

LORD52

Dated 14th Jan: 1893

C. A. L. Swale Esq to the Revd J Stackhouse

Reconveyance of premises situate in the township of Langcliffe in the Parish of Giggleswick in the West Riding of the County of York

W Hartley, Settle

This Indenture made the fourteenth day of January One thousand eight hundred and ninety three **Between** Charles Alured Lambert Swale of Ingfield, Settle in the County of York Gentleman of the one part and The Reverend John Stackhouse of Stainforth in the said County of York Clerk in Holy Orders of the other part **Whereas** by an Indenture of Mortgage dated the twelfth day of February One thousand eight hundred and eighty made between the said John Stackhouse of the one part and Barbara Swale of Number 6 Scarsdale Villas Kensington in the County of Middlesex Spinster of the other part the messuages lands tenements and hereditaments situate in the township of Langcliffe in the Parish of Giggleswick therein particularly described were conveyed by the said John Stackhouse unto the said Barbara Swale her executors administrators and assigns for the residue of two several terms of five hundred years and five hundred years which were created on or about the ninth day of February in the twenty seventh year of the Reign of Queen Elizabeth and for the residue and remainder of all such other term and terms of years estate and interest as the said John Stackhouse had therein or in any part or parts thereof but subject to a proviso for the redemption thereof by the said John Stackhouse on payment to the said Barbara Swale her executors administrators or assigns of the sum of One thousand eight hundred pounds with interest thereon **And whereas** by an Indenture dated the ninth day of September One thousand eight hundred and eighty one and made between William Augustus Robinson of the one part and the said John Stackhouse of the other part the reversion and inheritance immediately expectant on the determination of the said term or terms in the said premises was granted and conveyed into and to the use of the said John Stackhouse his heirs and assigns **And whereas** the said Barbara Swale died on the fourteenth day of September One thousand eight hundred and eighty nine having by her Will dated the third day of October One thousand eight hundred and eighty one appointed Harold Swale of Abbeymead Tavistock in the County of Devon Doctor of Medicine and Francis James Ridsdale of 5 Grays Inn Square in the County of Middlesex Solicitor Executors thereof who proved the same on the fifteenth day of November One thousand eight hundred and eighty nine in the Principal Probate Registry **And whereas** by an Indenture dated the nineteenth day of December One thousand eight hundred and ninety one and made between the said Harold Swale and Francis James Ridsdale of the one part and the said Charles Alured Lambert Swale of the other part and supplemental to the hereinbefore recited Indenture of the twelfth day of February One thousand eight hundred and eighty the principal sum of One thousand eight hundred pounds secured by the said Indenture of Mortgage and the interest due and to become due thereon were assigned by the said Harold Swale and Francis James Ridsdale unto the said Charles Alured Lambert Swale absolutely and the messuages lands tenements and hereditaments comprised in the said Indenture of mortgage were assured by the said Harold Swale and Francis James Ridsdale unto and to the used of the said Charles Alured Lambert Swale in fee simple subject to such right of redemption as was then subsisting therein **And whereas** the said principal sum of One thousand eight hundred pounds is still owing to the said Charles Alured

Lambert Swale but all interest thereon has been paid up to the date hereof as he doth hereby acknowledge and the said John Stackhouse has requested the said Charles Alured Lambert Swale upon payment of the said sum of One thousand eight hundred pounds to assure the said premises in manner hereinafter appearing and to the intent that the said term or terms may be merged and extinguished in the reversion and inheritance of the premises which the said Charles Alured Lambert Swale has agreed to do **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the sum of One thousand eight hundred pounds now paid by the said John Stackhouse to the said Charles Alured Lambert Swale (the receipt whereof the said Charles Alured Lambert Swale hereby acknowledges) the said Charles Alured Lambert Swale as mortgagee hereby assigns and conveys unto the said John Stackhouse **All** and every the messuages lands tenements hereditaments and premises comprised in or which have by any means become subject to the hereinbefore recited Indenture of mortgage **To hold** the said (freed and discharged from all principal money and interest received by and from all claims and demands under the hereinbefore recited Indenture of mortgage) unto and to the use of the said John Stackhouse in fee simple and to the intent that the said term and terms may be merged and extinguished in the reversion and inheritance of the premises **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first herein written

