paleye his heirs Executors and Administators the said messuage Closes Land and premises with the Appurtenances unto the said Wm Stackhouse and Thomas Foster their Executors Administrators and Assigns to their own proper use and uses in manner and form aforesaid specified against me my heirs Executors and Administrators shall and will Warrant and defend for ever by these presents In Witness whereof I have hereunto set my hand and Seal this 12th Day of August A.. Dm 1697

Sealed signed and delivered in the presence of us the same being first stamped according to law

William Carr John Armitstead Robt: Fagswish(?) Tho Paleye

**Lord15**  
**10 February 1699**

**TLWD9**

**This Indenture** made the 10th day of February in the year of our Lord god 1699 and in the 11th year of the reign of our sovereign Lord William the third by the grace of God King of England Scotland France and Ireland defender of the faith etc. **Between** Nicholas Bullocke of Boustagill in the parish of Long Preston and county of York carpenter on the one party and Thomas Bullocke of Winscale in the parish of Giggleswick and in the aforesaid said county carpenter on the other party whereas the said Nicholas Bullocke stands lawfully possess interested and entitled of in and unto all that and those messuage and tenement situate lying and being in or at Winscale aforesaid, formerly in the possession of Robert Lawkland and now in the possession tenure holding or occupation of the said Nicholas Bullocke or his assigns. And of in and unto all and singular the closes closures and parcels hereafter mentioned videlicit (*namely*) The purse, one other close lying under Casker scarr, two parts of a close called the fell close into three parts to be divided, one close called the Little close. Another close called the field. One other close called the Stackbothome, and the hagg, and a house thereon standing, the one half of a close called the Summerskalle Close as the same is divided and of and in 37 acres 3 roods and 17 poles of pasture ground moor turbary and common thereunto belonging and therewith used occupied and enjoyed lying within the Lordship and territories of Lanckliff in the said county of York for the residue and remainder of the term of 500 years which did commence begin and take effect from and immediately after the ninth day of February which was in the seven and 20th year of the reign of our late sovereign Lady Queen Elizabeth of famous memory as in and by a certain indenture of lease made between Nicholas Darcy of Northampton Esq on the one part and Henry Billingsley citizen and haberdasher of London on the other part bearing date the ninth day of February in the 27th year of our late sovereign Lady Queen Elizabeth and by several other mean assignments. Relation thereunto distinctly and particular being made more fully and at large it does and may appear. **Now this** indenture witnesses that the said Nicholas Bullocke for diverse good causes and considerations him thereunto moving, but more especially for and in consideration of the sum of £180 of good and of lawful money of England in hand paid or secured to be paid by the said Thomas Bullocke by these presents has fully clearly and absolutely demised granted leased assigned set and to farm let and by these presents does fully clearly and absolutely demise grant assign set and to farm let unto the said Thomas Bullocke his executors administrators and assigns all and singular the said messuage and tenement with all and singular appurtenances and all and singular housing edifices buildings barns stables outhouses orchards gardens lands fields meadows passages woods underwoods ways waters watercourses walls hedges fences mines quarries paths gates commons common of pasture and turbary liberties easements profits commodities and advantages whatsoever unto the same belonging or in any wise appertaining usually occupied or enjoyed or accepted reputed(?) taken or known as part parcel or member thereof and all and singular the said closes closures and parcels of land with all and singular their appurtenances and every part and parcel thereof (one close called the purse(?) one other close called the pigethill in the possession of Thomas Clapham or his assigns one cattlegate and a half in Brownebanke within the township and Stainforth only and for ever excepted and forprized) and also the estate right title interest use possession reversion benefit profit claim and demand whatsoever of him the said Nicholas Bullocke his executors administrators or assigns of in and unto the said messuage and

tenement with all and singular appurtenances belonging and every part and parcel thereof together with all deeds escripts leases assignments evidences muniments and writings whatsoever touching or concerning the said messuage and tenement or any part or parcel thereof (except before excepted). **To have and to hold** all and singular the said messuage tenement closes closures and parcels of land and all and singular their and every of their appurtenances thereby granted demised assigned or to farm let (except before excepted) unto the said Thomas Bullocke his executors administrators and assigns and to his and their proper use and behoof from the making hereof for and during the residue and remainder of the said term of 500 years as aforesaid yielding and paying therefor yearly unto the chief Lord or Lords of whom the premises are held yearly rent of one peppercorn at the usual feast days if it be lawfully demanded. And also doing and performing all other duties and services which ought to be observed performed and done for and in respect of the said premises and the said Nicholas Bullocke said messuage tenement closes closures parcels of land all and singular their and every of their appurtenances (except before excepted) unto the said Thomas Bullocke his executors administrators and assigns for and during all the residue and remainder of the said term against him and his heirs and against all other person and persons lawfully claiming the same shall and will warrant and for ever more by these presents defend. **And the** said Nicholas Bullocke does for himself his heirs executors and administrators covenant grant promise conclude and agree to and with the said Thomas Bullocke his executors administrators and assigns and to and with every of them that he the said Nicholas Bullocke at the time of the sealing and delivery of these presents is the true and lawful owner of the said messuage and tenements and of all and singular the said closes closures and parcels of land hereditaments and premises with their and every of their appurtenances (except before excepted) for and during the residue and remainder of the said term of 500 years of a good sure perfect and indefeasible estate without any manner of condition limitation of use or uses or other matter or thing which may alter change determine frustrate or make void the same during the said term of or in all or any of the said premises and has in himself full power good right and lawful authority interest and ability to grant demise assign and set over the same and every part and parcel thereof (except before excepted) unto the said Thomas Bullocke his executors administrators and assigns for and during the residue and remainder of the said term of 500 years according to the true intent and meaning of these presents. And that he the said Thomas Bullocke his executors administrators and assigns for and during the said residue and remainder of the said term shall and lawfully may from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the said messuage and tenement with all and singular their appurtenances and all and singular the said closes closures parcels of land and premises (except before excepted) for and during the residue and remainder of the said term of 500 years without any let suit trouble disturbance molestation eviction ejection or interruption of or by the said Nicholas Bullocke his executors administrators or assigns or of by any other person or persons lawfully claiming the said premises or any part thereof (except before excepted) in any wise whatsoever. And further the said messuage and tenement and all and singular the said closes closures fields and parcels of land and every of their appurtenances now are and be and so from time to time for and during the residue and remainder of the said term of 500 years shall and may remain continue and be unto the said Thomas Bullocke his executors administrators and assigns clear and free and clearly and freely acquitted exonerated and discharged or otherwise at and upon reasonable request on their behalf to be made well and sufficiently saved and kept



harmless by the said Nicholas Bullocke his heirs executors administrators and assigns or some of them or for from and concerning all and every former and other bargains sales gifts grants leases assignments mortgages estates Statute merchant Statute staple recognizances judgments executions extents forfeitures outlawries charges titles troubles and encumbrances whatsoever at any time before sealing and delivery of these presents had made done or suffered to be done or hereafter to be had made done or suffered to be done caused committed or executed by the said Nicholas Bullocke his executors administrators or assigns or any of them or by any other person lawfully claiming the said premises the rents and services therefore due and of right accustomed to be paid and performed during the said term of 500 years to the chief Lord or Lords of the premises. And the said Nicholas Bullocke his executors administrators and assigns do covenant grant and agree to and with the said Thomas Bullocke his executors administrators and assigns and to and with every of them by these presents that he the said Nicholas Bullocke his executors administrators and assigns shall and will from time to time and at all times hereafter during the space of seven years after the day of the date of these presents at or upon the reasonable request costs and charges in the law of the said Thomas Bullocke his executors administrators and assigns or some of them do make knowledge levy and execute and cause to procure to be made done knowledged levied and executed all and singular such further and other lawful and reasonable act and acts thing and things assurance and assurances for the better and more sure making and ensuring of the said messuage and tenement closes closures appurtenances and premises to be remain and continue(?) unto him the said Thomas Bullocke his executors administrators and assigns for the said residue and remainder of the said term of 500 years according to the true intent and meaning of these presents assignment release or otherwise *otherwise* or by any other good and lawful way or means as by for or on the behalf of the said Thomas Bullocke his executors administrators and assigns or any of them or by his or their or any of their counsel learned in the laws shall be on that behalf lawfully and reasonably devised advised or required. And the said Nicholas Bullocke does further covenant grant promise conclude and agree to and with the said Thomas Bullocke his executors administrators and assigns and to and with every of them by these *these* presents that all assurances heretofore made or hereafter to be made of for and concerning the said messuage and tenement closes closures and parcels of land (except before excepted) shall be adjudged deemed construed and taken to be to and for the confirmation of these presents and to and for the proper sole and only use and behoof of the said Thomas Bullocke his executors administrators and assigns for the term aforesaid and to no other use intent or purpose whatsoever. **In witness whereof** the said parties to these presents interchangeably have put their hands and seals the day and year first above written.

Nicholas Bullock (his mark)

verso

Sealed signed and delivered in the sight and presence of us

Henry Browne  
John Paleye

Thomas Taylor

Memorandum before the sealing and delivery of the within mentioned premises the said Thomas Bullocke does covenant promise grant and agree to and with the within named Nicholas Bullocke that he the said Thomas Bullocke his executors administrators and assigns is to pay unto John Battersby his executors administrators or assigns the sum of £100 and to acquit free and discharge the said Nicholas Bullocke his executors administrators and assigns of the said sum above mentioned witness hereof

Henry Browne  
John Paleye  
Thomas Taylor

Nicholas Bullough's conveyance of the estate to his son Thomas Bullough alias Bullocke

10 Febr 1699

This indenture of defeazance made the fifteenth day of September in the year of our lord god according to the computation of the Church of England one thousand seven hundred and four **Between** Christopher Stackhouse of the parish of Clerkenwell in the county of Middlesex butcher on the one part and William Stackhouse of Winskill in the parish of Gigleswicke and county of York slater on the other part **witnesses** that **whereas** the said William Stackhouse by indenture of lease under his hand and seal duly executed bearing even date with these presents for the consideration of one hundred and twenty pounds of lawful English money therein mentioned paid him by the said Christopher Stackhouse for the execution of the said indenture of lease did grant bargain sell assign and set over unto the said Christopher Stackhouse his executors administrators and assigns **All** that mansion and dwelling house wherein the said William Stackhouse does now dwell situate and being at Winskill aforesaid together with all and every the barns stables outhouses buildings gardens dunghillsteads fronts yards and backsides belonging to the same and also all those closes or parcels of ground called by the several names of the over-Ing, nether-Ing, Parkehead, Parrack, Cakeskarr, Crutchin-close and one Parrack adjoining to the south side thereof and six beast gates or cattlegates and twenty one sheep gates with the soil of ground belonging the same in upon and throughout the two stinted pastures called Gorbecke, and Winskill Stones at Howbottom together with all and every the rights members and appurtenances belonging or in any wise of right appertaining to at every or any the premises above mentioned or any part or parcel thereof. **To have and to hold** the said mansion or dwelling house and all and every other the above mentioned to be granted and bargained premises and every part and parcel thereof with their appurtenances from the day of the date of the above in part recited indenture unto the said Christopher Stackhouse his executors administrators and assigns for and during the term of four hundred years then next coming fully to be complete and ended with divers other covenants for peaceable enjoyment of the same mentioned and contained in the above in part recited indenture of lease whereunto reference being had it does and may more fully and at large appear the same now remaining in the custody of the said Christopher Stackhouse. **Now this** indenture further witnesses that the true intent and meaning of the above mentioned indenture of lease and every covenant therein contained and of all the parties thereunto was and is and is hereby declared to be and the said Christopher Stackhouse for himself his heirs executors and administrators does covenant promise and agree to and with the said William Stackhouse his executors administrators and assigns and to and with every of them by these presents that if he the said William Stackhouse his executors administrators or assigns or any of them shall and do well and truly pay or cause to be paid unto the said Christopher Stackhouse his executors administrators or assigns or some of them the full and just sum of six pounds of lawful English money being the interest of the above mentioned consideration money at one entire payment on the fifteenth day of September now next coming and also the sum of one hundred and twenty six pounds of like lawful money being the full consideration money and the interest thereof on the fifteenth day of September which will be and fall in the year of our lord god one thousand seven hundred and six the same being in full satisfaction for the equity of redemption of all and every the above granted or intended to be granted premises with their appurtenances that then after the above mentioned sum and sums of money well and truly made and performed in manner and form aforesaid the above in part recited indenture of lease and every covenant and agreement therein contained to be

absolutely void and of none effect both in law and equity and the same to be thereupon redelivered to the said William Stackhouse his executors administrators or assigns to be cancelled but if default be made of the payment of the aforesaid sums of money or any part thereof according to the true intent and meaning of these presents that then the above in part recited indenture of lease and every covenant clause and agreement therein contained to be and remain in full power force and virtue and this present indenture of defeazance and at equity of redemption of the above mentioned premises with their appurtenances herein and hereby granted to be void and none effect anything herein contained to the contrary thereof in any wise notwithstanding. **In witness** whereof the said Christopher Stackhouse as to this present indenture of defeazance set his hand and seal the day and year first above written.

Sealed and delivered in the ;presence of us the same being first written upon double sixty stamped paper

Thomas Peatt    Elinor Stackhuse

Christopher Stackhouse

(?) Littleton (?) Westley

**Lord 17**

**Thomas Bullock , John Battersby and Lawrence Bullock**

**6 June 1707**

**This Indenture** made the sixth day of June in the sixth year of the reign of our sovereign Lady Anne by the grace of God of Great Britain France and Ireland Queen defender of the faith etc. And in the year of our Lord God 1707 **Between** Thomas Bullocke of Settle in the county of York and John Battersby of Boustagill in the parish of Long Preston and county aforesaid yeoman of the one part and Lawrence Bullocke of Hunslet in the parish of Leeds and county of York aforesaid clothier of the other part. **Witnesses** that the said Thomas Bullocke and John Battersby for and in consideration of the sum of £80 of current English money to them or one of them in hand well and truly paid at and before the sealing and execution of these presents by the said Lawrence Bullocke the receipt whereof they the said Thomas Bullocke and John Battersby do hereby acknowledge and thereof and of every part and parcel thereof do by these presents fully freely clearly and absolutely acquit free and discharge him the said Lawrence Bullocke his heirs executors and administrators and every of them for ever by these presents **Have** demised granted bargained sold aliened and set over and by these presents do for and from them the said Thomas Bullocke and John Battersby and either of them their and either of their heirs executors administrators and assigns and every of them fully freely clearly and absolutely demise grant bargain sell assign set over and confirm unto the said Lawrence Bullocke his executors administrators and assigns all that moiety or one half part in two equal parts to be divided of all that messuage and tenement situate lying and being at Winscale in the parish of Giggleswick and county of York aforesaid wherein one widow Metcalfe does now dwell and inhabit with one moiety or half part of all houses outhouses edifices barns buildings stables turfhouses and all other houses whatsoever thereupon erected and built with the moiety or half part of all the orchards garths gardens folds fronts backsides dunghillsteads tofts crofts intakes closes enclosures lands meadows pastures feedings parcels of land arable or meadow cattlegates sheepgates commons and common of pasture heath and turbary ways paths passages waters watercourses wellsprings watering places hedges ditches walls fences woods underwoods and trees mines quarries royalties liberties easements profits commodities and advantages hereditaments privileges rights members and appurtenances whatsoever as to the said moiety or half part of the said messuage or tenement does belong and appertaining which said premises are now in the possession and occupation of the said Thomas Bullocke his assign or assigns tenant or tenants and was formerly of the inheritance of Nicholas Bullocke of Boustagill deceased (father of the said Thomas Bullocke) and did by some mean conveyance in the law or otherwise come to the possession of the said Thomas Bullocke and was formerly mortgaged by the said Nicholas Bullocke to the said John Battersby party to these presents for a certain sum of money in the said mortgage deed mentioned together with all and singular the deeds evidences and writings whatsoever touching or concerning the said premises or any part or parcel thereof with true copies of all such other writings as do concern the said premises together with other lands now remaining in the hands or custody of them the said Thomas Bullocke and John Battersby And also all the full and whole estate right title interest use possession occupation reversion and reversions remainder and remainders property challenge claim and demand whatsoever of them the said Thomas Bullocke and John Battersby or either of them their or either of their heirs executors or administrators or any of

them of in and unto the said moiety or half part of the said messuage or tenement with its appurtenances or any part or parcel thereof. **To have and to hold** the said moiety or one half part of the said messuage and tenement at Winscale aforesaid with the moiety or half part of all the closes enclosures lands meadows pastures feedings cattlegates sheepgates and all and singular other the said herein and hereby demised and granted premises with their hereditaments and appurtenances whatsoever unto the said Lawrence Bullocke his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto the full end expiration and determination of the remainder of so much as is yet unspent and to come in the term of 500 years and from and after the end and expiration of the said term of 500 years then for and during all such other terms and numbers of years as shall be then unspent and to come in the same He the said Lawrence Bullocke his executors administrators or assigns **yielding** and paying therefor unto the chief Lord or Lords of the said premises the annual or yearly rent of one pepper corn at the feast days there used and accustomed for the payment of the same upon lawful demand and all other uses rights and services whatsoever for and in respect of the said premises **and** the said Thomas Bullocke and John Battersby do for themselves and either of them their and either of their several and respective heirs executors administrators and assigns and every of them covenant promise grant and agree to and with the said Lawrence Bullocke his executors administrators and assigns and to and with every of them by these presents in manner and form following (That is to say) that they the said Thomas Bullocke and John Battersby at the time of the sealing and execution of these presents are or the one of them is and stands so lawfully possessed of interested in and entitled unto all and singular the said demised or mentioned or intended to be herein and hereby demised and granted premises and every part and parcel thereof with their appurtenances and that they have or one of them has in themselves good right full power and lawful title interest estate and authority to demise and grant the same unto the said Lawrence Bullocke his executors administrators and assigns in manner and form aforesaid **and** that he the said Lawrence Bullocke his executors administrators or assigns or any of them shall and lawfully may from time to time and at all times hereafter during the residue and remainder that is yet unspent and to come in the abovesaid term of 500 years peaceably and quietly have hold use occupy possess and enjoy the said moiety or half part of the said messuage and tenement with all rights members and appurtenances whatsoever to the same belonging or appertaining without the lawful let suit trouble molestation eviction ejection denial hindrance disturbance or encumbrance whatsoever of them the said Thomas Bullocke and John Battersby or either of them their or either of their heirs executors administrators or assigns or of any of them or of any other person or persons whomsoever lawfully claiming by from or under them or any of them and against all other lawful claims shall and will warrant and for ever defend by these presents and freely and clearly acquitted and discharged by them the said Thomas Bullocke and John Battersby of and from all and all manner of former and other gifts grants bargains sales lease and leases jointures dowers and title of dower wills entails mortgages judgments extents executions rents and arrearages of rents fines forfeitures issues and amerciaments and of and from all other acts estates titles troubles charges and encumbrances whatsoever (the said rent of one pepper corn and all other galds layes taxations assessments and impositions whatsoever in neighbourhood hereafter charged and imposed upon the said premises only excepted) **and** that they the said Thomas Bullocke and John Battersby or either of them their or either of their heirs executors or administrators or any of them shall and will at any time hereafter within

the space of 10 years now next ensuing at the reasonable request costs and charges in the law of the said Lawrence Bullocke his executors administrators or assigns make do acknowledge levy execute and suffer or cause to be made done acknowledged levied executed and suffered all and every such further lawful and reasonable act and acts thing and things devices assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking and conveying of all and singular the said herein and hereby demised and granted premises with their and every of their rights members hereditaments and appurtenances whatsoever unto the said Lawrence Bullocke his executors administrators or assigns as he the said Lawrence Bullocke his executors administrators or assigns or as his their or any of their counsel learned in the law shall in that behalf be lawfully and reasonably devised advised and required **and** further they the said Thomas Bullocke and John Battersby do for themselves and either of them their and either of their several and respective heirs executors administrators and assigns jointly and severally promise to pay unto the said Lawrence Bullocke his executors administrators or assigns or some of them the full and just sum of £160 of current English money upon demand. Provided they the said Thomas Bullocke and John Battersby or either of them their or either of their heirs executors or administrators or any of them do not or shall not from time to time and at all times hereafter for and during the abovesaid term of 500 years or so much as is yet unspent and to come in the same well and truly observe perform fulfil accomplish and keep all and singular the covenants grants articles clauses conditions and agreements whatsoever which on his their or any of their parts or behalfs are and ought to be deserved performed fulfilled accomplished and kept and herein above mentioned contained expressed and set down. **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written.

Thomas Bullocke his mark      John Battersby

Verso

Sealed and delivered being upon double stamped  
parchment in the presence of  
John Wood David Wood Mar. Richardson

Memorandum that the ..... purchase deed belonging to the estate at Winscale is in my hands

June 6th 1707

Received then of the within named Lawrence Bullocke the full and just sum of £80 of current English money being the full consideration for the moiety or half part of the within mentioned messuage and tenement with all hereditaments and appurtenances whatsoever thereunto belonging and appertaining. We say received the said sum of £80 by us test. John Wood David Wood Mark Richardson

Thomas Bullocke his mark John Battersby

Lawrence Bullocke purchase deed of one moiety of the estate at Winscale  
6th June 1707

Thomas Bullocke to Lawrence Bullocke conveyance of a moiety of premises at Winskill

**Lord 18**                      **TLWD10**  
**Lawrence Bullocke and Thomas Clapham**  
**19th September 1717**

**This Indenture** made the 19th day of September in the fourth year of the reign of our sovereign Lord George by the grace of God of Great Britain France and Ireland King defender of the faith etc. Annoq[ui]bus Do[mi]ni. 1717**Between** Lawrence Bullough of Hunslett Layne within the parish of Leeds in the county of York Clothier of the one part and Thomas Clapham of Bradford in the said county Clerk of the other part.

**Whereas** by Indenture bearing date the sixth day of June in the year of our Lord 1707 made between Thomas Bullough of Settle in the county of York Carpenter and John Battersby of Boustagall in the parish of Long Preston and county aforesaid yeoman of the one part and John Bullough of Manningham in the parish of East Bradford and county aforesaid Clothier of the other part for the consideration of £80 therein mentioned they the said Thomas Bullough and John Battersby**did** demise grant bargain sell assign and set over unto the said John Bullough his executors administrators and assigns **All** that moitie or one half part in two equal parts to be divided of all that messuage and tenement situate lying and being at Winscale in the parish of Giggleswick and county aforesaid wherein one widow Metcalf did then inhabit and dwell with one moitie or half part of all the houses outhouses edifices barns buildings stables turf houses and all other houses whatsoever thereupon erected and built with the moitie or half part all the orchards garths gardens folds fronts backsides dunghillsteads tofts crofts intakes closes enclosures lands meadows pastures feedings parcels of land arable or meadow cattlegates sheepgates commons and common of pasture heath and turbary ways paths passages waters watercourses wells springs watering places hedges ditches walls fences woods underwoods and trees mines quarries royalties liberties easements profits commodities advantages hereditaments privileges rights members and appurtenances whatsoever to the said messuage or half part of the said messuage or tenement belonging or in any wise appertaining which said premises were then in the possession of the said Thomas Bullough his assign or assigns and was formerly of the inheritance of Nicholas Bullough of Boustagall (deceased father of the said Thomas Bullough) and did by some conveyance in the law or otherwise come to the possession of the said John Battersby and was formerly mortgaged by the said Nicholas Bullough to the said John Battersby for a certain sum of money in the said mortgage deed or writing mentioned together with all and singular deeds evidences and writings whatsoever touching or concerning the said premises or any part or parcel thereof with true copies of all such other writings as do concern the said premises together with or amongst other lands then remaining in the hands or custody of them the said Thomas Bullough and John Battersby or either of them or which they or either of them could come by without suit in law or equity and also all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of them the said Thomas Bullough and John Battersby by their executors administrators and assigns and the reversion and reversions remainder and remainders of the said premises and of every part thereof **To hold** the said moitie or half part of the said messuage and tenement at Winscale aforesaid with their and every of their hereditaments and appurtenances unto the said John Bullough his executors administrators and assigns from and immediately after the day of the date of the said Indenture for during and until the full end expiration and determination of the remainder of so much as was then unspent and to come in the term of 500 years and from and after the end and expiration of the



said term of 500 years then for and during all such other terms and numbers of years as should be then unspent and to come in the same as by the same Indenture (relation being thereunto had) more fully may appear. **And whereas** by another Indenture bearing the same date with the above in part recited Indenture and made between the abovesaid Thomas Bullough and John Battersby of the one part and the abovesaid Lawrence Bullough of the other part for the consideration of £80 therein mentioned they the said Thomas Bullough and John Battersby did demise grant bargain sell alien assign and set over unto the said Lawrence Bullough his executors administrators and assigns all that other moitie or half part in two equal parts to be divided of all the above said messuage and tenement at Winscale aforesaid and all the lands closes grounds hereditaments and premises with their appurtenances to the said other moitie or half part belonging or in any wise appertaining and also all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of them the said Thomas Bullough and John Battersby by their executors administrators and assigns and the reversion and reversions remainder and remainders of the said premises and of every part thereof **To hold** the said moitie or half part of the said messuage and tenement at Winscale aforesaid with their and every of their hereditaments and appurtenances unto the said Lawrence Bullough his executors administrators and assigns from and immediately after the day of the date of the said indenture for during and until the full end expiration and determination of the remainder of so much as was then unspent and to come in a term of 500 years and from and after the end and expiration of the said term of 500 years then for and during all such other terms and numbers of years as should be then unspent and to come in the same as by the same indenture (relation being thereunto had) more fully may appear. **And whereas** by one other Indenture of assignment bearing date the 22nd day of November in the year of our Lord 1709 and made between the abovesaid John Bullough of the one part and the abovesaid Lawrence Bullough of the other part **He** the said John Bullough for the consideration of eighty pounds therein mentioned **did** grant bargain sell transfer assign and set over unto the said Lawrence Bullough his executors administrators and assigns all that the moitie or one half part in two equal parts to be divided of all the abovesaid messuage and tenement with their appurtenances at Winscale aforesaid **which** said moitie or half part of all and singular the said premises with their appurtenances the said John Bullough did for the said some of £80 agree to transfer and assign over unto the said Lawrence Bullough in whom the other moitie of the said messuage and premises were then vested for the remainder of the said term of 500 years then to come and unexpired as by the same indenture of assignment (relation being thereunto had) more fully and at large will and may appear. **Now this Indenture witnesses** that the said Lawrence Bullough for and in consideration of the whole and just sum of £173 4s 6d of lawful British money to him the said Lawrence Bullough in hand paid by the said Thomas Clapham at and before the execution hereof the receipt and payment whereof is hereby acknowledged and thereof does acquit and discharge the said Thomas Clapham his executors administrators and assigns by these presents and for other good causes and considerations him the said Lawrence Bullough thereunto moving **has** granted bargained sold assigned and set over and by these presents does grant assign and set over unto the said Thomas Clapham his executors administrators and assigns **all** the aforesaid messuage and tenement lands closes grounds hereditaments and all and singular other the premises in the said recited indentures mentioned or intended to be thereby demised with their and every of their rights members and appurtenances **and also** all the estate right title interest term of years claim and demand whatsoever of

him the said Lawrence Bullough of in and to the same premises by force and virtue of the above recited indentures together with the same indentures **To have and to hold** the said messuage and tenement lands closes grounds hereditaments and all other the premises hereby granted and assigned or mentioned to be granted and assigned with their appurtenances unto the said Thomas Clapham his executors administrators and assigns from henceforth for and during all the residue and remainder of the said term of 500 years yet to come and unexpired under the said yearly rent in the said indenture mentioned **and the said** [the said] Lawrence Bullough for himself his executors administrators and assigns does [does] covenant promise and grant to and with the said Thomas Clapham his executors administrators and assigns by these presents that the said indenture of demise or lease for 500 years at the time of the making thereof was and at the time of the sealing and delivery of these presents is a good and effectual demise valid in the law for the said term of 500 [years] thereby granted of and in the said premises mentioned to be hereby assigned and not surrendered forfeited merged or otherwise made void or voidable but now is and stands in full force and virtue **And the said** Lawrence Bullough and his heirs the said messuage and tenement lands closes grounds hereditaments and all and singular other the premises hereby granted or mentioned to be granted with their appurtenances unto the said Thomas Clapham his heirs and assigns against him said Lawrence Bullough his heirs and assigns and against all and every other person and persons having or lawfully claiming any estate right title or interest of in or to the same or any part thereof shall and will warrant and by these presents **and also** that the said Lawrence Bullough now has in himself good right and full power to grant bargain sale and assign the said messuage and tenement lands closes grounds hereditaments and premises mentioned to be hereby granted and assigned with the appurtenances unto him the said Thomas Clapham his executors administrators and assigns in manner aforesaid **and also** that he the said Thomas Clapham his executors administrators and assigns shall or lawfully may from henceforth peaceably and quietly hold possess and enjoy the said messuage and tenement lands closes grounds hereditaments and premises hereby granted and assigned or mentioned to be granted and assigned with the appurtenances and receive and take the rents issues and profits thereof to his and their own use and uses for and during all the residue and remainder of the said term of 500 years yet to come and unexpired without any let or interruption **freed** and discharged of and from all encumbrances whatsoever **And moreover** that he the said Lawrence Bullough his executors administrators and assigns and all and every other person and persons whatsoever having or lawfully claiming or that shall or may have or lawfully claim any estate right title or interest whatsoever either in law or equity of in to or out of the said premises or any part thereof shall and will from time to time and at all times hereafter at the proper costs and charges in the law of the said Thomas Clapham his executors administrators and assigns do make and execute or cause and suffer to be done made and executed all and every or any such further and other lawful and reasonable act and acts conveyances and assurances in the law whatsoever for the further better and more perfect granting assigning and assuring of the said messuage and tenement lands closes grounds hereditaments and premises hereby granted and assigned or mentioned to be hereby granted and assigned with the appurtenances unto the said Thomas Clapham his executors administrators and assigns for and during all the residue and remainder of the said term of 500 years yet to come and unexpired as by the said Thomas Clapham his executors administrators and assigns or his or their counsel learned in the laws of this realm shall be reasonably devised advised or required **All which** said act and acts conveyances and assurances shall be and endure

and shall be adjudged and taken to be endure[d] to the only proper use and behoof of the said Thomas Clapham his heirs and assigns for and during all the residue and remainder of the said term of 500 years yet to come and unexpired and to and for no other use or uses whatsoever. **In witness** whereof of the parties above named to the parts of these indentures have interchangeably set their hands and seals the day and year first above written 1770.

Lawrence Bullough

Verso

Memorand that the day and year first within mentioned the sum of £173 4s 6d was then actually paid by the within named Thomas Clapham unto the within named Lawrence Bullough being in full of the within mentioned consideration I say received by me

Test.

Wm Foster Will Wainwright James Ward      Lawrence Bullough

£173 4s 6d

Sealed signed and delivered being written on triple sixpenny stamped parchment according to the Acts of Parliament in the presence of us

William Foster William Wainright and James Ward

A memorial of the within written deed was registered at Wakefield the 23rd day of September 1717 at 10 in the forenoon (in Lib. L pag. 446 ....593) pursuant to the Acts of Parliament in that behalf made

... Newstead .....

19th of September 1717

Lawrence Bullock to Thomas Clapham conveyance of a moitie of premises at Winskill

**Thomas Paley   Richard Lawson   Richard and Ann Clapham**

**6 May 1719**

**This Indenture** made the sixth day of May in the fifth year of the reign of our sovereign Lord George by the grace of God of Great Britain and France and Ireland King defender of the faith etc. Annoq Dni 1719. Between Thomas Paley and Richard Lawson both of Langcliffe within the parish of Giggleswick in the county of York yeomen Richard Clapham of Winskill within the township of Langcliffe aforesaid yeoman and Ann Clapham of Bradford in the said county widow relict and executrix of the last will and testament of Thomas Clapham late of Bradford aforesaid clerk deceased younger brother of the said Richard Clapham of the one part and Thomas Preston of Bradford aforesaid schoolmaster of the other part. **Whereas** the said Thomas Clapham in his lifetime and at the time of his death was lawfully seized in fee of several messuages lands and hereditaments at Winskill aforesaid, and likewise lawfully possessed of and interested in several other messuages lands and hereditaments there and in Stainforth under Bargh within the parish of Giggleswick aforesaid for certain terms of years then to come, and particularly the said Thomas Clapham was possessed of interested in or entitled unto the messuage lands and hereditaments hereinafter mentioned to be hereby assigned with the appurtenances for the remainder of a term of 500 years thereof granted by Indenture dated on or about the ninth day of February in the 27th year of the reign of the late sovereign Lady Queen Elizabeth made between Nicholas Darcy of Northampton Esq of the one part and Henry Billingsley citizen and haberdasher of London of the other part, and the said Thomas Clapham being so seized and possessed by his last will and Testament in writing bearing date on or about the 11th day of June last, did will and desire the said Thomas Paley and Richard Lawson or the survivor of them to be trustees in the said will and to make sale of all the said messuages lands and hereditaments with all convenient speed after his decease to such person or persons as would purchase the same, and out of the monies arising by sale thereof first to pay and discharge a debt of £60 due to one Elizabeth Wetherall and in the next place to pay unto the said Ann the sum of £100 and to retain in their hands so much as should be a fund for payment of seven pounds per annum to the said Richard Clapham during his life and then to distribute the rest of the monies arising by such sale to and amongst the children of the said Richard Clapham and of Isabel Wilkinson deceased Agnes Wharfe and Alice Stackhouse three sisters of the said Thomas Clapham deceased in such manner as is directed in and by the said will, whereof he made and appointed the said Ann his then wife sole executrix, as in and by the same will reference being thereunto had more fully and at large (amongst other things therein contained) it does and may appear. **And whereas** the said Thomas Paley and Richard Lawson have taken upon them the burden and execution of the trust in them reposed in and by the said will, and in pursuance thereof have not only sold the messuage lands and hereditaments hereinafter particularly mentioned (which are part of those appointed to be sold by the said will) unto the said Thomas Preston for the sum of £201 and one shilling which he has actually paid unto them the said trustees at or before the ensealing and delivery hereof But they have also sold all the remainder of the said messuages lands and hereditaments so appointed to be sold as aforesaid, unto William Stackhouse, husband to the said Alice Stackhouse for the sum of £490 agreed to be given by him for the

same, out of which sum the said William Stackhouse by the direction of the said trustees has paid unto the said Anne Clapham the said legacy of £100 given to her by the said will and also the sum of £15 and 15 shillings for and in lieu of her dower and thirds which she claimed out of such of the said lands whereof her said late husband was seized in fee as aforesaid, and has also secured unto the said Richard Clapham the yearly sum of seven pounds to be paid him during his life in such manner as is directed by the said will, and the said trustees (pursuant to an agreement in that behalf made amongst the parties concerned therein) have likewise paid, out of the purchase monies paid to them by the said Thomas Preston as aforesaid, the sum of £40 in full discharge of all the monies secured to be paid to the said Agnes Wharfe and Richard Wharfe her son by a mortgage heretofore made of part of the premises so sold to the said William Stackhouse as aforesaid. **Now this indenture witnesses** that the said Thomas Paley and Richard Lawson for and in consideration of the said sum of £201 and one shilling to them paid by the said Thomas Preston as is above mentioned and the said Richard Clapham as well for and in consideration of the said yearly sum of seven pounds secured to be paid to him for his life as aforesaid, as of the sum of five shillings to him in hand paid by the said Thomas Preston or before the execution hereof, the receipt payment and security of which said several sums accordingly, they the said Thomas Paley Richard Lawson and Richard Clapham do hereby respectively acknowledge **have** and each and every of them has granted bargained sold assigned transferred and confirmed and by these presents do and have and every of them do grant bargain sell assign transfer and confirm and the said Ann Clapham, in consideration of the several sums of £100 and £15 and 15 shillings to her paid as aforesaid and that the said trustees have paid the said sum of £40 in discharge of the monies payable to the said Agnes Wharfe and Richard Wharfe as abovesaid and of the sum of five shillings to her now paid by the said Thomas Preston at the execution hereof, **has** (at the request and by the direction of the said Thomas Paley and Richard Lawson, testified by their being parties hereunto and their sealing and delivery hereof) bargained sold assigned set over ratified and confirmed and by these presents do bargain sell assign set over ratify and confirm, unto the said Thomas Preston his executors administrators and assigns **all** that messuage dwelling house or tenement with the appurtenances situate standing and being at Winskill in the township of Langcliffe aforesaid wherein one Thomas Foster does now dwell with all the houses outhouses edifices barns buildings stables turfhouses garths gardens orchards folds fronts backsides dunghillsteads and appurtenances whatsoever to the same messuage belonging or therewith now enjoyed and also all those several closes or parcels of land meadow or pasture of the Parrock, the great field, the Higher stack bottom, the Lower stack bottom, the Summerscale close, the Hagg, the Cowscar, the fell and the Scaredge (or by what other name or names soever the same closes or any of them are or be called or known) and also 22 sheepgates and a half of a sheepgate or herbage and pasture for 22 old sheep and a half and nine cattlegates or beastgates or herbage or grazing or pasturing for nine made beasts in and upon two several parcels of common grounds call Winskill Stones alias Howbottom and Gorbeck together with the soil and ground of the said 22 sheepgates and a half and nine beastgates as the same is now used and lying in common and undivided from the grounds belonging other free holders and inhabitants of the township of Langcliffe aforesaid all which said several closes or parcels of ground sheepgates and beastgates with the ground and soil thereof are lying and being within the township of Langcliffe aforesaid and was late in the tenure or occupation of one William Clark or his assigns and are now in the possession of the said Thomas Foster or his assigns and have been usually

enjoyed or occupied with the said messuage or dwelling house **Together** with all and singular ways passages waters watercourses wells springs watering places woods underwoods commons and parts shares and proportions of commons belonging or appertaining or to or with the same or any part thereof now or commonly demised used enjoyed or occupied or accepted reputed had taken or known as part parcel or member thereof or appendant or appurtenant thereunto and also all the estate right title interest term and terms of years claim and demand whatsoever both in law and equity of them the said Thomas Paley Richard Lawson Richard Clapham and Ann Clapham and every of them respectively of in to and out of the said premises mentioned to be hereby assigned and every or any part thereof **And** the said Thomas Paley Richard Lawson and Richard Clapham do likewise hereby grant unto the said Thomas Preston his executors administrators and assigns all the deeds writings and evidences touching or concerning the same premises or any part thereof now in the custody of them the said Thomas Paley Richard Lawson and Richard Clapham or any of them or which they or any of them can come by without suit in law **To have and to hold** all and singular the said premises hereinbefore mentioned to be hereby assigned with their and every of their appurtenances unto the said Thomas Preston his executors administrators and assigns from henceforth for and during all the residue and remainder of the said term of 500 years yet to come and unspent therein and for and during all such further or other term or terms of years as they the said Thomas Paley Richard Lawson Richard Clapham and Ann Clapham or any of them now have or had in the same premises or any part thereof in any respect whatsoever **yielding** and paying therefor yearly during the continuance of such term or terms unto the Lord or Lords of the said premises, the rents and services from henceforth to become due and payable for or in respect thereof **And the said** Thomas Paley Richard Lawson Richard Clapham and Ann Clapham for themselves severally and respectively and not jointly or the one for the other but each apart for him and herself and his and her respective heirs executors and administrators do covenant promise and grant to and with the said Thomas Preston his executors administrators and assigns by these presents in manner following, viz. that he the said Thomas Preston his executors administrators and assigns shall or lawfully may from time to time and at all times hereafter have hold possess and enjoy all and singular the said premises mentioned to be hereby assigned with their appurtenances and receive and take the rents and profits thereof to his and their own use and uses for and during all the rest and residue of the said term or terms of years yet to come and unexpired therein, without any let suit trouble denial eviction interruption or encumbrance whatsoever of or by them the said Thomas Paley Richard Lawson and Richard Clapham respectively or their respective executors administrators or assigns or any other person or persons lawfully claiming or to claim by from or under any of them respectively **and also** that they the said Thomas Paley Richard Lawson and Richard Clapham respectively and their administrators executors and assigns and all and every other person and persons lawfully claiming or to claim by from or under any of them respectively shall and will from time to time and at all times hereafter during the space of 20 years next ensuing the date hereof, upon the reasonable request and at the proper costs and charges in the law of the said Thomas Preston his executors administrators or assigns make do acknowledge levy execute and suffer or cause to be made done acknowledged levied executed and suffered all and every such further and other lawful and reasonable act and acts thing and things devices and assurances in the law whatsoever for the further better and more perfect assuring and confirming of all and singular the said premises mentioned to be hereby assigned with their appurtenances unto the said Thomas

Preston his executors administrators and assigns for and during all the rest and residue of the said term and terms of years yet to come and unexpired therein, be it by fine deed or otherwise as by the said Thomas Preston his executors administrators or assigns or his or their counsel learned in the law shall be reasonably devised advised or required, so as such further assurances or any of them do not contain any further or other covenants then such as are hereinabove contained, and so as the person or persons required to make or execute the same be not compelled for the doing thereof to travel from any of their respective habitations **And** the said Ann Clapham for herself her heirs executors and administrators does covenant promise and agree to and with the said Thomas Preston his executors administrators and assigns by these presents, that she the said Ann Clapham has not done committed or wittingly suffered any act matter or thing, whereby or by reason whereof the said premises mentioned to be hereby assigned or any part thereof is are shall or may be impeached or encumbered in title charge estate or otherwise but that the same premises and every part thereof shall and may at all times hereafter be held and enjoyed and the rents and profits thereof received and taken by the said Thomas Preston his executors administrators and assigns to his and their own use for and during all the rest and residue of the said term or terms of years yet to come and unexpired therein according to the tenor and true intent hereof without any let or interruption of or by the said Ann Clapham or any other lawfully claiming or to claim by from or under her, either as she is executrix of the said will in part above recited, or otherwise howsoever. **In witness** whereof the parties above named to the parts of these indentures have interchangeably set their hands and seals the day and year first above expressed.

Tho Paleye Richd. Lawson Richard Clapham Ann Clapham

Verso

Sealed and delivered (being written on triple six penny stamped parchment) by the within named Thomas Paley Richard Lawson and Richard Clapham and the within mentioned consideration of £201 and one shilling actually paid by the within named Thomas Preston to the said Thomas Paley and Richard Lawson as the within written deed does import, in the sight and presence of us

Richard Wharfe jur  
John Wilkinson  
Chr Weatherherd

Sealed and delivered by the within named Ann Clapham in the presence of us

.... Lawson  
Richard Wharffe jur  
Tho. Taylor

A memorial of the within written deed was registered at Wakefield the 13th day of May 1719 at 10 in the forenoon (in Lib. N pag. 285 ..... 430) pursuant to the Acts of Parliament in that behalf.