Signed Sealed and Delivered

by the said John Stackhouse in the presence of
Mary Ann Slack
The Hollies
Stainforth

Charles Alured Lambert Swale

John Stackhouse

Signed Sealed and Delivered

by the said Charles Alured Lambert Swale in the presence of
Edward James Morgan Chaplin
Barrister-at-Law
Lincolns Inn

[Memorial reg. 28th Feb. 1893 Vol 7 p 571 no 304 Wakefield Registry of Deeds]

LORD50 12 February 1880

John Stackhouse and Barbara Swale

This Indenture made the 12th day of February 1880 **Between** the Rev John Stackhouse of Stainforth near Settle in the West Riding in the County of York Clerk in holy orders of the one part and Barbara Swale of Number 6 Scarsdale Villas Kensington in the County of Middlesex Spinster of the other part **Witnesses** that in consideration of **£1800** Sterling this day paid by the said Barbara Swale to the said John Stackhouse (the receipt whereof the said John Stackhouse does hereby acknowledge) he the said John Stackhouse does hereby for himself his heirs executors and administrators covenant with the said Barbara Swale his (*sic*) executors administrators and assigns that he the said John Stackhouse his heirs executors or administrators will pay to the said Barbara Swale her executors administrators or assigns the sum of £1800 with interest for the same in the meantime at the rate of four pounds per centum per annum on the 12th day of August next without any deduction **And** this indenture also **witnesses** that for the consideration aforesaid the said John Stackhouse does hereby grant and assign unto the said Barbara Swale her executors administrators and assigns **Firstly All** that messuage or tenement called Low Winskill with the outbuildings and appurtenances to the same belonging situate in the Township of Langcliffe in the Parish of Giggleswick in the West Riding of the County of York and containing in statute measure 2 roods and 34 perches or thereabouts And also all those the several closes of land now occupied therewith called by the names and containing in statute measure the several quantities following be the same more or less that is to say Rabbit Close 37 perches Great Carr's Scar 1 acre 2 roods and 3 perches Little Carr's Scar 2 roods and 12 perches Fold pasture etc. 1 rood and 12 perches East Scar Top 2 acres 2 roods and 1 perch West Scar Top 1 acre 3 roods and 5 perches South Scar Top 3 roods and 38 perches North Scar Top 1 acre 3 roods and 5 perches Bottom Close Top 1 rood and 33 perches Croft before the Door etc. 3 roods and 39 perches Great Meadow 4 acres 1 rood and 26 perches Bottom Close 3 acres 3 roods and 28 perches Haggs Brow 1 acre 3 roods and 24 perches Stack Bottom 2 acres and 38 perches Little Intack Bottom 1 acre 1 rood and 5 perches Far End Meadow 2 acres and 27 perches Haggs 1 acre and 16 perches Farmost Pasture 2 acres 2 roods and 6 perches and Little Intack 3 roods and 11 perches All which said premises contain altogether 32 acres 1 rood in statute measure or thereabouts and are situate in the Township of Langcliffe aforesaid And secondly **All** that messuage or tenement called High Winskill with the yard barn outbuildings and appurtenances to the same belonging situate in the township of Langcliffe aforesaid and containing in statute measure one rood and five perches or thereabouts and also all those the several closes of land now occupied therewith called by the names and containing in statute measure the several quantities following be the same more or less that is to say Parrock Stones 1 acre 3 roods 32 perches Small Parrock 2 roods 32 perches Crutching Close 4 acres 3 roods 23 perches Nether Ing 3 acres 3 roods 29 perches Over Ing 3 acres 3 roods 6 perches Cow Scar 1 acre 1 rood 37 perches Parrock 1 rood 36 perches Croft 1 rood 13 perches and Park Head 1 acre 1 rood 10 perches all which said premises contain altogether 19 acres and 29 perches in statute measure or thereabouts and are situate in the township of Langcliffe aforesaid **Together** with all rights easements members and appurtenances to all and every the aforesaid premises firstly and secondly hereinbefore described belonging or appertaining **And all** the estate interest claim and demand whatsoever of him the said