6th May 1719

Messrs Thomas Paley Richard Lawson and others to Mr Thomas Preston  
conveyance of property at Lower Winskill

## Lord 20

### William Stackhouse and Thomas Stackhouse, elder son

2 May 1723

This Indenture made the second day of May in the ninth year of the reign of our most gracious sovereign Lord George by the grace of God of Great Britain France and Ireland King defender of the faith etc. And in the year of our Lord God 1723 Between William Stackhouse of Winskill in the parish of Giggleswick in the county of York slater on the one part and Thomas Stackhouse elder son of the said William Stackhouse of Winskill aforesaid slater on the other part **Witnesses** that the said William Stackhouse for and in consideration of the full whole and just sum of £60 of lawful money of Great Britain to him in hand paid by the said Thomas Stackhouse at and before the sealing and delivery of these presents the receipt whereof he the said William Stackhouse does hereby acknowledge and confess and thereof and of every part thereof does acquit release and discharge the said Thomas Stackhouse his heirs executors administrators and assigns and every of them for ever by these presents and for and in consideration of the natural love and affection he has and bears unto his said son Thomas Stackhouse and for and towards his future advancement and better preferment and for diverse other good causes and valuable considerations him the said William Stackhouse likewise moving **has** demised granted bargained sold aliened assigned set over and confirmed and by these presents does for and from him the said William Stackhouse his heirs executors and administrators and every of them fully freely clearly and absolutely demise grant bargain sell assign set over and confirm unto the said Thomas Stackhouse his executors administrators and assigns **all** that one messuage and farm or tenement situate lying and being at Winskill aforesaid with the appurtenances in which said messuage the said William Stackhouse does now dwell and all and singular houses edifices barns buildings yards gardens meadows lands pastures feedings moors mosses commons common of pasture and turbary thereunto belonging and all those two closes called and known by the names of the over ing and the nether ing the close called the Park head one Parrock lying and being on the North side of one barn or laith one close called and known by the name of Cakerskar one other close called Crutchin close one other close or Parrock adjoining to the south side of the said close called Crutchin close also 22 sheepgates or herbage and grazing and pasturing for 22 sheep or grazing and pasturing for four made beasts cattles and two sheep to go eat feed and depasture in upon and throughout one stinted pasture close lying and being at Winskill aforesaid commonly called and known by the name of Winskill Stones alias Howbotham Close containing by estimation 24 acres and half one acre or thereabouts be the same more or less and likewise also six beastgates or cattlegates or liberty and freeledge for 6 made beasts to go eat feed and depasture in upon and throughout one stinted pasture commonly called and known by the name of Gorbeck in common with other the neighbours and occupiers of the said stinted pastures called Winskill Stones alias Howbotham and Gorbeck in severalty after partition or division thereof be made which said messuage lands and premises abovesaid are situate lying and being within the township liberties and territories of Langcliffe in the said parish of Giggleswick and county of York and also one other parcel of pasture ground lying within one close called Brownebank close sometime being parcel of a greater close called Cattrigg lying and being within the township liberties and territories of Stainforth in the said county of York together with all and



singular the ways paths passages waters watercourses watering places woods underwoods walls hedges fences ditches liberties easements profits privileges commodities advantages emoluments hereditaments and appurtenances whatsoever to the abovesaid messuage lands and premises belonging or in any wise appertaining and all the full and whole estate right title interest use possession occupation reversion and reversions remainder and remainders term and terms of years property claim and demand whatsoever of him the said William Stackhouse his heirs executors administrators and assigns and every of them of in and to the said premises or any part or parcel thereof and all the deeds evidences writings and muniments and escripts whatsoever touching or concerning the same or any part or parcel thereof now remaining in the hands or keeping of him the said William Stackhouse or in the custody or keeping of any other person or persons for him or to or for his use which can or may be procured without suit in law **To have and to hold** the said parcel of pasture ground lying within the said close called Brownebank Close with all the profits privileges and appurtenances thereunto belonging unto the said Thomas Stackhouse his executors administrators and assigns from and immediately after the day of the date of these presents for during and until the full end and expiration of all the rest residue and remainder unspent and to come of a term of 1000 years which said term did begin and commence at or immediately after the eighth day of April in the year of our Lord God 1596 **and to have and to hold** all that the said messuage and tenement and all the houses edifices yards gardens lands meadows closes parrockes grounds moors mosses commons common of pasture and turbary sheepgates beastgates or cattlegates and all other the above recited premises with their and every of their rights members hereditaments and appurtenances whatsoever unto the same Thomas Stackhouse his executors administrators and assigns from and immediately after the day of the date of these presents for during and until the full end and expiration of all the rest residue and remainder unspent and to come of a term of 500 years which said term did begin and commence from and immediately after the ninth day of February which was in the 27th year of the reign of our late Queen Elizabeth of famous memory and after the expiration of the residue and remainder of the above-mentioned terms of years then for such further term or terms of years as he the said William Stackhouse his executors administrators or assigns may can might or ought to hold and enjoy the same by force and virtue of any grant lease or assignment whatsoever and that without impeachment of or for any manner of waste **yielding and paying** doing and discharging unto the chief Lord or Lords of the fee or fees of the said premises during the rest residue and remainder of the several terms abovesaid all such rents dues duties suits and services as shall henceforth grow due for or in respect thereof or any part or parcel thereof except and always reserved out of the present grant and demise from henceforth for the remainder of the abovesaid term of 500 years unto the said William Stackhouse his executors administrators and assigns and his and their family or families servant or servants free liberty to drain take and carry away water at and from the well at the west end of the above-mentioned messuage house when and as often as occasion shall require the same there to be used unto that other messuage house situate at Winskill aforesaid lately belonging to Richard Clapham but now the same is belonging to him the said William Stackhouse he the said William Stackhouse his executors administrators and assigns being at one half of the costs or charge of all implements and instruments necessary for draining or drawing up water out of the said well and also of keeping the said well in repair **and** the said William Stackhouse for himself his heirs executors and administrators and every of them does covenant promise grant and agree to and with the said Thomas

Stackhouse his executors administrators and assigns and to and with every of them by these presents in manner following. **That is to say** that he the said William Stackhouse at the time of the sealing and delivery of these presents is the very true right and lawful owner of the said messuage and tenement lands closes grounds sheepgates beastgates or cattlegates and of all and singular other the premises above granted and demised or mentioned meant or intended to be herein and hereby granted and demised and every part and parcel thereof with the appurtenances and is and now stands so lawfully entitled to the same so that he has in himself full power good right true and lawful title and authority to grant bargain sell and confirm the same unto the said Thomas Stackhouse his executors administrators and assigns in manner as aforesaid and that it shall and may be lawful to and for the said Thomas Stackhouse his executors administrators and assigns by force and virtue of these presents from time to time and at all times hereafter peaceably and quietly to enter into and upon the said messuage and tenement lands closes grounds sheepgates beastgates or cattlegates and all and singular other the premises above mentioned and every part and parcel thereof with the appurtenances (except as before excepted) and thenceforward is to hold occupy possess and enjoy the same and the rents and yearly profits thereof to receive and take to his and their own use and uses without the let suit trouble molestation eviction ejection denial hindrance claim or demand whatsoever of him the said William Stackhouse his executors administrators or assigns or of any other person or persons whomsoever or whatsoever lawfully claiming or to claim the said premises or any part or parcel thereof by from or under him them or any of them **and** that free and clear and freely and clearly acquitted and discharged or otherwise upon reasonable request to be made to the said William Stackhouse his executors administrators and assigns well and sufficiently saved kept harmless lossless and indemnified by the said William Stackhouse his executors administrators or assigns of and from all former and other gifts grants bargains sales assignments jointures feoffments mortgages dowers and title of dower wills entails rents and arrearages of rents fines or forfeitures judgements extents and executions and of and from all former and other titles troubles charges and encumbrances whatsoever heretofore had made done executed or suffered or hereafter to be made done or suffered by the said William Stackhouse his executors administrators or assigns or any of them (the rents dues duties suits and services hereafter to become due and payable to the chief Lord or Lords of the fee or fees of the said premises and the abovementioned liberty for draining taking and carrying away water at and from the abovesaid well when and as often as occasion shall require the same there to be used unto the above-mentioned other messuage house lately belonging unto Richard Clapham and now to the said William Stackhouse as aforesaid only and always excepted and foreprised []) **and lastly** that he the said William Stackhouse his heirs executors administrators and assigns and all and every other person and persons lawfully having or claiming to have any lawful or equitable estate or .... of in or unto the said messuage and tenement lands and premises above mentioned or of in or unto any part or parcel thereof shall and will from time and at any time here after within the space of seven years next ensuing the date of these presents at the reasonable requests costs and charges in the law of the said Thomas Stackhouse his executors administrators and assigns make do acknowledge levy execute and suffer or cause to be made done knowledged levied executed and suffered all and every such further lawful and reasonable act and acts thing and things devices assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety sure making and confirming of all and singular the premises above granted and demised or mentioned meant or intended

to be herein and hereby granted and demised and every part and parcel thereof with the appurtenances (except before excepted) unto the said Thomas Stackhouse his executors administrators and assigns for the remainder of the said several terms of 1000 years and 500 years and in such manner and form as aforesaid **Be** it by matter of deed or matter of record release or confirmation or by all every or any of the said ways or means or by any other lawful and reasonable ways or means whatsoever by the said Thomas Stackhouse his executors administrators or assigns or as by his their or any of their council learned in the laws of this Nation shall be reasonably devised advised or required. **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written.

William Stackhouse

Verso

2nd May 1723

Received then of my son Thomas Stackhouse the sum of £60 of lawful money of Great Britain in full of the consideration money within mentioned I say received in full by me

William Stackhouse

test. Rich Foster Wm Iveson Wm Bentham

Sealed signed and delivered (a treble six penny stamp then appearing duly affixed to the parchment according to the law) in the presence of us

Rich Foster Wm Iveson Wm Bentham jur

A memorial of the within written deed was registered in Wakefield the seventh day of June 1723 at 10 in the forenoon (in Lib. S pag. 391 .... 534) pursuant to the Act of Parliament in that behalf

**Thomas Preston and John Preston****28 January 1725**

This Indenture made the 28th day of January in the year of our Lord 1725 in the 12th year of the reign of George now King over Great Britain etc. **Between** Thomas Preston of Bradford in the county of York schoolmaster of the one part and John Preston of Malham in the said county husbandman of the other part. **Whereas** Thomas Clapham of Bradford aforesaid clerk in his lifetime and at the time of his death was lawfully seized in fee of several messuages lands and hereditaments at Windskill within the township of Langcliffe in the said county of York and likewise lawfully possessed of and in several other messuages lands and hereditaments there and in Stainforth under Bargh within the parish of Giggleswick in the said county of York for certain terms for years then to come, and particularly the said Thomas Clapham was possessed of interested in or entitled unto the messuage lands and hereditaments hereinafter mentioned to be hereby assigned with the appurtenances for the remainder of a term of 500 years thereof granted by Indenture dated on or about the ninth day of February in the 27th year of the reign of our late sovereign Lady Queen Elizabeth made between Nicholas Darcy of Northampton Esq of the one part and Henry Billingsley citizen and haberdasher of London of the other part, and the said Thomas Clapham being so seized and possessed by his last will and testament in writing bearing date on or about the 11th day of June in the year of our Lord 1718 did will and desire Thomas Paley and Richard Lawson both of Langcliffe aforesaid or the survivor of them to be trustees in the said will and to make sale of all the said messuages lands and hereditaments with all convenient speed after his decease to such person or persons as would purchase the same and out of the monies arising by sale thereof first to pay and discharge a debt of £60 due to one Elizabeth Wetherall, and in the next place to pay unto Ann Clapham widow and relict of the said Thomas Clapham the sum of £100 and to retain so much in their hands as so much as should be a fund for payment of seven pounds per annum to Richard Clapham of Winskill aforesaid brother of the said Thomas Clapham during his life and then to distribute the rest of the monies arising by such sale to and amongst the children of the said Richard Clapham and Isabel Wilkinson deceased Agnes Wharfe and Alice Stackhouse three sisters of the said Thomas Clapham deceased in such manner as is directed in and by the said will whereof he made and appointed the said Ann his then wife sole executrix as in and by the same will reference being thereunto had more fully and at large (amongst other things therein contained) it does and may appear. **And whereas** the said Thomas Paley and Richard Lawson did take upon them the burden and execution of the trust in them reposed in and by the said will and in pursuance thereof did not only sell the messuage lands and hereditaments hereinafter particularly mentioned (which part of those appointed to be sold by the said will) unto the said Thomas Preston for the sum of £201 and one shilling which he then actually paid unto them the said trustees at or before the ensealing and delivery of the deed made and executed for that purpose But they did also sell all the remainder of the said messuages lands and hereditaments so appointed to be sold as aforesaid unto William Stackhouse husband to the said Alice Stackhouse for the sum of £490 agreed to be given by him for the same out of which sum the said William Stackhouse by the direction of the said trustees did pay unto the said Ann Clapham her said legacy of £100 given to her by the said will and also the sum of £15 and 15 shillings for and in lieu of her dower

and thirds which she claimed out of the sum of the said lands whereof her said late husband was seized in fee as aforesaid and did also secure unto the said Richard Clapham the yearly sum of seven pounds to be paid to him during his life in such manner as is directed by the said will, and the said trustees (pursuant to an agreement in that behalf made amongst the parties concerned therein) did likewise pay out of the purchase monies paid to them by the said Thomas Preston as aforesaid the sum of £40 in full discharge of all the monies secured to be paid to the said Agnes Wharfe and Richard Wharfe her son by a mortgage heretofore made of part of the premises so sold to the said William Stackhouse as aforesaid. **And whereas** by indenture bearing date the sixth day of May in the year of our Lord 1719 made between the said Thomas Paley Richard Lawson Richard Clapham and Ann Clapham of the one part and the said Thomas Preston of the other part reciting as is above recited and in consideration of the several sums therein mentioned to be paid respectively unto the said Thomas Paley Richard Lawson Richard Clapham and Clapham Agnes Wharfe Isabel Wilkinson and Alice Stackhouse by the said Thomas Preston they the said Thomas Paley Richard Lawson Richard Clapham and Ann Clapham did grant bargain sell assign transfer and confirm unto the said Thomas Preston his executors administrators and assigns all and singular the said premises hereinafter particularly mentioned to hold to him his executors administrators and assigns for and during all the rest residue and remainder of the said term of 500 years therein to come and unexpired as in and by the said last above in part recited Indenture reference being thereunto had more fully may appear. **Now this Indenture witnesses** that the said Thomas Preston for and in consideration of the sum of £190 to him paid by the said John Preston as also of the sum of five shillings to him in hand likewise paid all of lawful British money the receipt and payment whereof he the said Thomas Preston does hereby acknowledge **has** granted bargained sold assigned transferred and confirmed and by these presents does grant bargain sell assign transfer and confirm unto the said John Preston his executors administrators and assigns **All** that messuage dwelling house or tenement with the appurtenances situate standing and being at Winskill in the township of Langcliffe aforesaid wherein one William Clark does now dwell with all the houses outhouses edifices barns buildings stables turfhouses garths gardens orchards folds fronts backsides dunghillsteads and appurtenances whatsoever to the same messuage belonging or therewith now enjoyed and also all the several closes or parcels of land meadow or pasture commonly called or known by the several name or names the parrook, the Great field, the Higher Stackbottam, the Lower Stackbottam, the Summerscale close, the Hagg, the Cowscarr, the Fell and the Scarredge or by what other name or names soever the same closes or any of them are or be called or known and also 22 sheepgates and one half of a sheepgate or herbage and pasture for 22 old sheep and one half and nine cattlegates or beastgates or herbage or grazing or pasturing for 9 made beasts in and upon two several parcels of common grounds called Winskill stones alias Howbottam and Gorbeck together with the soil and ground of the said 22 sheepgates and one half and nine beastgates as the same is now used and lying in common and undivided from the grounds belonging other the freeholders and inhabitants of the township of Langcliffe aforesaid all which said several closes or parcels of ground sheepgates and beastgates with the ground and soil thereof are lying and being within the township of Langcliffe aforesaid and is now in the tenure or occupation of one William Clark or his assigns and have been usually enjoyed or occupied with the said messuage or dwelling house **together** with all and singular ways passages waters watercourses wells springs watering places woods underwoods commons and parts shares and proportions of commons common of

pasture and turbary profits commodities liberties easements and hereditaments whatsoever to the said messuage or dwelling house barns buildings several closes or parcels of lands sheepgates beastgates and other the premises in any wise belonging or appertaining or to or with the same or any part thereof now or commonly devised used enjoyed or occupied or accepted reputed had taken or known as part parcel or member thereof or appendant or appurtenant thereunto and also all the estate right title interest term and terms for years claim and demand whatsoever both in law and equity of him the said Thomas Preston of in and out of the said premises mentioned to be hereby assigned and every or any part thereof **And** the said Thomas Preston does likewise hereby grant unto the said John Preston his executors administrators and assigns all the deeds writings and evidences touching or concerning the same premises or any part thereof now in the custody of him the said Thomas Preston or which he can come by without suit in law **to have and to hold** all and singular the said premises herein before mentioned to be hereby assigned with their and every of their appurtenances unto the said John Preston his executors administrators and assigns from henceforth for and during all the residue and remainder of the said term of 500 years yet to come and unexpired therein and for and during all such further or other term or terms of years as he the said Thomas Preston now has in the said premises or in any part thereof in any respect whatsoever **yielding** and paying therefor yearly during the continuance of such term or terms unto the Lord or Lords of the said premises the rents and services from henceforth to become due and payable for or in respect thereof. **And the said** Thomas Preston for himself his executors administrators and assigns does covenant promise and grant to and with the said John Preston his executors administrators and assigns by these presents in manner following (viz.) that he the said John Preston his executors administrators and assigns shall or lawfully may from time to time and at all times hereafter have hold possess and enjoy all and singular the said premises mentioned to be hereby assigned with their appurtenances and receive and take the rents and profits thereof to his and their own use and uses for and during all the rest and residue of the said term or terms of years yet to come and unexpired therein without any let suit trouble denial eviction interruption or encumbrance whatsoever of or by him the said Thomas Preston his executors administrators and assigns or of or by any other person or persons claiming or to claim by from or under him or them and also that he the said Thomas Preston his executors administrators and assigns and all and every other person and persons lawfully claiming or to claim by from or under him or them shall and will from time to time and at all times hereafter during the space of 20 years next ensuing the date hereof at the reasonable request and at the proper costs and charges in the law of the said John Preston his executors administrators or assigns make do acknowledge levy execute and suffer or cause to be made done acknowledged levied executed and suffered all and every such further and other lawful and reasonable act and acts thing and things devices and assurances in the law whatsoever for the further better and more perfect assuring and confirming of all and singular the said premises mentioned to be hereby assigned with their appurtenances unto the said John Preston his executors administrators and assigns for and during all the rest and residue of the said term or terms of years yet to come and unexpired therein Be it by fine deed or otherwise as by the said John Preston his executors administrators or assigns or his or their counsel learned in the law shall be reasonably devised advised or required so as such further assurances or any of them do not contain any further or other covenants than such as are hereinabove contained and so as the person or persons required to make or execute the same be not compelled for the doing thereof to travel from their

respective habitations and the said Thomas Preston for himself his heirs executors administrators and assigns does covenant promise and agree to and with the said John Preston his executors administrators and assigns by these presents that he the said Thomas Preston has not done committed or willingly suffered any act matter or thing whereby or by reason whereof the said premises mentioned to be hereby assigned or any part thereof is or shall or may be impeached or encumbered in title charge estate or otherwise but that the same premises and every part thereof shall and may at all times hereafter be held and enjoyed and the rents and profits thereof received and taken by the said John Preston his executors administrators and assigns to his and their own use for and during all the rest and residue of the said term or terms of years yet to come and unexpired therein according to the tenor and true intent hereof without any let or interruption of or by the said Thomas Preston or any other lawfully claiming or to claim by from or under him them or any of them. **In witness** whereof the parties above named to the parts of these indentures have interchangeably set their hands and seals the day and year first above written 1725.

Thomas Preston

verso

Sealed and delivered (being written on triple sixpenny stamped parchment) and the within mentioned consideration of £190 actually paid by the within named John Preston to the said Thomas Preston as the within written deed does in import, in the side and presence of us

Roger Preston    Samuel Ward    jur

A memorial of the within written deed was registered at Wakefield the 28th day of January 1725 at 12 at Noon (in Lib. W pag. 442 ....561)

Fran. Lindley reg.

28 January 1725

Mr Thos. Preston to Mr John Preston

Conveyance of property called Lower Winskill in the Township of Langcliffe Com Ebor

**James Iveson, Isabell Hammond, Isabell Armistead and Thomas Stackhouse**

**This Indenture** made the 28th day of January and in the year of our Lord 1736 **between** James Iveson of Stainforth under Bargh in the parish of Giggleswick in the county of York linen weaver Isabell Hammond of Stainforth aforesaid widow and Isabell Armitstead of Stainforth aforesaid widow of the one part and Thomas Stackhouse of Winskill in the said parish of Giggleswick yeoman of the other part **witnesses** that the said James Iveson Isabell Hammond and Isabell Armitstead for and in consideration of the sum of £16 and 10 shillings of lawful British money to them some or all of them in hand well and truly paid by the said Thomas Stackhouse at and before the execution of these presents the receipt whereof they do hereby severally and respectively acknowledge **have** and each and every of them have granted bargained sold aliened assigned set over conveyed and confirmed and by these presents do fully and absolutely grant bargain sell alien assign set over convey confirm and [and] for ever quit claim unto the said Thomas Stackhouse his executors administrators and assigns **all** those three beastgates or cattlegates or herbage and grazing for three made beasts to go depasture feed and graze in upon and throughout all that stinted pasture called or known by the name of Catterig and the soil of ground thereunto belonging with all ways paths passages waters watercourses watering places walls hedges fences ditches liberties easements profits privileges rights members hereditaments and appurtenances whatsoever to the said granted and demised premises belonging or in any wise thereunto appertaining and all theirs the said James Iveson Isabell Hammond and Isabell Armitstead full and whole estate right title interest use possession occupation reversion and reversions remainder and remainders term and terms of years property claim and demand whatsoever of in or unto the same together with all deeds writings and evidences which they the said James Iveson Isabell Hammond and Isabell Armitstead or any of them have or can procure without suit in law touching or in any wise relating thereto all which said premises are situate lying and being within the township precincts and liberties of Stainforth aforesaid. **To have and to hold** the said three beastgates or cattlegates and the soil of ground thereunto belonging in upon and throughout all that stinted pasture called Catterig and all and singular other the above granted and demised or mentioned and intended to be hereby granted and demised premises with their and every of their appurtenances unto the said Thomas Stackhouse his executors administrators and assigns from and immediately after the day of the date of these presents for during and until the full end and expiration of all such terms and numbers of years as are yet unspent and to come therein or in any part or parcel thereof **yielding** paying doing and discharging all such rents dues duties suits and services as shall henceforth grow due and which of right are accustomed to be paid done and performed **and** the said James Iveson Isabell Hammond and Isabell Armitstead for themselves their heirs executors and administrators and every of them do covenant and promise grant and agree to and with the said Thomas Stackhouse his executors administrators and assigns and to and with every of them by these presents that they the said James Iveson Isabell Hammond and Isabell Armitstead or some or one of them at the very(?) time of the execution of these presents have in him or themselves full power good right lawful title and authority to grant bargain sell assign and set over the above granted premises with their appurtenances in manner and form aforesaid **and** that by force and virtue of these presents it shall and may be lawful to and for the said Thomas Stackhouse his



executors administrators and assigns into and upon the said demised premises to enter and the same peaceably and quietly to have hold use occupy possess and enjoy and receive and take the rents issues and profits thereof and of every part and parcel thereof without the lawful let suit trouble molestation eviction ejection denial hindrance or disturbance of them the said James Iveson Isabell Hammond and Isabell Armitstead or any of them or of any other person or persons whomsoever lawfully claiming by from or under them or any of them freed and cleared of and from all and all manner of former and other bargains sales gifts grants lease and leases mortgages extents judgments executions wills entails rents and arrearages of rents fines forfeitures issues amerciaments titles charges troubles expenses encumbrances and demands whatsoever the rents dues duties suits and services before mentioned always excepted and foreprised. **And** further also that they the said James Iveson Isabell Hammond and Isabell Armitstead their heirs executors and administrators and every or any of them shall and will within the space of 10 years now next coming make do acknowledge levy execute and suffer or cause to be made done acknowledged levied executed and suffered at and upon the reasonable request but at the costs and charges in the law of the said Thomas Stackhouse his executors administrators and assigns all and every such further and more lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better and more absolute assurance surety suremaking and conveying all and every the above granted and assigned premises with their appurtenances unto the said Thomas Stackhouse his executors administrators and assigns in manner and form aforesaid **be** it by matter in fact or matter of record or by any other lawful or reasonable ways or means whatsoever as by the said Thomas Stackhouse his executors administrators or assigns or any of them his their or any of their counsel learned in the laws of this kingdom shall in that behalf be lawfully and reasonably devised and advised or required. **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written.

James Iveson Isabel Hammond Isabel Armitstead her mark

Verso

Received the day and year within written of the within named Thomas Stackhouse the within mentioned sum of £16 and 10 shillings of lawful British money being in full satisfaction for the consideration money for the within granted premises

Signed and sealed and delivered being .... duly stamped in the presence of  
Rich. Redmayne Tho. Paley .... Lawson

Witness by us

Rich. Redmayne Tho. Paley .... Lawson

James Iveson Isabel Hammond the mark of Isabel Armitstead

January the 28th 1736

James Iveson and others unto Thomas Stackhouse three cattlegates on Catterig



**Lord 23 13 December 1739**  
**TLWD13**  
**John Armitstead and John Preston**

**This Indenture** made the 13th day of December in the 13th year of the reign of our sovereign Lord George II by the grace of God of Great Britain France and Ireland King defender of the faith and so forth and in the year of our Lord God 1739**between** John Armitstead of Stainforth under Bargh in the parish of Giggleswick in the county of York butcher of the one part and John Preston of Lower Trainhouse in the parish of Kirkby Malhamdale in the said county of York yeoman of the other part**whereas** Samuel Foster then of Langcliffe in the county of York schoolmaster and Richard Foster son and heir apparent of the said Samuel by their indenture of demise under their hands and seals duly executed bearing date on or about the second day of February in the year of our Lord 1651**did** for the considerations therein mentioned demise grant bargain sell alien assign set over and confirm unto Alice Clapham then of Stainforth under Bargh aforesaid widow deceased and to her executors administrators and assigns**all** that messuage or tenement with the appurtenances situate lying and being at Winskill within the township of Langcliffe aforesaid then in the possession of one Christopher Jacks with all houses buildings gardens tofts crofts closes lands meadows pastures commons beastgates sheepgates and appurtenances whatsoever to the said messuage tenement and premises belonging or in any wise appertaining. **To have and to hold** the said messuage or tenement lands and premises with the appurtenances unto the said Alice Clapham her executors administrators and assigns from the 15th day of March last past before the date of the said in part recited Indenture for and during all the rest residue and remainder then unspent and to come of a term of 500 years which said term of 500 years had commencement on or about the ninth day of February which was in the 27th year of the reign of our late sovereign Lady Elizabeth and the said Alice Clapham her executors administrators and assigns **yielding and paying** therefor yearly and every year during the remainder of the said term unto William Foster of Langcliffe aforesaid and William Armitstead of Rathmell their heirs executors or assigns the annual yearly rent of 40 shillings at the feasts of Pentecost and St Martin the Bishop in Winter by even and equal portions or within 10 days next after either of the feasts or days of payment as in and by the said in part recited indenture reference thereunto being had more fully and at large it does and may appear. **Whereas** the said Alice Clapham by force and virtue of the said in part recited indenture became lawfully entitled unto the said messuage or tenement lands and premises for the remainder of the said term of 500 years and she being so entitled thereunto did intermarry with Thomas Armitstead father of the said John Armitstead party to these presents and after the intermarriage of the said Thomas Armitstead with the said Alice Clapham he the said Thomas Armitstead in the right of the said Alice his then wife became lawfully entitled unto the said messuage or tenement lands and premises for the remainder of the said term of 500 years**and whereas** the said Thomas Armitstead by his Indenture of demise under his hand and seal duly executed bearing date on or about the 28th day of April in the year of our Lord 1686 did for the considerations therein mentioned demise grant bargain sell and alien assign set over and confirm unto the said John Armitstead his executors administrators and assigns **all** that the above recited messuage or tenement lands and premises with the appurtenances unto the said John Armitstead his executors administrators and assigns **to have and to hold** the said messuage or tenement lands and premises with the appurtenances unto the said John Armitstead his executors administrators and assigns

from the day of the date of the last in part recited indenture for and during all the rest residue and remainder then unspent and to come of the recited term of 500 years on the payment of the rent of 40 shillings yearly and every year during the remainder of the said term unto Josias Dawson of Langcliffe his heirs executors or assigns at the feasts or days of payment above mentioned as in and by the said last in part recited indenture reference thereunto being had more fully and at large it does and may appear. **Now this indenture witnesses** that the said John Armitstead for and in consideration of the full and just sum of £132 and 10 shillings of current British money to him the said John Armitstead in hand well and truly paid by the said John Preston at or before the execution of these presents the receipt whereof he the said John Armitstead does hereby acknowledge and thereof and of every part and parcel thereof does fully and absolutely acquit and discharge the said John Preston his heirs executors and administrators and every of them for ever by these presents **has** demised granted bargained sold aliened assigned and set over and by these presents does for and from him the said John Armitstead his heirs executors and administrators fully clearly and absolutely demise grant bargain sell alien assign set over and confirm unto the said John Preston his executors administrators and assigns **all** that the above recited messuage or tenement with the appurtenances situate lying and being at Winskill within the township of Langcliffe and county of York with all houses barns and buildings orchards gardens folds fronts and backsides thereunto belonging and all and singular the closes enclosures lands grounds pieces and parcels of ground and premises now commonly called and known by the several names of the Summerskill close, Bottom close Fellend Bottom, the Intack, the little close, the Fell and five beastgates or cattlegates or depasturing for 5 made beasts to go feed and depasture in upon and throughout all that stinted pasture close called Gorbeck and the ground and soil to the said several beastgates or cattlegates belonging all which said premises are situate lying and being within the township of Langcliffe aforesaid now in the possession of the said John Armitstead or his assigns and the same are to the said messuage or tenement belonging together with all and singular the ways waters watercourses watering places wellsprings liberties easements profits privileges rights members hereditaments and appurtenances whatsoever to the said messuage or tenement lands and premises belonging or in any wise appertaining **and** all the full and whole estate right title interest demand terms of years and time to come use possession reversion and reversions remainder and remainders claim and demand whatsoever of him the said John Armitstead his heirs executors and administrators and every of them of in and to the said premises and of in and to every part and parcel thereof together with the above in part recited indentures and all other deeds evidences and writings touching or in any wise relating only to the said premises or any part or parcel thereof now remaining in the hands or keeping of the said John Armitstead or in the custody or keeping of any other person or persons for him or to or for his use which can or may be procured without suit in law. **To have and to hold** the said messuage or tenement closes enclosures lands grounds pieces and parcels of ground beastgates or cattlegates and all and singular the premises above granted or mentioned meant or intended to be herein and hereby granted and assigned and every part and parcel thereof with their and every of their rights members hereditaments and appurtenances whatsoever together with the said in part recited indentures and all other deeds and writings touching or relating to the said premises only or any part or parcel thereof unto the said John Preston his executors administrators and assigns from and immediately after the day of the date of these presents for and during all the rest residue and remainder yet unspent and to come of the above recited term of 500

years and until the same be fully complete finished and ended without impeachment of waste **yielding and paying** therefor yearly and every year during the remainder of the said term unto William Dawson of Langcliffe Esq his heirs and assigns or to whom the same shall become due the annual or yearly rent of 40 shillings of lawful British money at the feast of Pentecost and St Martin the Bishop in Winter by even and equal portions or within 10 days next after either of the said feasts if the same be lawfully demanded and all other dues and duties rights and services hereafter lawfully and justly to become due and payable for and in respect of the above granted and assigned premises or any part or parcel thereof and the said John Armitstead does hereby for himself his heirs executors and administrators covenant promise and agree to and with the said John Preston his executors administrators and assigns and to and with every of them by these presents in manner and form following **that is to say** that he the said John Armitstead at the time of the sealing and delivery of these presents is and stands so lawfully possessed of and entitled unto the said messuage or tenement lands and premises with the appurtenances as that he has in himself full power good right lawful title and authority to demise grant bargain sell alien assign set over and confirm the said messuage or tenement lands and premises with the appurtenances unto the said John Preston his executors administrators and assigns in manner and form aforesaid and that by force and virtue of these presents it shall and may be lawful to and for the said John Preston his executors administrators and assigns peaceably and quietly to enter into and upon the said messuage or tenement lands and premises above granted and assigned and into and upon every or any part or parcel thereof and the same to have hold use occupy possess and enjoy and the rents issues and yearly profits thereof to receive and take to his and their own use and uses most benefit and advantage during the remainder of the said term of 500 years without the let suit trouble molestation eviction ejection denial hindrance claim or demand of him the said John Armitstead his heirs executors or administrators or of any other person or persons whomsoever lawfully claiming the same or any part or parcel thereof **and** that free and clear and freely and clearly acquitted exonerated and discharged or otherwise from time to time and at all times hereafter well and sufficiently saved kept harmless and indemnified by the said John Armitstead his heirs executors or administrators of and from all manner of former and other gifts grants bargains sales lease and leases mortgages jointures dowers titles of dowers judgments extents executions entails rents and arrearages of rents and of and from all other acts estates titles charges and encumbrances whatsoever (the above-mentioned rent of 40 shillings and all other dues and duties rights and services as aforesaid only and always excepted and foreprised) and further also that he the said John Armitstead his heirs executors administrators and assigns and all other person and persons having or lawfully claiming to have any estate right title or interest of in or out of the above granted and assigned premises or any part or parcel thereof shall and will at the request costs and charges in the law of the said John Preston his executors administrators or assigns at any time hereafter or during the space of 10 years next ensuing the date hereof make do acknowledge levy execute and suffer all and every such further lawful and reasonable act and acts thing and things devises assurances and conveyances in the law whatsoever for the further better and more absolute assurance surety suremaking and confirming of all and singular the above granted and assigned premises and every part and parcel thereof with the appurtenances and to the said John Preston his executors administrators and assigns for and during the remainder of the said term of 500 years as aforesaid be it by matter of deed or matter of record release or confirmation or by any other lawful or reasonable means or ways

whatsoever as by the said John Preston his executors administrators or assigns or any of them his their or any of their counsel learned in the laws of this kingdom shall in that behalf be lawfully and reasonably devised and advised or required. **In witness** whereof the parties abovesaid to these present indentures have interchangeably set their hands and seals the day and year first above written.

John Armitstead

Verso

Received the day and the year first within written of the within named John Preston by me the within named John Armitstead the within mentioned sum of £132 and 10 shillings of current British money in full payment of the consideration money for the within granted premises. I say received in full by me.

Sealed signed and delivered three sixpenny stamps then appearing duly affixed to the parchment in the presence of us.

The hand mark of Henry Lofthouse

Thomas Armitstead William Bentham

Witnesses. The hand mark of Henry Lofthouse

Thomas Armitstead Wm Bentham John Armitstead

A memorial of the within written deed was registered at Wakefield the 17th day of December 1739 at 10 in the forenoon in book NN page 75 and number 107

13th of December 1739

John Armitstead to John Preston conveyance of premises at Winskill

**This indenture** made the first day of November in the twentieth year of the reign of our sovereign lord George the second by the grace of god of Great Britain France and Ireland king defender of the faith and so forth and in the year of our lord god one thousand seven hundred and forty six **Between** James Iveson of Stainforth under Bargh in the parish of Giggleswick and the county of York linen weaver of the one part and John Preston of Winskill in the said parish of Giggleswick and county of York yeoman of the other part **witnesses** that the said James Iveson for and in consideration of the sum of five pounds six shillings and eightpence of lawful British money for him in hand well and truly paid by the said John Preston at the time of the execution of these presents receipt whereof he the said James Iveson does hereby acknowledge and thereof and of every part and parcel thereof does and fully and absolutely acquit and discharge the said John Preston his heirs executors and administrators and every of them for ever by these presents **has** demised granted bargained sold assigned transferred and set over and by these presents he the said James Iveson does for and from himself his heirs executors and administrators and every of them fully freely clearly and absolutely demise grant bargain sell assign transfer set over and confirm unto the said John Preston his executors administrators and assigns **all** that beastgate or cattlegate or herbage pasturing and feeding for one made beast or cattle to go feed and depasture in upon and throughout all that stinted pasture called Catrig and the ground and soil thereof together with all and singular ways paths passages waters watercourses well springs walls fences wastes mosses turbarry liberties easements rights members and appurtenances whatsoever to the said beastgate or cattlegate belonging or any wise appertaining **and** all his the said James Iveson's full and whole estate right title interest use possession occupation reversion and reversions remainder and remainders term and terms of years property claim and demand whatsoever of in to or out of the same together with all deeds evidences and writings which he the said James Iveson now has or can procure without suit in law solely touching or concerning the above granted or demised premises lying and being within the Liberties of Stainforth aforesaid now in the possession of the said James Iveson or his assigns and the same did formerly belong to one Robert Foster of Stainforth aforesaid deceased **To have and to hold** the said beastgate or cattlegate and the ground and soil thereof with all its rights members and appurtenances whatsoever unto the said John Preston his executors administrators and assigns to and for the only use and behoof of him the said John Preston his executors administrators and assigns from and immediately after the day of the date of these presents for and during the term of four hundred and thirty years and until the same be fully completed finished and ended and from and for the end and expiration of the said term of four hundred and thirty years then for and during the residue and remainder of such term or number of years as he the said James Iveson has in the same and that without impeachment of or for any manner of waste **yielding and paying** unto the Chief Lord or Lords of the fee or fees of the said premises the yearly rent of one peppercorn at the feast of Pentecost if the same be lawfully demanded and all other dues and duties in Neighbourhood for and in respect thereof **and** the said James Iveson does hereby for himself his heirs executors and administrators covenant promise grant and agree to and with the said John Preston his executors administrators and assigns and to and with every of them by these presents in manner and form following **That is to say** that he the said James Iveson at the time of the execution of these presents is the very true right and lawful owner of the said hereby granted and demised beastgate or

cattlegate and of every part thereof as that he has in himself full power good right true and lawful title and authority to demise grant bargain sell assign transfer set over and confirm the same unto the said John Preston his executors administrators and assigns in manner and form aforesaid and that by force and virtue of these presents it shall and maybe lawful to and for the said John Preston his executors administrators and assigns and every or any of them peaceably and quietly to enter into and upon the said hereby granted and demised premises with the appurtenances and the same to have hold use occupy possess and enjoy and the rents issues and yearly profits thereof to receive and take to his and their own use and uses for and during the above said term of four hundred and thirty years and from and after the end and expiration of the said term of four hundred and thirty years then for and during the residue and remainder of such term or number of years as he the said James Iveson has in the same and that without the loss suit trouble molestation eviction ejection denial hindrance disturbance claim or demand whatsoever of him the said James Iveson his executors administrators or assigns or any other person or persons whomsoever or whatsoever lawfully claiming or to claim the same premises or any part thereof **and** that freed and cleared of and from all former and other gifts grants bargains sales lease and leases assignments mortgages judgements extents and executions and of and from all former and other titles charges and incumbrances whatsoever (the rents dues and duties above mentioned only excepted and foreprized) **and lastly** that he the said James Iveson his heirs executors administrators and assigns and all and every other person and persons anything lawfully having or claiming to have any lawful or equitable estate or title into or out of the said granted and demised premises or into or out of any part thereof shall and will from time to time and at any time hereafter during the space of ten years next ensuing the date hereof at the reasonable request costs and charges in the law of the said John Preston his executors administrators or assigns make do acknowledge levy execute and suffer or cause or procure to be made done acknowledged levied executed and suffered all and every such further and other lawful and reasonable act and acts thing and things devises assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking and confirming the said premises and every part thereof with the appurtenances unto the said John Preston his executors administrators and assigns in manner and form aforesaid as by the said John Preston his executors administrators and assigns his or their counsel learned in the laws of this nation shall be lawfully and reasonably devised advised or required **In witness** whereof the parties above said to these present indentures have interchangeably sent their hands and seals the day and year first above written

*(Signed)* James Iveson *(red seal)*

*(Overleaf)* Signed sealed and delivered (three six penny stamps then appearing duly affixed to the parchment) in the presence of us

John Preston      William Bentham

Received the day and year first within written of the within named John Preston the within mentioned sum of five pounds six shillings and eightpence of lawful British money in full of the consideration money for the within granted premises I say received by me

Witnesses John Preston William Bentham James Iveson



**Lord 25 2 November 1756**

**James Starkie and Anthony Stackhouse**

This Indenture made the second day of November in the 30th year of the reign of our sovereign Lord George II by the grace of God of Great Britain and France and Ireland King defender of the faith and so forth and in the year of our Lord 1756 **between** James Starkie of Twiston in the county of Lancaster gentleman on the one part, and Anthony Stackhouse of Stainforth under Bargh in the parish of Giggleswick and county of York yeoman of the other part **witnesses** that for and in consideration of the sum of £62 14 shillings and sixpence of lawful money of Great Britain to the said James Starkie in hand paid by the said Anthony Stackhouse at or before the execution of these presents the receipt whereof is hereby acknowledged and for diverse other good causes and valuable considerations him the said James Starkie thereunto moving he the said James Starkie has bargained sold and demised and by these presents **does** bargain sell and demise unto the said Anthony Stackhouse all that one beastgate or grazing for one full-grown beast to go feed and depasture in upon and throughout all that stinted pasture called the great Cow Close and also two beastgates or grazing for two full-grown beasts or otherwise for three twinters or beasts called and well-known in the neighbourhood by that name to go feed and depasture in upon and throughout all that stinted pasture called the Over Close with the ground and soil thereof on the said respective stinted pastures to the said several and respected beastgates and twinter gates belonging or appertaining according to the present method of stinting thereon which said several stinted pastures are situate lying and being within the township precincts and liberties of Langcliffe aforesaid together with all and singular ways wastes paths passages waters watercourses hedges, fences trees woods underwoods commons, common of pasture and turbary easements profits privileges advantages hereditaments and appurtenances whatsoever to the said beastgates and premises belonging or in any wise appertaining and the reversion and reversions remainder and remainders and all yearly and other rents issues and profits thereof and of every part thereof and all the estate right title and interest inheritance equity and benefit of redemption use trust property possession claim and demand whatsoever of him the said James Starkie both at law and in equity of in to or out of the same and every part thereof. **To have and to hold** the said beastgates twintergates and premises hereinbefore mentioned and intended to be hereby demised unto the said Anthony Stackhouse his executors administrators and assigns from the date next before the day of the date of these presents for during and until the full end and term of one whole year from thence next ensuing and fully to be complete and ended **yielding and paying** therefor unto the said James Starkie and his assigns the rent of one peppercorn at the feast of Pentecost only if demanded to the intent that by the virtue of these presents and by force of the Statute made for transferring of uses into possession the said Anthony Stackhouse may be in the actual possession of all and singular the said premises and be enabled thereby to accept of a grant and release of the reversion and inheritance thereof to him his heirs and assigns for ever. **In witness** whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Jas Starkie    Anthony Stackhouse

verso

Sealed and delivered in the presence of us

M Carr Wm Sadler

Sealed and delivered by the within named Anthony Stackhouse in the presence of us

Mary Broclebank David Swaill (?)