John Stackhouse therein or thereto **To hold** the premises both firstly and secondly hereinbefore described with their appurtenances unto the said Barbara Swale her executors administrators and assigns for the respective residue and remainder of two several terms of 500 years and 500 years which were created in or about the ninth day of February in the 27th year of the reign of Queen the Elizabeth and for the residue and remainder of all such other term and terms of years estate and interest as the said John Stackhouse has therein or in any part or parts thereof **Provided always** that if the said John Stackhouse his executors and administrators or assigns shall pay unto the said Barbara Swale her executors administrators or assigns the sum of £1800 with interest for the same in the meantime at the rate of four pounds per centum per annum on the said 12th day of August next without any deduction then the said Barbara Swale her executors administrators or assigns will at any time thereafter upon the request and at the cost of the said John Stackhouse his executors administrators or assigns reassign the said premises unto the said John Stackhouse his executors administrators or assigns and the said John Stackhouse does hereby for himself his heirs executors and administrators covenant with the said Barbara Swale her executors administrators and assigns that if the said sum of £1800 or any part thereof shall remain unpaid after the said 12th day of August next he the said John Stackhouse his executors or administrators will so long as the same sum or any part thereof shall remain unpaid pay to the said Barbara Swale her executors administrators or assigns interest for the said sum of £1800 or for so much thereof as shall for the time being remain unpaid at the rate of four pounds per centum per annum in equal half yearly payments on the 12th day of February and 12th day of August without any deduction **And it is hereby declared** that the said Barbara Swale her executors administrators or assigns may at any time or times after the said 12th day of August next without any further consent on the part of the said John Stackhouse his executors administrators or assigns sell the said premises or any part thereof either together or in parcels and either by public auction or private contract and may make any special conditions of sale as to the title or the evidence of title to be furnished or otherwise and may buy in the premises at any sale by public auction and rescind any contract and resell the premises without being answerable for any loss and may execute and do all such assurances and things for effectuating any such sale as she or they shall think fit and that upon a sale by any person or persons who may not be seized of the legal estate the person in whom the legal estate shall be vested shall execute such assurances and things for carrying the sale into effect as the person or persons by whom the sale shall be made shall direct **Provided nevertheless** that the said Barbara Swale her executors administrators or assigns shall not execute the power of sale hereinbefore contained until she or they shall have given to the said John Stackhouse his executors administrators or assigns or left on the said premises a notice in writing to pay off the monies for the time being owing on the security of these presents and default shall have been made in such payment for six calendar months after giving or leaving such notice or until the whole or part of some half yearly payment of interest shall have become in arrear for three calendar months **Provided also** that upon any sale purporting to be made in pursuance of the aforesaid power no purchaser shall be bound to inquire whether either of the cases mentioned in the clauses lastly hereinbefore contained has happened nor whether any money remains owing upon the security of these presents nor as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as regards the purchaser or purchasers be deemed to be within the aforesaid power and be valid accordingly **And it is hereby declared** that the

receipt of the said Barbara Swale her executors administrators or assigns for the purchase monies of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application thereof **And that** the said Barbara Swale her executors administrators and assigns shall out of the monies arising from any sale made in pursuance of the aforesaid power in the first place pay the expenses incurred on such sale or otherwise in relation to the premises and in the next place apply such monies in or towards satisfaction of the monies for the time being owing on the security of these presents and then pay the surplus (if any) of the monies arising from such sale to the said John Stackhouse his executors administrators or assigns And that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies then owing on the security of these presents **Provided always** that the said Barbara Swale her executors administrators or assigns shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts or any of them **And** the said John Stackhouse does hereby for himself his heirs executors and administrators covenant with the said Barbara Swale her executors administrators and assigns that he the said John Stackhouse now has power to assign all the said premises unto the said Barbara Swale her executors administrators and assigns in manner aforesaid and free from encumbrances And that all the said premises may be generally entered into held and enjoyed by the said Barbara Swale her executors administrators and assigns without any interruption by any person and that he the said John Stackhouse and every person claiming any estate or interest in the premises will at all times (at the cost until sale or foreclosure of him the said John Stackhouse his executors or administrators and afterwards of the person or persons requiring the same) execute and do all such assurances and things for further or better assuring all or any of the said premises unto the said Barbara Swale her executors administrators and assigns for the then residue of the said terms as by the same Barbara Swale her executors administrators or assigns shall be reasonably required **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first herein written