November 2nd 1756

Mr James Starkie to Anthony Stackhouse lease for a year

A memorial of the within written deed was registered at Wakefield the 14th day of December 1758 at 10 in the forenoon in Book AR page 114 and number 158

**Lord 26 3 November 1756**

**James Starkie and Anthony Stackhouse**

**This Indenture** made the third day of November in the 30th year of our sovereign Lord George II, by the grace of God of Great Britain and France and Ireland King defender of the faith and so forth, and in the year of our Lord God 1756. **Between** James Starkie of Twiston in the county of Lancaster, gentleman, on the one part, and Anthony Stackhouse of Stainforth under Bargh in the parish of Giggleswick and county of York yeoman, of the other part, **witnesses** that for and in consideration of the sum of £62 -14 shillings and sixpence of lawful money of Great Britain to the said James Starkie in hand paid by the said Anthony Stackhouse, at or before the execution of these presents the receipt whereof is hereby acknowledged, he the said James Starkie **has** granted, bargained, sold, aliened, released, and confirmed, and by these presents **does** grant, bargain, sale, alien, release, and confirm unto the said Anthony Stackhouse in his actual possession now being by virtue of a bargain and sale to him thereof made by Indenture bearing date the day next before the day of the day of these presents, and force of the statute made for transferring of uses into possession, and to his heirs and assigns, all that one beastgate with grazing for one full grown beast to go feed and depasture in upon and throughout all that stinted pasture called the Great Cow close, and also two beastgates with grazing for two grown beasts, or otherwise, or three twinters or beasts called and well-known in the neighbourhood by that name to go feed and depasture in, upon, and throughout all that stinted pasture called the over Close with the ground soil thereof on the said respective stinted pastures to the said several and respective beastgates and twinter gates belonging or appertaining, according to the present method of stinting thereon, which said several stinted pastures are situate, lying, and being within the township precincts and liberties of Langcliffe aforesaid together with all and singular ways, wastes, paths, passages, waters, watercourses, hedges, fences, ditches, trees, woods, underwoods, commons, common of pasture, and turbary easements, profits, privileges, advantages, hereditaments, and appurtenances whatsoever to the said several and respective beastgates and premises belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, and all yearly and other rents, issues, and profits thereof and of every part thereof, and all the estate right, title and interest inheritance, equity and benefit of redemption, use, trust, property, possession, claim, and demand whatsoever of him the said James Starkie both at law and in equity of, in, to, or out of the same, or any part thereof, and also all deeds, evidences and writings touching or concerning the same premises only, or only any part or parts thereof, and true copies of all such other deeds, evidences and writings as touch or concern the same premises or any part or parts thereof jointly with any other tenements or hereditaments now in the hands, custody, or power of him the said James Starkie, or any [any] other person or persons in trust for him, or which he can come at without suit at law or in equity, such copies to be made or written out at the proper costs and charges of the said Anthony Stackhouse his heirs or assigns. **To have and to hold** the said several and respective beastgates twintergates and premises with the appurtenances unto the said Anthony Stackhouse his heirs or assigns to the only proper use and behoof of the said Anthony Stackhouse his heirs and assigns for ever. **And** the said James Starkie for himself his heirs, executors, and administrators and for each and every of them **does** hereby covenant, promise, grant, and agree with the said Anthony Stackhouse his heirs and assigns in manner following, (that is to say) that he

the said James Starkie at the time of the execution of these presents is seized in fee simple absolutely of and in all and every the said hereby, or intended to be hereby granted and conveyed premises with the appurtenances, and that he has not at any time heretofore, had, made, done, committed, omitted, executed, or suffered any act, matter, deed, or thing whatsoever whereby, or by reason or means whereof all or any part thereof is, are, can, shall, or maybe impeached, charged, or encumbered in title charge, estate or otherwise howsoever **and** that he the said James Starkie now has in himself good right, full power, lawful and absolute authority to grant, release, and convey the said beastgates and twintergates and premises with their and every of their appurtenances unto the said Anthony Stackhouse his heirs and assigns for ever, in manner and form aforesaid **and** that it is, shall, and may be lawful to and for the said Anthony Stackhouse his heirs and assigns peaceably and quietly from time to time, and at all times for ever hereafter to enter into have, hold, use, occupy, possess, and enjoy all and every the said hereby, or intended to be hereby conveyed beastgates, twintergates and premises and every part and parts thereof with the appurtenances and the rents, issues, and profits thereof to receive and take, to his and their own proper use and uses, without any the lawful let, suit trouble, molestation, eviction, ejection, hindrance, disturbance, denial, claim, or demand whatsoever of, or by him the said James Starkie his heirs, executors, administrators or assigns, or any other person or persons whomsoever, lawfully claiming or to claim by, from, or under him, them, or any of them, and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other gifts, grants, bargains, sales, legacies, leases, wills, entails, jointures, dowers and title of dower, thirds, widow rights, mortgages, judgments, executions, extents, fines, forfeitures, seizures, actions, suit, cause and causes of forfeiture seizure, action and suits, escheats, amerciements, rents, arrears of rent, estates, titles, trusts, troubles, charges, and encumbrances whatsoever, heretofore had, made done, committed, omitted, executed, or suffered by the said James Starkie, or any other person, or persons whomsoever lawfully claiming or to claim by from or under, him, them, or any of them (the usual and accustomed rents and services to the Lord of the fee only excepted). **And** that he the said James Starkie his heirs, executors, administrators and assigns, and all and every other person and persons whomsoever now having or lawfully claiming, or who shall or may have, or lawfully claim any estate, right, title, or interest, of, in, to, or out of the said hereby granted beastgates twintergates and premises or any part or parts thereof by, from, or under him, them, or any of them shall and will from time to time, and at all times hereafter at the request, costs and charges in the law of the said Anthony Stackhouse his heirs or assigns make, do, levy, execute, acknowledge, and suffer, or cause or procure to be made, done, levied, executed and suffered all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever for the further better more perfect and absolute granting, conveying, and assuring of all the said premises, and every part and parcel thereof with the appurtenances, unto and to the use of the said Anthony Stackhouse his heirs and assigns for ever, and to, and for no other use, intent, or purpose whatsoever, as by the Counsel of the said Anthony Stackhouse learned in the laws of this realm shall be reasonably advised, devised, and required. **In witness** whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Jas. Starkie    Anthony Stackhouses (sic)

verso

Sealed and delivered in the presence of us

M Carr

Willm Sadler

Sealed and delivered by the within named Anthony Stackhouse in the presence of us  
Mary Broclebank David Swaill (?) sworn

Received the day and year first within written of the within named Anthony  
Stackhouse the sum of £62 14 shillings and sixpence of lawful money of Great Britain  
being the consideration money within mentioned to be by him paid unto me. I say  
received the same in full by me

Jas Starkie

Witnesses

M Carr Willm Sadler

Mr Starkie to Mr Anthony Stackhouse Release

A memorial of the within written deed was registered at Wakefield the 14th day of  
December 1758 and 10 in the forenoon in book AR page 114 and Number 158

**Lord 27 4 May 1768**

**Anthony Stackhouse and Bernard Preston**

**This Indenture** made the fourth day of May in the eighth year of the reign of our sovereign Lord George III by the grace of God of Great Britain, France and Ireland King defender of the faith and so forth and in the year of our Lord 1768**between** Anthony Stackhouse of Stainforth under Bargh in the county of York yeoman of the one part and Bernard Preston of Windscale in the township of Langcliffe and said county of York yeoman of the other part**witnesses** that the said Anthony Stackhouse for and in consideration of the sum of £23 of lawful money of Great Britain to him well and truly in hand paid by the said Bernard Preston at or before the execution of these presents, the receipt whereof he the said Anthony Stackhouse does hereby acknowledge and thereof and of and from every part thereof does acquit, release and discharge the said Bernard Preston his heirs executors and administrators and every of them by these presents and for diverse other good causes and valuable considerations him the said Anthony Stackhouse thereunto moving**has** granted, bargained, sold, demised, assigned, transferred and set over and by these presents does grant, bargain, sell, demise assign, transfer and set over unto the said Bernard Preston his executors, administrators and assigns **all that** one beastgate or cattlegate or herbage, grazing and pasture for one full made beast to go, graze, feed, lie and depasture in upon and throughout all that stinted pasture in the township of Langcliffe and county aforesaid called the Cow Close with a proportionable part of the ground and soil on the said pasture to the said beastgate or cattlegate belonging and also all the full and whole estate, right, title, interest, use, trust, possession, property, claim and demand whatsoever both at law and equity of him the said Anthony Stackhouse of, in, to or out of the same or any part thereof together with all deeds, evidences and writings solely relating thereunto now in the custody or power of the said Anthony Stackhouse or which he can come by without suit at law or in equity. **To have and to hold** the said beastgate or cattlegate and all and singular other the premises hereby granted and demised or intended so to be unto the said Bernard Preston his executors, administrators and assigns from the day next before the day of the date of these presents for, during and unto the full end and term of 5000 years from thence next ensuing and fully to be completed and ended. **And** the said Anthony Stackhouse does hereby for himself his heirs, executors and administrators covenant, promise, grant and agree to and with the said Bernard Preston his executors administrators and assigns in manner and form following, that is to say, that he the said Anthony Stackhouse has not at any time or times heretofore made, done, committed, omitted or knowingly or willingly suffered any act, matter or thing whatsoever whereby or by means or reason whereof the said premises hereby granted and demised or intended so to be, or any part thereof is, are, shall or may be impeached, charged or encumbered in title, charge, estate or otherwise howsoever. **In witness** whereof the said parties to these presents have hereto interchangeably set their hands and seals the day and year first above written.

Anthony Stackhouses (sic)

verso

Sealed and delivered in the presence of us

Chris Packard Rob Tipping

Received the day and year first within written of the within named Bernard Preston  
the within mentioned sum of £23 being the full consideration within mentioned to be  
paid to me I say received by me

Witness

Chris Packard Rob Tipping Anthony Stackhouses

4 May 1768

Stackhouse to Preston assignment of a beastgate on Cow Close

**Lord 28 21 April 1768**

**Christopher Picard, Thomas Paley and Anthony Stackhouse**

**This Indenture** made the 21st day of April in the eighth year of the reign of our sovereign Lord George III by the grace of God of Great Britain, France and Ireland King defender of the faith and so forth and in the year of our Lord 1768**between** Christopher Picard the younger of Settle in the county of York gentleman and Thomas Paley of Langcliffe in the said county gentleman of the one part and Anthony Stackhouse of Stainforth under Bargh in the county aforesaid yeoman of the other part **witnesses** that the said Christopher Picard and Thomas Paley for and in consideration of the sum of five shillings apiece of lawful money of Great Britain to them in hand well and truly paid by the said Anthony Stackhouse at or before the execution of these presents, the receipt whereof is hereby acknowledged, have and each of them have bargained and sold and by these presents do and each of them do bargain and sell unto the said Anthony Stackhouse his executors, administrators and assigns all those seven beastgates and 1/12 part of one other gate and the ground and soil thereto belonging in, upon and throughout all that stinted pasture called the Cow Close situate within the township of Langcliffe aforesaid and also all those 17 twintergates and the ground and soil thereof in, upon and throughout all that stinted pasture called the Over Close in the said township of Langcliffe. **To have and to hold** the said beastgates, and twintergates with the ground and soil thereto belonging hereby bargained and sold or intended so to be unto the said Anthony Stackhouse his executors administrators and assigns on the day next before the day of the date of these presents for, during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended **yielding and paying** therefor unto the said Christopher Picard and Thomas Paley and each of them, their and each of their heirs or assigns the rent of one peppercorn only at the feast of Pentecost if demanded, to the intent that by virtue of these presents and by force of the Statute for the transferring of uses into possession, the said Anthony Stackhouse may be in the actual possession of the said premises and be enabled thereby to accept and take a grant and release of the reversion and inheritance thereof to him his heirs and assigns for ever. **In witness** whereof the said parties to these presents have hereto interchangeably set their hands and seals the day and year first above written.

Chris Picard jun Thos Paley

verso

Sealed and delivered in the presence of us

Jane Picard jun Robert Tipping sworn

A memorial of the within written deed was registered at Wakefield the eighth day of June 1768 near eight in the evening in Book .... page 243 and number 284

21 April 1768

Picard junior and another to Stackhouse lease for a year





**Lord 29 22 April 1768**

**Christopher Picard, Thomas Paley and Anthony Stackhouse**

**This Indenture** made the 22nd day of April in the eighth year of the reign of our sovereign Lord George III by the grace of God of Great Britain France and Ireland King defender of the faith and so forth and in the year of our Lord 1768**between** Christopher Picard the younger of Settle in the county of York gentleman of the first part, Thomas Paley of Langcliffe in the said county gentleman of the second part and Anthony Stackhouse of Stainforth under Bargh in the said county of York yeoman of the third part. **Whereas** by Indentures of lease, release and assignment, the lease bearing date the first and the release and assignment the second days of February last past, the lease made between Matthew Wilson Esq and John Richardson Mercer Nicholas Coulthurst and Mabella his wife and Thomas Salisbury and Mary his wife of the one part and the said Christopher Picard the younger of the other part, and the release and assignment made between the said Matthew Wilson and John Richardson of the first part, the said Nicholas Coulthurst and Mabella his wife and Thomas Salisbury and Mary his wife of the second part, Henry Roberts, Christopher Picard the elder, John Place, Henry Town, Richard Foster, the said Anthony Stackhouse and Thomas Paley, Mary Peart, Christopher Armitstead and William Birkbeck of the third part and the said Christopher Picard the younger of the fourth part, after reciting as therein is recited **it is** witnessed that the said Matthew Wilson and John Richardson (by and with the consent, direction and approbation of the said Nicholas Coulthurst and Mabella his wife and Thomas Salisbury and Mary his wife and at the nomination and appointment of the said Henry Roberts and other the said parties of the third part, testified as therein is mentioned) for the considerations therein mentioned**did** bargain, sell, alien and release, and the said Nicholas Coulthurst and Mabella his wife and Thomas Salisbury and Mary his wife**did** grant, ratify and confirm unto the said Christopher Picard the younger his heirs and assigns (amongst other lands and tenements therein mentioned) all those seven beastgates and 1/12 part of one other gate with the ground and soil thereto belonging in, upon and throughout all that stinted pasture called the Cow close situate, lying and being within the said township of Langcliffe and also all those 17 twintergates with the ground and soil thereof in, upon, and throughout all that stinted pasture called the Over close in the township of Langcliffe aforesaid **to hold** to the said Christopher Picard the younger his heirs and assigns for ever. **In trust** nevertheless and to the end and intent that the said Christopher Picard the younger should convey the said premises to the several and respective purchasers thereof and in the meantime and until such conveyances should be made and executed, should stand seized of the said seven beastgates and 1/12 part of one other gate with the ground and soil thereto belonging to the use of the said Anthony Stackhouse (being the purchaser thereof) his heirs and assigns for ever, and of the said 17 twintergates with the ground and soil thereto belonging to the use of the said Thomas Paley (being the purchaser thereof) his heirs and assigns for ever as by the said in part recited indentures relation being thereunto had more fully and at large does and may appear. **Now this indenture witnesses** that in order to carry the said trust into execution and for and in consideration of the sum of five shillings apiece of lawful money of Great Britain to them the said Christopher Picard the younger and Thomas Paley well and truly in hand paid by the said Anthony Stackhouse at or before the execution of these presents, the receipt whereof they the said Christopher Picard the younger and Thomas Paley who hereby severally and respectively

acknowledge and for diverse other good causes and valuable considerations them thereunto severally and respectively moving he the said Christopher Picard the younger (by and with the consent direction and appointment of the said Thomas Paley, testified by his being made a party to and executing these presents)**has** bargained, sold, aliened and released and the said Thomas Paley**has** ratified and confirmed and the said Christopher Picard the younger by these presents**does** (by and with the like consent, direction and appointment of the said Thomas Paley, testified as aforesaid) bargain, sell, alien and release, and the said Thomas Paley**does** ratify and confirm unto the said Anthony Stackhouse (in his actual possession now being by virtue of a bargain and sale to him thereof made for one whole year by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for the transferring of uses into possession) and to his heirs and assigns**all those** the said seven beastgates and 1/12 part of one other gate and the ground and soil thereto belonging in, upon and throughout all that the said stinted pasture called the Cow Close situate within the township of Langcliffe aforesaid and also all those the said 17 twintergates and the ground and soil thereof in, upon and throughout all that the said stinted pasture called the Over close in the said township of Langcliffe together with the tithes of calf, wool and lamb arising thereout and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof and also all the estate, right, title, interest, use, trust, possession, property, claim and demand whatsoever both at law and in equity of them the said Christopher Picard and Thomas Paley or either of them of, in, or out of the same or any part thereof together with all deeds, evidences and writings solely relating thereunto now in the custody or power of the said Christopher Picard and Thomas Paley or either of them or which they or either of them can come by without suit at law or in equity**to have and to hold** the said beastgates, twintergates with the ground and soil thereto belonging and all and singular other the premises hereby released or intended so to be unto the said Anthony Stackhouse his heirs and assigns. To the only proper use and behoof of the said Anthony Stackhouse his heirs and assigns for ever and to and for no other use, intent or purpose whatsoever. In witness whereof said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Chris Picard jun Thos Paley

verso

Sealed and delivered in the presence of us  
Jane Picard jun Rob Tipping sworn

A memorial of the within written deed was registered at Wakefield the eighth day of June 1768 near eight in the evening in Book ... page 243 and number 284

22 April 1768

Picard jun and another to Stackhouse release

**Lord 30 12 January 1778**

**Thomas Preston, Stephen Langstroth, William Procter**

**To all to whom these presents shall comewe** Thomas Preston of Lingber in the township of Hellifield in the parish of Long Preston and the county of York yeoman Stephen Langstroth of Westside houses in Malham Moor in the parish of Kirkby in Malhamdale in the said county of York yeoman and William Procter of Malham in the parish of Kirkby in Malhamdale and county aforesaid yeoman and Sarah his wife send greeting. **Whereas** John Preston late of Winskill in the parish of Giggleswick and county of York aforesaid yeoman deceased did in and by his last will and Testament by him duly executed bearing date on or about the 31st day of July which was in the year of our Lord 1775 (amongst other legacies and bequests therein mentioned) give and bequeath unto his son Thomas Preston the sum of £40 to his daughter Alice Langstroth the sum of £30 and to his daughter Sarah Procter the sum of £20 all which said several legacies or sums of money he willed that and ordered should be paid to the said respective legatees within 12 months next after his decease, and he did thereby subject and charge all and every his messuages and premises situate at Winskill aforesaid with the payment of the said legacies accordingly, and of his said will he appointed his son Bernard Preston sole executor as in and by the said will reference thereto being had will more fully and at large appear. **And whereas** the said Stephen Langstroth married the said testator's daughter Alice Langstroth and the said William Procter married the said testator's other daughter Sarah Procter (two of the legatees named in the above in part recited will) and the said Alice Langstroth is lately dead and therefore the said Thomas Preston in his own right, the said Stephen Langstroth in the right of the said Alice Langstroth his late wife deceased and the said William Procter and Sarah his wife in the right of her the said Sarah Procter are now under and by virtue of the said in part recited will become severally entitled to the said legacies or sums of money so given and bequeathed to them respectively in and by the said will as aforesaid. **Now know you** that we the said Thomas Preston Stephen Langstroth and William Procter and Sarah his wife do hereby for ourselves severally and respectively and not jointly acknowledge testify and declare that we have actually had and received at or before the sealing and delivery of these presents of and from Bernard Preston of Lower Trainhouse in Malham Moor in the parish of Kirkby in Malhamdale aforesaid yeoman (the executor appointed in and by the said recited will of the said John Preston deceased and also the devisee therein named of the messuage and premises situate at Winskill aforesaid) all our several and respective legacies or sums of money so given and bequeathed to the said Thomas Preston Alice Langstroth and Sarah Procter respectively in and by the said in part recited will of the said John Preston deceased as aforesaid, and that the same are now paid to us respectively in full discharge and satisfaction thereof and therefore in consideration thereof we the said Thomas Preston Stephen Langstroth and William Procter and Sarah his wife do hereby for ourselves and each and every of us severally and respectively and not jointly and for each and every of our several and respective heirs executors and administrators and not for the heirs executors and administrators of one another remise release and for ever quit claim unto the said Bernard Preston his heirs executors administrators and assigns all legacy and legacies sum and sums of money debts dues claims and demands whatsoever which any of us respectively in our own rights or in the rights of our respective wives or any other person or persons on our respective accounts for our respective benefits now have or which they or any of them

their or any of their heirs executors and administrators at any time or times hereafter can or may have claim challenge or demand against the said Bernard Preston his heirs executors administrators or assigns or into or out of the said messuage and premises situate at Winskill aforesaid devised in and by the said will of the said John Preston our late father deceased or any part thereof under and by virtue of the said will or otherwise howsoever so that neither we the said Thomas Preston Stephen Langstroth and William Proctor and Sarah his wife nor our several and respective heirs executors administrators or assigns nor any of us shall or may at any time hereafter have claim challenge or demand any estate right title or interest of in to or out of the said messuage and premises situate at Winskill aforesaid or any part thereof but of and from all and every action right estate title interest claim or demand of in or to the said premises or any part thereof shall be for ever utterly excluded and debarred by these presents. **In witness** whereof we have hereunto interchangeably set our hands and seals the 12th day of January in the year of our Lord 1778.

Stephen Langstroth Thomas Preston William Proctor Sarah Proctor her mark

Sealed and delivered by the within named William Proctor and Sarah his wife in the presence of  
John Parkinson Sam Preston

Sealed and delivered by the within named Thomas Preston in the presence of  
Thomas Procter Roger Preston

Sealed and delivered by the within named Stephen Langstroth in the presence of  
John Parkinson Willm Preston

January the 12th 1778

Thomas Preston and others to Bernard Preston release of legacies

**LORD 31 4 March 1790**

**Gilbert Harrison and Thomas Procter**

**This Indenture** made the fourth day of March in the 30th year of the reign of our sovereign Lord George III by the grace of God of Great Britain France and Ireland King defender of the faith etc. and in the year of our Lord 1790 **between** Gilbert Harrison of Clapham in the county of Surry (?) Esq of the one part and Thomas Procter of the Strand in the parish of St Mary le Strand and in the county of Middlesex painter of the other part. **Whereas** by indenture of lease and a release bearing date respectively the fifth and sixth days of June which was in the year of our Lord 1788 and made for and expressed to be made between the said Thomas Procter of the one part and the said Gilbert Harrison of the other part in consideration of the sum of £400 of lawful money of Great Britain paid by the said Gilbert Harrison to the said Thomas Procter so the said Thomas Procter did grant bargain sell release and confirm unto the said Gilbert Harrison (amongst other hereditaments and premises) the reversion or remainder in fee simple expectant upon and to take effect in possession from and immediately after the death of Margaret Stackhouse of Langcliffe in the county of York widow late Margaret Geldard widow of and in all that messuage or tenement in the parish of Langcliffe aforesaid in the said county of York in the tenure or occupation of the said Margaret Stackhouse and of and in the several closes fields pieces or parcels of land hereditaments and premises thereunto belonging or therewith held which said messuage or tenement and premises were late the estate of Robert Procter late of Settle in the county of York Innholder deceased and by his last will and Testament devised to the said Thomas Procter his heirs and assigns from and after the death of the said Margaret Stackhouse late Geldard and of and in all and singular houses outhouses edifices buildings barns stables yards gardens orchards ways paths passages lights easements privileges profits commodities advantages emoluments hereditaments and appurtenances whatsoever to the said messuage or tenement and premises respectively belonging or in any wise appertaining or therewith or with any of them or any part or parts thereof usually let held or enjoyed or accepted reputed deemed taken or known as part parcel or member thereof or any part thereof to hold the said reversion or remainder in fee simple unto and to the use of the said Gilbert Harrison his heirs and assigns for ever. Subject nevertheless to a proviso or condition in the said indenture of release contained for redemption of the same premises on payment by the said Thomas Procter his heirs executors administrators or assigns to the said Gilbert Harrison his executors administrators or assigns of the sum of four hundred pounds with interest for the same after the rate of five pounds per cent per annum on a day therein mentioned which is since past. **And whereas** the said Thomas Procter having contracted and agreed or intending to sell and dispose of the said reversion or remainder in fee simple expectant as aforesaid of and in the beastgates or cattlegates twintergates sheepgates horsegate and parts thereof with the ground and soil thereof and other the premises herein after mentioned being part and parcel of and appurtenant to his aforesaid reversionary estate and premises as comprised in the said recited indenture of release or mortgage and for that purpose has requested the said Gilbert Harrison to release and convey the said premises to him in manner herein after mentioned freed and discharged from the said recited mortgage and which he has consented and agreed to do and as concerning the remaining premises comprised in such mortgage to be an ample security for the aforesaid mortgage money and interest. **Now this indenture witnesses** that in pursuance of the said agreement and for and in consideration of the sum of five shillings or lawful money of Great Britain by the said Thomas Procter to the said Gilbert Harrison immediately before the sealing and delivery of these presents paid the receipt whereof the said Gilbert Harrison does hereby acknowledge he the said Gilbert Harrison **has** granted bargained sold released and confirmed and by these presents does grant bargain sell release and confirm unto the said Thomas Procter and to his heirs and assigns the reversion or remainder in fee simple expectant upon and to take effect in possession from and immediately after the death of the said Margaret Stackhouse of and in **all** that one beastgate or cattlegate and of and in three fourth parts of one beastgate or cattlegate or herbage grazing and

depasturage for one full made beast and of and in three fourth parts of one beastgate in and upon a certain stinted pasture called the Cow Close with a proportionable part of the ground and soil thereof upon a division to be made of the said stinted pasture under an Act of Parliament lately obtained and also of and in two twintergates in and upon a certain stinted pasture called the Overclose with a proportionable part of the ground and soil thereof upon the division of the said last mentioned pasture and also of and in fourteen sheepgates in and upon a certain other stinted pasture called Langcliffe Scarr with a proportionable part of the ground and soil thereof upon the division of the said last mentioned pasture and of and in four acres or four fifth parts of one horse gate with the ground and soil thereof upon Daw Haw all which said premises were lately estate and inheritance of the said Thomas Geldard deceased and are situate lying and being within the township of Langcliffe aforesaid together with all and singular ways paths passages waters watercourses commons common of pasture easements rights privileges advantages emoluments hereditaments and appurtenances whatsoever to the said beastgates sheepgates and premises hereby granted and released in reversion as aforesaid belonging or in any wise appertaining or therewith or to or with any part or parts thereof usually let held occupied or enjoyed or accepted reputed deemed taken or known as part parcel or member thereof or of any part thereof and the reversion and reversions remainder and remainders rents issues and profits thereof and every part thereof and all the estate right title interest use trust property claim and demand whatsoever of him the said Gilbert Harrison in to or out of the said premises and every or any part or parcel thereof. **To have and to hold** the said reversion or remainder in fee simple of and in the said beastgates sheepgates with the ground and soil thereof and all and singular other the hereditaments and premises mentioned and intended to be hereby granted and released as aforesaid with their and every of their appurtenances unto the said Thomas Procter his heirs and assigns to the only proper use and behoof of the said Thomas Procter his heirs and assigns for ever freed acquitted and discharged from the said recited mortgage and of and from all encumbrances whatsoever committed or done by the said Gilbert Harrison. And the said Gilbert Harrison for himself his heirs executors and administrators does hereby covenant promise and agree to and with the said Thomas Procter his heirs and assigns that he the said Gilbert Harrison has not at any time heretofore made done or committed or wittingly or willingly suffered to be done or committed any act matter or thing whatsoever whereby or by means whereof the said reversion or remainder in fee simple hereditaments and premises herein before mentioned and intended to be hereby granted and released or any part thereof is are can shall or maybe in any wise impeached charged or encumbered in title charge estate or otherwise howsoever. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day year first above written.

Gilbert Harrison

Sealed and delivered (being first duly stamped) by the within named Gilbert Harrison in the presence of

John Lamb vicar of Banbury sworn by affidavit

George Brown of Shelswell surgeon

Dated 4th March 1790 Gilbert Harrison Esqr to Mr Procter

Grant and Release of the Reversion in fee simple of certain gates and premises in Langcliffe in the county of York

Memorial of the within written deed was registered at Wakefield 17th day of June 1790 at 9 in the forenoon in Book ?? page 40? and number 544

## **LORD 32a 25 March 1790**

**This Indenture** made the 25th day of March in the year of our Lord 1790 and in the 30th year of the reign of his Majesty King George III between Thomas Procter of the city of London limner only son heir at law and devisee (as to the cattlegates and premises hereinafter mentioned) of Robert Procter late of Settle in the county of York innholder deceased and which said Robert Procter was the devisee of Thomas Geldard late of Langcliffe in the said county of York yeoman deceased and Margaret Stackhouse of Langcliffe aforesaid late widow of the said Thomas Geldard deceased of the one part and Anthony Stackhouse of Winskill in the parish of Giggleswick in the said county of York gentleman of the other part **witnesses** that the said Thomas Procter and Margaret Stackhouse for and in consideration of the sum of five shillings of lawful money of Great Britain to them in hand respectively paid by the said Anthony Stackhouse at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Thomas Procter and Margaret Stackhouse have and each of them have bargained and sold and by these presents do and each of them do bargain and sell unto the said Anthony Stackhouse his executors administrators and assigns all that one beastgate or cattlegate and three fourths parts of one beastgate or cattlegate or herbage grazing and depasturage for one full made beasts and three fourths parts of one beastgate in and upon a certain stinted pasture called the Cow Close with a proportionable part of the ground and soil thereof upon a division to be made of the said stinted pasture under an Act of Parliament lately obtained, also two twinter gates in and upon a certain other stinted pasture called the Over Close with a proportionable part of the ground and soil thereof upon the division of the said last mentioned pasture, also 14 sheepgates in pasture, and four acres or four fifth parts of one horse gate with the ground and soil thereof upon Daw Haw all which said premises were late the estate and inheritance of the said Thomas Geldard deceased and are situate lying and being within the township of Langcliffe aforesaid. **Together** with all and singular ways paths passages waters watercourses commons common of pasture easements rights liberties profits privileges advantages emoluments hereditaments and appurtenances whatsoever to the said beastgates sheepgates and premises hereby bargained and sold belonging or in any wise appertaining or therewith or with any part thereof occupied and accepted reputed deemed taken or known as part parcel or member of the same or any part thereof and the reversion and reversions remainder and remainders rents issues and profits thereof and of every part thereof **to have and to hold** the said beastgates and sheepgates with the ground and soil thereof and all and singular other the hereditaments and premises hereinbefore bargained and sold or mentioned or intended so to be and every part thereof with their and every of their appurtenances unto the said Anthony Stackhouse his executors administrators and assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be completed and ended yielding and paying therefore unto the said Thomas Procter and Margaret Stackhouse their heirs and assigns the rent of one peppercorn only at the feast of St Michael the Archangel next ensuing the date hereof if the same shall be lawfully demanded. To the intent that by virtue of these presents and by force of the statute made for transferring uses into possession he the said Anthony Stackhouse may be in the actual possession of all and singular the said premises above bargained and sold with the appurtenances and be enabled thereby to accept and take of a grant and release of the reversion and inheritance thereof to him and his heirs to and for such uses intents and purposes as



are mentioned expressed and declared in a certain Indenture or release intended to bear date the day next after the date of these presents and made between the said Thomas Procter of the first part the said Margaret Stackhouse of the second part the said Anthony Stackhouse of the third part James Foster of Stainforth under Bargh in the parish of Giggleswick aforesaid gentleman of the fourth part and Thomas Paley of Langcliffe aforesaid gentleman of the fifth part. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Thomas Procter   Margaret Stackhouse her mark and seal

verso

Sealed and delivered by the within named Thomas Procter in the presence of us  
William Carr sworn     Mr Hartley

Sealed and delivered by the within named Margaret Stackhouse in the presence of us  
Catterson Paley     William Carr

Memorial of the within written deed was registered at Wakefield the 17th day of June 1790 at nine in the forenoon in book..... page 408 and number 545

25th of March 1790

Mr Thomas Procter

unto

Mr Anthony Stackhouse

Bargain and sale for a year

**LORD 32b 26 March 1790**

**Thomas Procter, Margaret Stackhouse, Anthony Stackhouse, James Foster,  
Thomas Paley**

**This Indenture of five parts** made the 26th day of March in the year of our Lord 1790 and in the 30th year of the reign of his Majesty King George III **between** Thomas Procter of the city of London Limner only son and heir at law and devisee (as to the cattlegates and premises herein after mentioned) of Robert Procter late of Settle in the county of York innholder deceased and which said Robert Procter was devisee of Thomas Geldard late of Langcliffe in the said county of York yeoman deceased of the first part Margaret Stackhouse of Langcliffe aforesaid late widow of the said Thomas Geldard deceased of the second part Anthony Stackhouse of Winskill in the parish of Giggleswick in the said county gentleman of the third part James Foster of Stainforth under Bargh in the parish of Giggleswick aforesaid gentleman of the fourth part and Thomas Paley of Langcliffe aforesaid gentleman of the fifth part **witnesses** that the said Thomas Procter and in consideration of the sum of £57-19 -6 of lawful money of Great Britain to him in hand paid by the said Anthony Stackhouse at or before the sealing and delivery of these presents and of the sum of £29-16 -6 of like lawful money to him in hand paid by the said James Foster at or before the sealing and delivery of these presents and of the sum of £28 -14 s of like lawful money to him in hand paid by the said Thomas Paley at or before the sealing and delivery of these presents the payment and receipt of which said several sums of money making together the sum of £116-10s he the said Thomas Procter does hereby acknowledge to be in full for the absolute purchase of the beastgates sheepgates and premises hereinafter mentioned and intended to be hereby granted and conveyed and thereof and therefrom and of and from the same and every part thereof does hereby acquit release and for ever discharge the said Anthony Stackhouse James Foster and Thomas Paley and each and every of them their and each and every of their heirs executors administrators and assigns for ever by these presents. **And** the said Margaret Stackhouse as well for and in consideration of her being secured the annual payment of £3 - 13 -6d for and during the term of her natural life as also of the sum of 10 shillings of lawful money of Great Britain to her in hand paid by the said Anthony Stackhouse at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged. They the said Thomas Procter and Margaret Stackhouse **have** and each of them **have** granted bargained sold aliened released and confirmed and by these presents do and each of them do grant bargain sell alien release and confirm unto the said Anthony Stackhouse his heirs and assigns **all** that one beastgate or cattlegate and three fourths parts of one beastgate or cattlegate or herbage grazing and depasturage for one full made beast and three fourths parts of one beastgate in and upon a certain stinted pasture called the Cow Close with a proportionable part of the ground and soil thereof upon a division to be made of the said stinted pasture under an Act of Parliament lately obtained, also two twinter gates in and upon a certain stinted pasture called the Over Close with a proportionable part of the ground and soil thereof upon the division of the said last mentioned pasture, also 14 sheepgates in and upon a certain other stinted pasture called Langcliffe Scarr with a proportionable part of the ground and soil thereof upon the division of the said last mentioned pasture, and four acres or 4/5 parts of one horsegate within the ground and soil thereof upon Daw Haw all which said premises were late the estate and inheritance of the said Thomas Geldard deceased and are situate lying and being

within the township of Langcliffe aforesaid. **Together** with all and singular ways paths passages waters watercourses commons common of pasture easements rights liberties profits privileges advantages emoluments hereditaments and appurtenances whatsoever to the said beastgates sheepgates and premises hereby granted and released belonging or in any wise appertaining or therewith or with any part thereof occupied and accepted reputed deemed taken or known as part and parcel or member of the same or any part thereof all which said premises are now in the actual possession of him the said Anthony Stackhouse by virtue of a bargain and sale to him thereof made by the said Thomas Procter and Margaret Stackhouse for one whole year in and by one Indenture bearing date the day next before the day of the date of these presents and actually executed before the execution hereof and by force of the Statute for transferring uses into possession made and provided and the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and every part thereof and all the estate right title interest inheritance use trust property possession claim and demand whatsoever both at law and in equity of them the said Thomas Procter and Margaret Stackhouse and of each or either of them of into or out of the said beastgates sheepgates and premises hereby granted and released or mentioned or intended so to be and every part thereof with the appurtenances. And also all deeds evidences and writings whatsoever solely touching or in any wise solely concerning the said premises or any part thereof in the custody or power of them the said Thomas Procter and Margaret Stackhouse or either of them or which they or either of them can procure without suit with true and attested copies of all other deeds evidences and writings which relate to the said premises or any part thereof jointly with any other lands and tenements such copies to be made taken and written out at the proper costs and charges of the said Anthony Stackhouse his heirs or assigns. **To have and to hold** the said beastgates sheepgates with the ground and soil thereof and all and singular other the hereditaments and premises herein before granted and released or mentioned or intended so to be and every part thereof with their and every of their appurtenances unto the said Anthony Stackhouse his heirs and assigns (that is to say) **as for and concerning** the said beastgate and three fourths parts of one beastgate in the said pasture called Cow Closeto **the only proper use and behoof** of him the said Anthony Stackhouse his heirs and assigns absolutely for ever. **And as for and concerning** the said two twintergates in the said pasture called Over Closeto **the use and behoof** of the said James Foster his heirs and assigns for ever. **And as for and concerning** the said 14 sheepgates on Langcliffe Scarr and the said four acres or 4/5 parts of one horsegate upon the said pasture called Daw Hawto **the use and behoof** of the said Thomas Paley his heirs and assigned for ever and to or for no other use intent or purpose whatsoever. **And** the said Thomas Procter does hereby for himself his heirs executors and administrators covenant promise and agree to and with the said Anthony Stackhouse his heirs and assigns by these presents in manner following (that is to say) that it shall and may be lawful to and for the said Anthony Stackhouse his heirs and assigns from time to time and at all times hereafter peaceably and quietly to enter into have hold use occupy possess and enjoy the said beastgates sheepgates and premises hereby granted and released or mentioned or intended so to be and every part thereof with their and every of their appurtenances and to receive and take the rents issues and profits thereof and of every part thereof to and for the uses aforesaid without the lawful let suit trouble hindrance molestation interruption or disturbance of or by them the said Thomas Procter and Margaret Stackhouse or either of them their or either of their heirs or assigns or of or by any other person or persons lawfully claiming or to claim any estate right title trust or

interest at law or in equity of into or out of the said premises or any part thereof by from or under or in trust for them or either of them or by from or under or in trust for the said Robert Procter and Thomas Geldard both deceased or either of them or any other person or persons whomsoever. **And** that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said Thomas Procter his heirs executors or administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts grants bargains sales leases mortgages jointures dowers uses trusts wills legacies entails statutes recognizances judgements extents executions rents arrears of rents and of from and against all and singular other estates titles troubles charges debts and encumbrances (other than and except the yearly rent of 10 shillings payable out of the said 14 sheepgates on Langcliffe Scarr unto Ambrose Dawson doctor of physic his heirs and assigns). **And further** that he the said Thomas Procter and his heirs and all and every other person and persons having or lawfully claiming or who shall or may have or lawfully claim any estate right title trust or interest of into or out of the said premises or any part thereof from by or under or in trust for him them or any of them or from by or under or in trust for the said Robert Procter and Thomas Geldard both deceased or either of them or any other person or persons whomsoever shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges in the law of the said Anthony Stackhouse his heirs or assigns make do acknowledge levy suffer and execute or cause and procure to be made done acknowledged levied suffered and executed all and every such further and other lawful and reasonable acts deeds and things devices conveyances and assurances in the law whatsoever for the further better more perfect and absolute granting conveying and assuring of the said beastgates sheepgates and premises herein before granted and released or mentioned or intended so to be and every part thereof with their and every of their appurtenances unto the said Anthony Stackhouse his heirs and assigns to the several uses aforesaid be the same by fine feoffment common recovery or by any other matter of record or otherwise howsoever as by him the said Anthony Stackhouse his heirs or assigns or his or their counsel learned in the law shall be reasonably advised devised or required. **And** the said Margaret Stackhouse does hereby for herself her heirs executors and administrators covenant promise and agree to and with the said Anthony Stackhouse his heirs and assigns that she the said Margaret Stackhouse has not at any time heretofore made done or committed any act deed matter or thing whatsoever whereby or by means whereof the said beastgates sheepgates and premises herein before granted and released or mentioned or intended so to be or any part thereof with the appurtenances are is shall or may be impeached charged or encumbered in title charge estate or otherwise howsoever. **In witness** whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Thomas Procter      Margaret Stackhouse her mark and seal

verso

Sealed and delivered by the within named Thomas Procter in the presence of us  
Wm Carr sworn      Jn Hartley    Grey's Inn

Sealed and delivered by the within named Margaret Stackhouse in the presence of us  
Catterson Paley    Wm Carr

Received the day and year first within written of and from the within named Anthony Stackhouse the sum of £57 - 19 -6 of lawful money of Great Britain being the consideration money within mentioned to be by him paid to me. As witness my hand  
Thomas Procter  
Witness Wm Carr Jn Hartley