John Stackhouse

Signed sealed and delivered by the within named Rev John Stackhouse in the presence of (Sworn) John Hartley John Procter Clerks to William Hartley Solicitor Settle

Received the day and year first within written of and from the within named Barbara Swale the sum of £1800 the consideration money within expressed to be paid by her to me £1800
John Stackhouse

Witness John Hartley John Procter

A memorial was registered at Wakefield the 30th of June 1880 at 10 in the forenoon in book 842 page 599 number 686

Dated 12th of February 1880
The Rev J. Stackhouse to Miss Barbara Swale

Mortgage of premises situate in the township of Langcliffe and the Parish of Giggleswick for securing the repayment of £1800 and interest

LORD51

Dated 19th Decr 1891

**Messrs H. Swale and F. J. Ridsdale to
C. A. L. Swale Esqre**

Transfer of Mortgage of premises situate in the Township of Langcliffe in the Parish of Giggleswick (*sic*) in the West Riding of the County of York.

This Indenture made the nineteenth day of December One thousand eight hundred and ninety one **Between Harold Swale** of Abbeymead Tavistock in the County of Devon Doctor of Medicine and **Francis James Ridsdale** of 5 Grays Inn Square in the County of Middlesex Solicitor (hereinafter called the Transferors) of the one part and **Charles Alured Lambert Swale** of Ingfield Settle in the County of York Gentleman (hereinafter called the Transferee) of the other part and supplemental to an Indenture of Mortgage hereinafter called the principal Indenture dated the twelfth day of February One thousand eight hundred and eighty and made between the Reverend John Stackhouse of the one part and Barbara Swale of the other part of premises situate in the township of Langcliffe in the Parish of Giggleswick in the West Riding of the County of York for securing to the said Barbara Swale the sum of One thousand eight hundred pounds and interest **Whereas** the said Barbara Swale died on the fourteenth day of September One thousand eight hundred and eighty nine having by her Will dated the third day of October One thousand eight hundred and eighty one appointed the said Transferors Executors thereof who proved the same on the fifteenth day of November One thousand eight hundred and eighty nine in the Principal Probate Registry **And whereas** the said sum of One thousand eight hundred pounds is still due to the said Transferors as such Executors as aforesaid with interest thereon from the twelfth day of August One thousand eight hundred and ninety one but the same belongs in equity to the said Transferee and the said Transferee has therefore requested the said Transferors to transfer to him the said Mortgage debt and the security for the same which they have agreed to do **Now** this Indenture **witnesseth** that in pursuance of the said Agreement and in consideration of the sum of Five shillings paid by the said Transferee to the said Transferors as such Executors as aforesaid (the receipt whereof they hereby acknowledge) They the said Transferors as the personal representatives of the said Barbara Swale deceased hereby assign unto the said Transferee the sum of One thousand eight hundred pounds secured by the principal Indenture and all interest due and to become due thereon and all the benefit of all securities for the same **To hold** unto the said Transferee absolutely **And** this Indenture also **witnesseth** that for the consideration aforesaid the said Transferors as such personal representatives as aforesaid convey and release unto the said Transferee **All** the hereditaments comprised in and conveyed by the principal Indenture and now vested in the said Transferors subject to redemption thereunder **To hold** unto and to the use of the said Transferee in fee simple subject to such right of redemption as is now subsisting therein under the said principal Indenture **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered
by the above named Harold
Swale in the presence of
D. P. Alford
Clerk in Holy Orders
The Vicarage, Tavistock

Harold Swale

Signed Sealed and Delivered
by the above named Francis
James Ridsdale in the presence of
James Thomas Gay
Clerk to Messrs Ridsdale & Son
Solicitors
5 Gray's Inn Square, London WC

Francis J. Ridsdale