Received the day and year first within written of and from the within named James Foster the sum of £29 -16 -6 of lawful money of Great Britain being the consideration money within mentioned to be by him paid to me. As witness my hand  
Thomas Procter  
Witness Wm Carr Jn Hartley

Received the day and year first within written of and from the within named Thomas Paley the sum of £28 -14 -0 of lawful money of Great Britain being the consideration money within mentioned to be by him paid to me. As witness my hand  
Thomas Procter  
Witness Wm Carr Jn Hartley

Memorial of the within written deed was registered at Wakefield 17th day of June 1790 at nine in the forenoon in book ... page 408 and number 545

Mr Thomas Procter and another unto Mr Anthony Stackhouse  
conveyance of gates within Langcliffe

**LORD 33 14 May 1793**

**Bernard Preston and John Stackhouse**

**This Indenture** made the 14th day of May in the 33rd year of the reign of our sovereign Lord King George III and in the year of our Lord 1793. **Between** Bernard Preston of Train House in the parish of Kirkby Malhamdale in the county of York yeoman of the one part and John Stackhouse of Newland house in the parish of Horton in Ribblesdale the said county gentleman of the other part whereas the said John Stackhouse has contracted and agreed with the said Bernard Preston for the absolute purchase of the tenements and hereditaments hereinafter mentioned at the price or sum of £920 **Now therefore this indenture witnesses** that the said Bernard Preston for and in consideration of the said sum of £920 of lawful money of Great Britain to him in hand well and truly paid on or before the execution of these presents the payment and receipt whereof he the said Bernard Preston does hereby acknowledge and thereof and therefrom and of and from every part thereof does hereby acquit release and for ever discharge the said John Stackhouse his executors administrators and assigns by these presents he the said Bernard Preston has demised granted bargained sold assigned transferred and set over and by these presents does demise grant bargain sell assign transfer and set over unto the said John Stackhouse his executors administrators and assigns all that messuage dwelling house or tenement with the appurtenances situate standing and being at Winskill in the township of Langcliffe in the parish of Giggleswick in the said county wherein one William Clark did heretofore dwell with all the houses outhouses edifices barns buildings stables turf houses garths gardens orchards folds fronts backsides dunghill steads and appurtenances whatsoever to the same messuage belonging or therewith enjoyed and also all those several closes or parcels of land meadow or pasture commonly called or known by the several name or names of the Parrack the Great Field the Higher Stackbottom the Lower Stackbottom the Summer Scale Close the Hagg the Cowscarr the Fell and the Scarredge or by whatsoever other name or names soever the same closes or any of them now are or heretofore have been called known or distinguished all which said premises were late in the occupation of Thomas Preston but now in the occupation of the said John Stackhouse or his undertenants all which said premises were purchased by John Preston deceased father of the said Bernard Preston of Thomas Preston of Bradford schoolmaster and also all that piece or parcel of ground called Catteriggs within the township of Stainforth in the said parish of Giggleswick now also in the occupation of the said John Stackhouse and also all the tithe calf wool and lamb of or belonging or payable out of the said premises together with all and singular houses outhouses edifices barns buildings folds fronts backsides grounds ways paths passages waters watercourses commons and right of common and turbary heaths moors mosses easements rights liberties profits privileges advantages emoluments hereditaments and appurtenances whatsoever to the said messuage dwelling house closes enclosures and premises hereby demised granted and assigned belonging or in any wise appertaining or which to and with the same now or at any time heretofore have been held used occupied accepted reputed deemed taken or known as part parcel or member thereof or of any part thereof and the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part and parcel thereof and all the estate right title interest term and terms for years yet to come and unexpired trust property possession claim and demand whatsoever both at law and in equity of him the said Bernard Preston of into or out of

the said messuage dwelling house closes enclosures and premises hereinbefore mentioned and intended to be hereby demised granted and assigned and every or any part or parcel thereof and also all deeds evidences and writings whatsoever solely touching or in any wise solely concerning the said premises or any part thereof in the power or custody of him the said Bernard Preston or which he can procure get or come by without suit at law or in equity and true copies or abstracts of all other deeds evidences and writings touching or in any wise concerning the said premises or any part thereof jointly with any other lands tenements and hereditaments such copies or abstracts to be made taken and written out at the proper costs and charges of the said John Stackhouse his executors administrators or assigns. **To have and to hold** the said messuage dwelling house closes enclosures tithes and premises hereinbefore mentioned and intended to be hereby demised granted and assigned and every part and parcel thereof with their and every of their rights members and appurtenances except the said field called Catteriggs unto the said John Stackhouse his executors administrators and assigns from the day of the date of these presents for and during all the rest residue and remainder of a certain term of 500 years which commenced on or about the ninth day of February which was in the 27th year of the reign of our late sovereign Queen Elizabeth which is yet to come and unexpired and for and during all such other term and estate as he the said Bernard Preston at the time of the execution of these presents had therein and to have and to hold the same field called Catteriggs unto the said John Stackhouse his executors administrators and assigns from the day of the date hereof for and during and until the full end and term of 1000 years from hence next ensuing and fully to be completed and ended yielding and paying therefor yearly and every year during the continuance of this demise unto the Lord or Lords of the fee of the said premises the rents and services from henceforth to become due and payable in respect thereof and this indenture further witnesses that in consideration of the sum of £920 before mentioned and also for and in consideration of the further sum of 10 shillings of lawful British money to the said Bernard Preston in hand paid by the said John Stackhouse on or before the execution of these presents the receipt whereof is hereby acknowledged he the said Bernard Preston has granted bargained sold assigned transferred and set over and by these presents does grant bargain sell assign transfer and set over unto the said John Stackhouse his executors administrators and assigns all that messuage or tenement situate and being at Winskill aforesaid heretofore in the occupation of Christopher Jackson with all houses barns buildings and appurtenances outhouses gardens folds and backsides thereto belonging and all those several closes or parcels of ground to the said messuage belonging called and commonly known by the several names of the Summer Skill Close Bottom Close Fell End Bottom the Intack the little Close and the fell and all other the messuages lands and tenements of him the said Bernard Preston situate at Winskill aforesaid (except his grazing or allotments on the several late stinted pastures situate and being in Langcliffe aforesaid) all which said last mentioned premises are situate and being at Winskill aforesaid and were late in the occupation of the said Thomas Preston but now in the occupation of the said John Stackhouse and also all and every the tithe of calf wool and lamb belonging or hereafter to arise from the said premises together with all and singular ways waters watering places liberties easements profits privileges advantages emoluments hereditaments and appurtenances whatsoever to the said last mentioned premises belonging or in any wise appertaining and the reversion and reversions remainder and remainders thereof and all the estate right title interest use trust property possession claim and demand whatsoever of him the said Bernard Preston of in or to the same or any part or parcel thereof and all deeds evidences and

writings relating to the said last mentioned premises now in the possession or custody of the said Bernard Preston or which he can procure without suit to have and to hold the said messuage or tenement tithes and all and singular the said closes or parcels of ground last mentioned with their and every of their appurtenances unto the said John Stackhouse his executors administrators and assigns from henceforth for and during all the rest residue and remainder of a certain term of 500 years which commenced on or about the ninth day of February in the 27th year of the reign of Queen Elizabeth which is yet to come and unexpired and for all such other term and estate as he the said Bernard Preston at the time of the execution thereof had therein subject to the payment during the said term of the annual rent of [blank space] to [blank space] Dawson Esq and the said Bernard Preston does hereby for himself his heirs executors and administrators covenant promise and agree to and with the said John Stackhouse his executors administrators and assigns by these presents in manner following that is to say that he the said Bernard Preston at the time of the sealing and delivery of these presents [has] good right full power lawful and absolute authority to demise grant bargain sell assign transfer and set over the said messuage and dwelling house closes enclosures and premises hereinbefore mentioned and intended to be hereby demised granted and assigned and every part thereof with their and every of their appurtenances unto the said John Stackhouse his executors administrators and assigns for and during the respective terms hereinbefore granted and until the same terms be respectively fully complete finished and ended without impeachment of or for any manner of waste as aforesaid and according to the true intent and meaning of these presents and further that it shall and may be lawful to and for the said John Stackhouse his executors administrators and assigns from time to time and at all times hereafter during the said terms peaceably and quietly to enter into have hold use occupy possess and enjoy the said messuage dwelling house closes enclosures and premises hereby or mentioned and intended to be hereby demised granted and assigned and every part and parcel thereof with the appurtenances and from henceforth to receive and take the rents issues and profits thereof and of every part thereof to and for his and their own proper use and benefit without the lawful let suit trouble hindrance molestation ejection or disturbance of or by him the said Bernard Preston his executors administrators or assigns or of or by any other person or persons lawfully claiming or to claim from by or under or in trust for him them or any of them or from by or under or in trust for any other person or persons whomsoever and that the said premises are freed and absolutely discharged of from and against all and all manner of former and other gifts grants bargains sales assignments or other encumbrances whatsoever (except for the said rent of [blank space] payable to [blank space] Dawson Esq and moreover that he the said Bernard Preston and his executors and administrators and all and every other person and persons having or lawfully claiming or who shall or may have or lawfully claim or who shall or may hereafter have or lawfully claim any estate right title trust or interest of into or out of the said messuage dwelling house closes enclosures and premises hereby or mentioned and intended to be hereby demised granted and assigned or any part thereof from by or under or in trust for any other person or persons whomsoever shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges in the law of the said John Stackhouse his executors administrators or assigns make do seal and execute or cause or procure to be made done sealed and executed all and every such further and other lawful and reasonable acts deeds and things devices conveyances and assurances in the law whatsoever for the further better more perfect and absolute granting conveying assigning and assuring of the said



messuage dwelling house closes enclosures and premises hereby or mentioned and intended to be hereby demised granted and assigned and every parcel thereof with their and every of their appurtenances unto the said John Stackhouse his executors administrators and assigns for and during all the then rest residue and remainder of the said several terms above granted and assigned and for such other estate and estates term and terms for years as he the said Bernard Preston has to come in the same as by the said John Stackhouse his executors administrators or assigns or his or their counsel learned in the law shall be reasonably devised or advised and required. In witness whereof the said parties have hereto set their hands and seals the day and year first above written.

Bernard Preston

verso

Signed sealed and delivered (being first duly stamped) by the within named Bernard Preston in the presence of  
the interlineations within appearing being first made  
John Peart John Manchnols sworn

Received the day and year first within written of and from the within named John Stackhouse the sum of £920 being the consideration money within mentioned to be by him paid to me as witness my hand  
Bernard Preston

John Peart John Manchnols

Memorial of the within written deed was registered at Wakefield the 20th day of May 1793 near seven in the morning in book page 265 and number 315

Bernard Preston to John Stackhouse  
assignment of premises in Winskill in the parish of Giggleswick  
consideration £920  
dated 14th of May 1793

## **LORD 34 24 June 1828**

### **Will of John Stackhouse**

This is the last will and testament of me John Stackhouse of Winskill in the parish of Giggleswick in the West Riding of the county of York gentleman made published and declared the 24th of June in the year of our Lord 1828 in manner and form following that is to say first I order and direct all my just debts funeral and testamentary expenses to be paid off by my executor hereinafter named and with the payment thereof I subject and charge both my real and personal estates as hereinafter mentioned. I give and bequeath all my household goods and furniture plate linen china books all other my house and kitchen furniture of what nature kind quality or description soever which I may have at the time of my death and also all monies ready money and other effects which I may have in my possession or keeping or which may be found at the time of my death in my dwelling house situate at Winskill aforesaid unto my daughter Elizabeth her executors administrators and assigns to and for her and their absolute use and benefit. I also give and bequeath to my said daughter Elizabeth her executors administrators and assigns all and whatever stock or number of sheep she may have on my estate at Winskill aforesaid or elsewhere at the time of my death which I have allowed her the profit of during my lifetime and given her previous to my death and I order and direct that my executor hereinafter named shall not meddle or interfere with the same in any shape but permit and suffer her to have and enjoy the same for her own absolute use and benefit. I give demise and bequeath all that my messuage or dwelling house lands grounds hereditaments and premises with the appurtenances situate at Winskill aforesaid called and commonly known by the name of Low Winskill which I sometime since purchased from Bartholomew Preston and also all that close or enclosure of land situate within Langcliffe in the parish of Giggleswick aforesaid called and commonly known by the name of Cow Close with all the rights members and appurtenances to the same respectively belonging unto my said daughter Elizabeth her heirs and assigns for ever. To hold the same unto my said daughter Elizabeth her heirs and assigns absolutely for ever. Providing always and my will and mind is and I do hereby order and direct that my said wife shall have receive and take the rents and profits of the said dwelling house lands and premises so given to my said daughter as of aforesaid until my said daughter shall have attained her age of 21 years or be married which shall first happen for the maintenance education and bringing up of my said daughter and whom I hereby appoint guardian of my said daughter but when and so soon as my said daughter shall attain her said age of 21 or marry which shall first happen then I give and bequeath the said messuage lands rents interest and profits thereof to my said daughter her heirs and assigns absolutely for ever. Provided always and my will and mind is that if my said daughter shall happen to die before she attains her said age of 21 years and without leaving lawful issue her surviving or having attained her said age of 21 years should die without leaving lawful issue her surviving and having made no disposition or devise of my said estate so given to her as aforesaid then I give and devise the said messuage lands and real estate and other the hereditaments and premises hereinbefore devised to my said daughter and the rents issues and profits thereof unto my dear wife for and during the term of her natural life without impeachment of waste if she shall so long continue my widow but not further or otherwise and from and immediately after the decease of my said wife or second marriage which shall first happen then I give devise and bequeath the same messuages lands and premises unto and to the use of my granddaughter Ann Stackhouse the daughter of my son Anthony Stackhouse and to her heirs and assigns absolutely for ever. I give devise and bequeath unto my said wife and her assigns for and during her natural life if she shall so long continue my widow but not further or otherwise one annuity or yearly rent charge or sum of £20 per annum of lawful money of Great Britain issuing and to be paid and payable yearly and every year out of all or any part or parts of my messuages lands and premises hereinafter given and devised to my said son Anthony. And it is my will and mind and I do hereby order and direct that the aforesaid annuity or rent charge shall be paid and payable by two equal half yearly payments namely on the 12th day of May and the 22nd day of November in each and

every year and a proportionate part of such half yearly payment (if any) as shall be accruing and not have actually accrued due at the time of the decease of my said wife the first of which said half yearly payments to begin and be made on such of said days as shall first happen next after my decease and my further will is that it shall be lawful for my said wife from time to time in case of non-payment of the said annuity or rent charge or any part thereof to raise the same by distress upon all or any part of the said premises charged therewith together with the costs and charges of such distress. And my will and mind is that my said son Anthony shall and will and I hereby order and direct him to permit and suffer my said wife to have hold and occupy my said messuage or dwelling house and premises at Winskill wherein I now live a sufficient and reasonable time from and after my decease (so as such occupation does not go or continue beyond one year from the time of my death) until my said wife shall have found and provided herself with a sufficient and convenient dwelling house for herself and my said daughter. And as to for and concerning all the rest residue and remainder of my messuages lands tenements hereditaments real and personal estate and all my goods and chattels personal estate and effects (not hereinbefore given devised and disposed of) of what nature kind or quality soever I give devise and bequeath to my said son Anthony his heirs and assigns absolutely for ever subject and charged and chargeable nevertheless to and with the payment of the annuity or rent charge so given to my said wife as aforesaid out of my real estate. Provided always and I do hereby further declare and direct that the disposition hereinbefore made for my said wife is meant and intended and shall be accepted and taken by her in lieu bar (*sic*) full satisfaction and discharge of all dower free bench (*sic*) customary right or thirds at common law which she might have or claim out of all or any part or parts of my real or personal estates hereinbefore given devised and disposed of. And lastly I do hereby nominate constitute and appoint my said son Anthony Stackhouse sole executor of this my last will and Testament hereby revoking and making void all former Wills or Will by me at any time heretofore made do declare this to be my last will and testament. In witness whereof I the said John Stackhouse the testator have to this my last will and testament contained in three sheets of paper set my hand and seal that is to say my hand to the two first sheets thereof and my hand and seal to this third and last sheet thereof the day and year first above written.

Signed sealed published and declared by the said John Stackhouse the testator as and for his last will and Testament in the presence of us who in his presence at his request and in the presence of each other have hereunto set our names as witnesses.

Chris Edmondson Solicitor Settle  
Mark Redmayne  
Isabella Redmayne

verso

Copy

The will of John Stackhouse 24th of June 1828

**LORD 35 10 May 1837**

**Elizabeth Stackhouse to Anthony Stackhouse**

**To all to whom these presents shall come Elizabeth Stackhouse** late of Winskill in the parish of Giggleswick and county of York, but now of Giggleswick aforesaid spinster sends greeting. **Whereas** John Stackhouse late of Winskill aforesaid gentleman deceased by his will duly executed and attested by three witnesses bearing date the 24th day of June 1828 after directing all his just debts funeral and testamentary expenses to be paid by his executor thereafter named and charging both his real and personal estates with the payment thereof as thereafter mentioned gave and bequeathed all his household goods and furniture plate linen china books and all other his house and kitchen furniture whatsoever and also all monies ready money and other effects which he might have in his possession or keeping or which might be found at the time of his death in his dwelling house at Winskill aforesaid unto his daughter the said E. Stackhouse her executors administrators and assigns to and for her and their own absolute use and benefit. **And** he also gave and bequeathed unto his said daughter Elizabeth her executors administrators and assigns all and whatever stock or number of sheep she might have on his estate at Winskill aforesaid or elsewhere at the time of his death, which he had allowed her the profit of during his lifetime, and had given her previous to his death. **And** he gave devised and bequeathed all that his messuage or dwelling house lands grounds hereditaments and premises with the appurtenances situate at Winskill aforesaid, called and commonly known by the name of Low Winskill, which he had some time before purchased from Bartholomew Preston, **and** also all that close or enclosure of land situate within Langcliffe in the parish of Giggleswick aforesaid, called and commonly known by the name of Cow Close, with all the rights members and appurtenances to the same respectively belonging, unto his said daughter Elizabeth, her heirs and assigns for ever. **To hold** the same unto his said daughter Elizabeth her heirs and assigns absolutely for ever. Provided always and it was his will and mind and he did thereby order and direct, that his said wife should receive and take the rents and profits of the said dwelling house lands and premises until his said daughter Elizabeth should attain the age of 21 or be married, which should first happen for the maintenance and bringing up of his said daughter. And as to all the rest residue and remainder of his messuages lands tenements hereditaments real and personal estate, and all his goods and chattels personal estate and affects (not thereinbefore given devised and disposed of) he gave devised and bequeathed the same to his son Anthony Stackhouse his heirs and assigns absolutely for ever. Subject and charged nevertheless to and with the payment of an annuity or rent charge of £20 to his wife during her widowhood. **And** he appointed his said son Anthony Stackhouse sole executor of his will. **And** whereas the said testator departed this life on the 10th day of August 1833, without having altered or revoked his said will, which was duly proved by the said A. Stackhouse in the Exchequer Court of the Archbishop of York, on the 11th day of September in the same year. **And whereas** the said E. Stackhouse has with the full and express assent of the said A. Stackhouse taken possession of the household goods and furniture plate linen china books and other the house and kitchen furniture, and also the sheep bequeathed to her by the above recited will, and the said A. Stackhouse has duly accounted for and paid and delivered over to her all the ready money and other personal chattels which were also bequeathed to her as hereinbefore recited. **And** **whereas** an account of the money and other personal chattels which were given and

bequeathed by the said John Stackhouse to the said E. Stackhouse, in manner hereinbefore mentioned, and which came to the hands of the said A. Stackhouse as executor under the said will of the said John Stackhouse deceased, and of the application on the same, has been rendered to the said E. Stackhouse, and perused and approved by her. **And whereas** the said E. Stackhouse has agreed to make and execute the declaration and release hereinafter contained. **Now therefore these presents witness**, and the said E. Stackhouse does hereby testify and declare, that she the said E. Stackhouse has inspected and considered the hereinbefore mentioned accounts, and that she is perfectly satisfied with the same, and that she the said E. Stackhouse does hereby for herself her heirs executors and administrators remise release and for ever quitclaim and discharge the said Anthony Stackhouse his heirs executors administrators and assigns, and his and their estates and effects whatsoever and wheresoever, of and from all accounts reckonings transactions matters and things relating to or arising from the several bequests hereinbefore mentioned, to the said E. Stackhouse, by the said will of the said John Stackhouse deceased, or the personal chattels thereby given and bequeathed to her as aforesaid, or any part thereof, or any matter or thing whatsoever in any wise connected therewith. **And** also of and from all actions suits causes of action and suit legacies portions sums of money accounts reckonings claims and demands whatsoever, both at law and in equity, which she the said E. Stackhouse ever had or now has, or which she or her heirs executors or administrators respectively shall or may at any time hereafter have claim challenge or demand against the said A. Stackhouse his heirs executors administrators or assigns, under or by virtue of the said will of the said John Stackhouse deceased, for or on account of the real and personal estates of the said J. Stackhouse deceased, given and devised to the said E. Stackhouse in manner hereinbefore mentioned, or either of them, or for or on account of any other matter cause or thing whatsoever relating to the said will, except and always reserved, out of the release intended to be hereby made, the said close or enclosure of land called Cow Close, and all the estate right title interest claim and demand whatsoever, of the said E. Stackhouse her heirs executors administrators and assigns, of in to and upon the same and every part thereof. **In witness etc.**

Dated 10th May 1837

verso

10th May 1837

Miss Elizabeth Stackhouse to Mr Anthony Stackhouse, as executor of their late father, Mr Stackhouse of Winskill.

Copy Drt release

xd. Robinson Settle

**LORD 36a 19 July 1839**

**William Foster and Elizabeth(Stackhouse) and George Dudgeon**

**This Indenture** made the 19th of July in the year of our Lord 1839**between** William Foster of Settle in the county of York gentleman and Elizabeth his wife before marriage Elizabeth Stackhouse spinster of the one part and George Dudgeon of Settle aforesaid gentleman of the other part**witnesses** that the said William Foster and Elizabeth his wife for and in consideration of the sum of five shillings of lawful money of Great Britain to them in hand paid by the said George Dudgeon at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged **have** and each of them **have** bargained and sold and by these presents**do** and each of them do bargain and sell unto the said George Dudgeon his executors administrators and assigns all that close enclosure or parcel of ground called Cow Close situate in the township of Langcliffe in the parish of Giggleswick in the county of York aforesaid containing by estimation 55 acres one rood and one perch or thereabouts now in the occupation of Anthony Stackhouse and all other if any the freehold closes enclosures of land hereditaments and premises situate in the township of Langcliffe aforesaid or elsewhere in the county of York of which the said William Foster and Elizabeth Foster in right of the said Elizabeth are seized or entitled to in possession reversion or remainder together with all and singular the rights members and appurtenances thereunto belonging and the reversion and reversions remainder and remainders yearly and other rents issues and profits of all and singular the close or parcel of ground. **To have and to hold** all and singular the said close or parcel of ground hereinbefore mentioned and hereby bargained and sold or intended so to be with the appurtenances unto the said George Dudgeon his executors administrators and assigns from the day next before the day of the date of these presents for during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended **yielding and paying** therefor unto the said William Foster and Elizabeth his wife their heirs or assigns the rent of one peppercorn only on the last day of the said term (if the same shall be lawfully demanded). **To the intent and purpose** that by virtue of these presents and by force of the statute made for transferring uses into possession the said George Dudgeon may be in actual possession of all and singular the hereditaments and premises hereinbefore mentioned and intended to be hereby bargained and sold with the appurtenances and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof unto him the said George Dudgeon and his heirs to such uses upon such trusts and to and for such ends intents and purposes as are mentioned expressed and declared of and concerning the same in and by a certain indenture of release already prepared and intended to bear date the day next after the day of the date of these presents and to be made between the said William Foster and Elizabeth his wife of the one part and the said George Dudgeon of the other part. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

William Foster Elizabeth Foster

verso

Signed sealed and delivered being first duly stamped by the within named William Foster and Elizabeth his wife in the presence of  
(Sworn) Wm Robinson Solicitor of Settle

John Himsworth clerk to Messrs Hartley Dudgeon Solicitors Settle

A memorial of the within written deed was registered at Wakefield the 30th day of July 1839 at two in the afternoon in book ..... page 626 and number 605

Dated 19th of July 1839

Mr William Foster and uxor to Mr George Dudgeon lease for a year

foster Settle

This deed marked U was this day produced before us and acknowledged by Elizabeth Foster therein named to be her act and deed previous to which the said Elizabeth was examined by us separately and apart from her husband touching her knowledge of the contents of the said deed and her consent thereto and declared the same to be freely and voluntarily executed by her Dated the 20th day of July 1839

John Hartley Wm Robinson

**LORD 36b 20 July 1839**

**William Foster and Elizabeth (Stackhouse) and George Dudgeon**

**This Indenture** made the 20th day of July in the year of our Lord 1839 between William Foster of Settle in the county of York gentleman and Elizabeth his wife before marriage Elizabeth Stackhouse spinster of the one part and George Dudgeon of Settle aforesaid gentleman of the other part. **Whereas** the said William Foster and Elizabeth his wife in the right of the said Elizabeth Foster or one of them are seized or possessed of divers messuages or dwelling houses and farms lands hereditaments and premises situate in the parish of Giggleswick in the county of York aforesaid in fee simple or for some long term or terms of years therein all which said hereditaments and premises are hereinafter more particularly mentioned and described. **And whereas** the said William Foster and Elizabeth his wife have consented and agreed to settle and assure the hereditaments and premises which came by or formerly belonged to the said Elizabeth Foster formerly Elizabeth Stackhouse in manner following. **Now this indenture witnesses** that for the considerations aforesaid and also in consideration of 10 shillings of lawful English money to the said William Foster and Elizabeth his wife in hand well and truly paid by the said George Dudgeon upon or before the sealing and delivery of these presents the receipt whereof they the said William Foster and Elizabeth his wife do hereby respectively acknowledge and for other considerations them thereunto moving **he** the said William Foster **has** granted bargained sold aliened and released and by these presents **does** grant bargain sell alien and release and the said Elizabeth Foster with the privy and approbation of the said William Foster testified by his executing these presents **has** granted remised released surrendered disposed of and quit claimed and by these presents **does** grant remise release surrender dispose of and quit claim unto the said George Dudgeon and his heirs (in the actual possession of the said George Dudgeon now being by virtue of a bargain and sale or lease for a year to him thereof made by the said William Foster and Elizabeth his wife in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents and by force of the statute made for transferring uses into possession) **all that** close enclosure or parcel of ground called Cow Close situate in the township of Langcliffe in the parish of Giggleswick aforesaid containing by estimation 55 acres one rood and one perch or thereabouts now in the occupation of Anthony Stackhouse **and all** other if any the freehold closes enclosures or parcels of land hereditaments and premises situate in the township of Langcliffe aforesaid or elsewhere in the county of York of which the said William Foster and Elizabeth his wife in right of the said Elizabeth are seized or entitled to in possession reversion or remainder. **Together** with all and singular the rights members and appurtenances thereunto belonging and the reversion and reversions remainder and remainders yearly and other rents issues and profits of all and singular the close or parcel of ground **and all** the estate right title interest use trust property possession benefit claim and demand whatsoever at law or in equity of them the said William Foster and Elizabeth his wife or either of them of in to or out of the same or any part thereof. **Together** with all deeds evidences and writings whatsoever relating to or in any wise concerning the title to the said close or parcel of ground or any part thereof which are now in the custody of the said William Foster and Elizabeth his wife or either of them or which they or either of them can procure without suit at law or in equity. **To have and to hold** all and singular the said close or parcel of ground hereditaments and premises hereinbefore mentioned and hereby granted and released



or intended so to be with the appurtenances unto the said George Dudgeon his heirs and assigns for ever. **Nevertheless to such uses** upon such trusts and to and for such ends intents and purposes and charges and chargeable in such manner and form as the said William Foster and Elizabeth his wife (notwithstanding her coverture) shall by any deed or deeds and either with or without power of revocation jointly direct limit or appoint and subject thereto or in default of such direction limitation or appointment or so far as the same shall not extend. **To the use** of the said Elizabeth Foster and her assigns during the term of her natural life without impeachment of waste and from and after the decease of the said Elizabeth Foster **to the use** of the said William Foster his heirs and assigns for ever. **And this indenture further witnesses** that for the considerations aforesaid **they** the said William Foster and Elizabeth his wife **have** and each of them **have** granted bargained sold assigned transferred and set over and by these presents **do** and each of them **do** grant bargain sell assign transfer and set over unto the said George Dudgeon his executors administrators and assigns **all that** messuage dwelling house or tenement with the barns stables and outbuildings thereunto belonging situate standing and being at Low Winskill in the township of Langcliffe aforesaid **and also all** those several closes or parcels of meadow or pasture land commonly called or known by the several name or names of the Parrock the Great field the Higher Stackbottom the Lower Stackbottom the Summer Scale Close the Hagg the Cow Scarr the fell the Scarr Edge Summerskill Close Bottom Close fell End Bottom the Intack the Little Close and the fell. **And also all** that close or parcel of ground called Catteriggs within the township of Stainforth in the parish of Giggleswick aforesaid all which last mentioned hereditaments and premises are now in the occupation of Joshua Maudsley his under tenants or assigns **and also all** and all other the property of her the said Elizabeth Foster whether in possession reversion remainder or expectancy or which she now is or at any time hereafter shall or may become entitled to in the county of York or elsewhere. **Together** with all houses outhouses edifices buildings barns stables yards orchards gardens hedges ditches fences ways paths passages waters watercourses woods underwoods trees meadows passages liberties profits privileges advantages rights members and appurtenances to the said messuage farm or tenement lands hereditaments and premises belonging or appertaining. **And** the reversion and reversions remainder and remainders of and in the said hereditaments and premises. **And all** the estate right title interest use trust property possession claim and demand whatsoever either legal or equitable of in to or out of the same. **Together** with all deeds evidences and writings now in the custody or power of the said William Foster and Elizabeth his wife solely or chiefly relating thereto. **To have and to hold** the said last mentioned hereditaments and premises with the appurtenances unto the said George Dudgeon his executors administrators and assigns for all such term and number of years estate and interest as the said William Foster and Elizabeth his wife have therein. **Nevertheless upon the trusts** and for the ends intents and purposes hereinafter mentioned (that is to say) **upon trust** for such person or persons for such estate or estates charges and chargeable in such manner and form as the said William Foster and Elizabeth his wife by any deed or deeds and either with or without power of revocation notwithstanding her coverture shall at any time jointly direct limit or appoint grant or convey the same and subject thereto and in default thereof or so far as the same shall not extend **upon trust** for the said Elizabeth Foster and her assigns for and during the term of her natural life and from and after her decease **upon trust** for the said William Foster his executors administrators and assigns absolutely for all such terms and number of years estate and interest as may be therein to come and unexpired. **Provided always nevertheless**

**and it is hereby declared and agreed** by and between the said parties hereto that it shall and may be lawful to and for the said William Foster and Elizabeth his wife at any time during their joint lives without prejudice to any appointment or conveyance which they may have made under and by virtue of the power hereinbefore contained by any deed or deeds duly executed and notwithstanding that coverture of the said Elizabeth Foster to revoke make void determine and put an end to these presents and the uses trusts and limitations herein contained as fully and effectually as if these presents had not been made and to settle the said hereditaments and premises to any other use or uses or upon any other trust or trusts and for any other intents and purposes whatsoever anything herein contained to the contrary notwithstanding. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

William Foster Elizabeth Foster George Dudgeon

verso

Signed sealed and delivered (being first duly stamped) by the within named William Foster and Elizabeth his wife and George Dudgeon in the presence of

(Sworn) Wm Robinson Solicitor Settle  
John Himsworth clerk to Messrs Hartley Dudgeon Solicitors Settle

This deed marked B was this day produced before us and acknowledged by Elizabeth Foster therein named to be her act and deed previous to which acknowledgement the said Elizabeth was examined by us separately and apart from her husband touching her knowledge of the contents of the said deed and her consent thereto and declared the same to be freely and voluntarily executed by her. Dated the 20th day of July 1839.

A memorial of the within written deed was registered at Wakefield the 30th day of July 1839 at two in the afternoon in book      page 626 and number 605

Dated 20th July 1839

Mr William Foster and uxor to Mr George Dudgeon

Released and assignment of premises in the parish of Giggleswick

Com Ebor

in trust

Foster Settle

**LORD 37 9 and 10 December 1839**

**Abstract of a very large document**

**William Foster, Elizabeth Foster, trustee George Dudgeon and Miss Mary Swale**

Lease appointment release and assignment of a messuage farm and tenement in the township of Langcliffe in the parish of Giggleswick in the county of York by way of mortgage for £1300 and interest.

Re Foster Scott v. Foster

This is the mortgage deed marked A referred to in the affidavit of Mary Swale sworn before me this sixth day of March 1861.

This Indenture made the ninth of December 1839 between William Foster Elizabeth his wife and George Dudgeon of the one part Mary Swale of Langcliffe Hall spinster of the other part.

William Foster Elizabeth Foster and George Dudgeon for five shillings paid to them by Mary Swale have bargained and sold Cow Close 55 acres one rood one perch now in the occupation of Anthony Stackhouse.

For one whole year at the rent of one peppercorn to William Foster Elizabeth Foster and George Dudgeon. Mary Swale is enabled to accept and take a grant and release. Witnesses William Foster Elizabeth Foster George Dudgeon.

This indenture made 10th of December 1839 between William Foster Elizabeth Foster George Dudgeon and Mary Swale. Relates previous trust deeds of 19th and 20th of July 1839.

William Foster has applied to and requested Mary Swale to lend him £1300 and agreed by Mary Swale and secured by a mortgage. Now this indenture witnesses ..... sold to Mary Swale subject to redemption proviso.

And this indenture witnesses 10 shillings paid by Mary Swale.

First Cow Close 55 acres one rood one perch in occupation of Anthony Stackhouse. Second all the messuage at Low Winskill with Parrock, Great Field, Higher Stackbottom, Lower Stackbottom, Summerscale Close, Hagg, Cow Scar, Fell, Scar Edge, Summerskill Close, Bottom Close, Fell End Bottom, Intake, Little Close, Fell, Catteriggs.

All now in occupation of Joshua Maudsley. £4-2-6 interest p.a.

Wakefield Book NL page 712 No. 664.

**LORD 38 10 May 1844**

**William Foster, Elizabeth Foster and George Hartley formerly George Dudgeon**

**This Indenture** made the 10th day of May 1844 **between William Foster** of Settle in the county of York gentleman and Elizabeth his wife formerly **Elizabeth** Stackhouse spinster of the one part and **George Hartley** of Settle aforesaid formerly George Dudgeon gentleman of the other part. **Whereas** by indentures of lease release and assignment of the 19th and 20th days of July 1839 both made between the said William Foster and Elizabeth his wife of the one part and the said George Dudgeon of the other part and an examination of the said Elizabeth Foster duly had thereon. The freehold and leasehold hereditaments and premises hereinafter mentioned and described were limited and assured to such uses and upon such trusts as the said William Foster and Elizabeth his wife should jointly appoint by deed as therein mentioned and in default thereof to the use of and interest for the said Elizabeth Foster for life and after her death to the use of and in trust for the said William Foster his heirs executors administrators and assigns according to the nature thereof. And by indentures of lease appointment release and assignment of the 9th and 10th of December 1839 the appointment release and assignment made between the said William Foster and Elizabeth his wife of the first part the said George Hartley then George Dudgeon of the second part and Mary Swale therein described of the third part the said hereditaments and premises were duly appointed released and assigned according to the respective tenures thereof to the said Mary Swale her heirs executors administrators and assigns by way of mortgage for securing the £1300 and interest as therein mentioned and the equity of redemption was limited to the said William Foster his heirs executors administrators and assigns for ever or for the term or terms therein to come free from the life estate of the said Elizabeth Foster therein. **And whereas** the said William Foster having occasion for the sum of £400 has requested the said George Hartley to lend him the same and the said Elizabeth Foster has agreed to join herein with a view of obviating any doubt as to the last recited indentures being a full exercise and an extinction of the power of appointment given to the said William Foster and Elizabeth Foster by the first herein recited indentures. **Now this indenture witnesses** that in consideration of the sum of £400 Sterling to the said William Foster paid by the said George Hartley the receipt whereof is hereby acknowledged and for the considerations aforesaid they the said William Foster and Elizabeth his wife by virtue and in exercise and execution of the power now vested in them by the first herein recited Indenture of release and assignment and of all other powers enabling them in this behalf **do** by this deed jointly absolutely and irrevocably direct limit and appoint that all and singular the Cow Close enclosure parcel of land tithes hereditaments and premises firstly hereinafter mentioned and described with the rights members and appurtenances shall henceforth remain continue and be to the only proper use and behoof of the said George Hartley his heirs and assigns for ever subject to the proviso for redemption hereinafter contained and the said William Foster and Elizabeth his wife **do** and each of them **do** grant bargain sell alien release assign transfer and set over the several ..... of assurance being applicable to the tenure of the respective hereditaments and premises unto the said George Hartley his heirs executors administrators and assigns. **Firstly all that** close enclosure or parcel of ground called Cow Close situate in the township of Langcliffe in the parish of Giggleswick in the county of York containing by estimation 55 acres one rood and one perch now in the occupation of Joshua Maudsley and the tithes of calf wool and

lamb issuing out of the same and out of the hereditaments and premises secondly hereinafter mentioned. And all other if any the freehold closes enclosures or parcels of land hereditaments and premises situate in the township of Langcliffe aforesaid or elsewhere in the county of York to which the said William Foster and Elizabeth his wife are seized or entitled to in possession reversion or remainder or over which they have a power of appointment (save and except the hereditaments and premises of the said William Foster situate in the township of Settle and Lawkland in the said county of York which he has himself purchased). **Secondly all that** messuage dwelling house or tenement with the barns stables and outbuildings thereto belonging situate standing and being at Low Winskill in the township of Langcliffe aforesaid and also all those several closes or parcels of meadow or pasture land commonly called or known by the name or names of the Parrock the Great Field the Higher Stackbottom the Lower Stackbottom the Summerscale Close the hagg the Cow Scarr the Fell the Scarr Edge Summerskill Close Bottom Close Fell End Bottom the Intake the Little Close and the Fell and also all that close or parcel of ground called Catteriggs within the township of Stainforth in the parish of Giggleswick aforesaid. All which said hereditaments and premises are in the occupation of Joshua Maudsley his under tenants and all and all other the hereditaments and premises of the said William Foster and Elizabeth his wife or either of them in the townships of Langcliffe and Stainforth aforesaid or either of them together with the appurtenances to the same belonging. **To have and to hold** the hereditaments and premises firstly herein before mentioned and described unto and to the only proper use and behoof of the said George Hartley his heirs and assigns for ever. And to have and to hold the hereditaments and premises secondly herein before mentioned and described unto the said George Hartley his executors administrators and assigns for all such term and terms and number of years estate and interest as they the said William Foster and Elizabeth his wife or either of them now have or as is or are to come and then expired therein subject to the mortgage herein before referred to and subject to the proviso hereinafter contained that is that in case the said William Foster his heirs or assigns shall pay unto the said George Hartley his executors administrators or assigns the sum of £400 Sterling on the 10th day of November next with interest at the rate of five pounds per centum per annum then the said George Hartley shall and he is hereby directed to convey the said hereditaments and premises to the said William Foster his heirs executors administrators and assigns according to the tenure thereof at his the said William Foster's expense or at the expense of the parties requiring such conveyance free from the life estate of the said Elizabeth Foster therein and free from the power of appointment herein before referred to which the said William Foster and Elizabeth his wife do hereby extinguish and declare that the equity of redemption of the said hereditaments and premises shall be in the said William Foster his heirs executors administrators and assigns absolutely. And that if default shall be made in payment of the principal money and interest hereby secured as aforesaid it shall be lawful for the said George Hartley his heirs executors administrators or assigns without the consent or concurrence of the said William Foster and Elizabeth his wife at any time thereafter to enter upon the said hereditaments and premises and sell the same either in public or private with special or other conditions and together or in lots and to buy in the same and the same to resell in the fullest and amplest manner and to receive the purchase monies and give receipts for the same which shall be good and sufficient discharges to the persons paying the same who shall have no further responsibility regarding the same or the application thereof and to apply the same in discharge of the hereinbefore recited indenture of mortgage and all the interest on the same and then in the costs and

expenses of such sale and all expenses connected therewith and making out the title to the said hereditaments and then in paying and satisfying the said mortgage to the said George Hartley and or interest thereon and to pay and apply the surplus if any to the said William Foster his heirs executors administrators and assigns. And the same William Foster does hereby for himself his heirs executors administrators and assigns covenant with the said George Hartley his executors administrators and assigns that he the said William Foster his heirs executors administrators and assigns will pay the said sum of £400 and interest accruing to the above proviso and that he the said William Foster and his said wife are lawfully seized of the said hereditaments and premises have power to convey them have not encumbered them except as appears by these presents and will execute any further assurance of the said hereditaments which the said George Hartley his heirs executors administrators or assigns may require. And it is hereby agreed that if the interest is paid within 21 days of the half yearly days of payment that the interest shall be four instead of five per cent. And it is hereby also declared that these presents are made in pursuance of an act made and passed in the fourth and fifth years of the reign of her present Majesty entitled "An act for rendering a release as effectual for the conveyance of freehold estate as a lease and released by the same parties". In witness whereof the said parties by these presents have hereunto set their hands and seals the day and year first above written.

William Foster Elizabeth Foster

verso

10th of May 1844

Mr William Foster and Elizabeth his wife to George Hartley Esq

Appointment release and assignment of certain hereditaments and premises in the townships of Langcliffe and Stainforth by way of mortgage for securing £400 and interest

Received of and from the within named George Hartley sum of £400 being the consideration money within expressed to be paid by him  
witnesses to the signature of Elizabeth Foster  
witnesses to William Foster's signature

Signed and sealed and delivered by the within named the Elizabeth Foster in the presence of various signatures

Signed sealed and delivered by the within named William Foster in the presence of various signatures

March the 23rd 1847

Received the within mentioned sum of £400 and all interest due thereon and I .... release and reconvey the said hereditaments and premises as requested by the within .... William and Elizabeth Foster at their expense and as by law I am bound to do

George Hartley

A memorial of the within written deed was registered at Wakefield the 16th day of May 1844 and 12 at noon in book OY page 283 and number 278