

**Northallerton County Record Office ZXF 1/6/343**

**Schedule of Deeds 1699**

A note of the deeds and writings belonging certain lands at Winskill - Late the lands of Agnes Foster of Rathmell widow deceased, And now in the hands of Wm Stackhouse or his assigns and which said deeds and writings the said Wm Stackhouse is to produce and show forth when and as often as occasion shall require to defend and make good the title of part of the said lands sold and conveyed by him to Thomas Foster of Stainforth etc.

Impr. - one deed poll of release and assignment made from and between Richard Foster younger Thomas Foster the elder Richard Foster his son Thomas Foster of Winskale younger Christopher Lawson of Malham Henry Paycocke and Michael Saylbancke unto Gyles Foster for lands at Windscale etc. deeds bearing date the last day of January Annoquibus Domni (1591)

Itm - one ~~Deed of Bargain~~ and Sale made ~~between~~ Chr. S.  
The aforesaid Gyles Fosters will bearing date the fifth day of March Annoquibus Domni 1602

Itm - One deed of settlement made between Margrett Foster of Winskale on the one part and Henry Foster of the same and county aforesaid yeoman on the other part: bearing date the 6<sup>o</sup> day of July 1608

Itm - the aforesaid Margrett Foster her will bearing date the 25<sup>o</sup> day of July Anno Domni 1608. And probate thereof.

Itm - One Indenture of Bargain and Sale made from Richard Clapham of Winskale aforesaid yeoman to Henry Lakeland of Stainforth aforesaid yeom bearing date the 30<sup>o</sup> day of November 1637

Itm - one indenture or deed of settlement made from Anthony Foster of Rathmell yeoman and Agnes his wife to Wm Foster of Skipton draper and Wm Sedgewicke of Closehouse yeoman bearing date 7.<sup>o</sup> day of October 1668

Itm - one other indenture made from Agnes Foster widow and relict of Anthony Foster aforesaid the said Wm Foster and Wm Sedgewicke unto Wm Paley of Staineforth and Thomas Clapham of Stackhouse yeoman bearing date the 30<sup>o</sup> of November Ao Doni 1677

Itm - the said Agnes Fosters will and probate thereof bearing date the 21<sup>st</sup> day of February Anno Dom 1686

Itm - one indenture of bargain and sale made between Robert Foster and Eliz: his wife Richard Lund and Isabell his wife Anthony Paleye Wm Paleye Robert Paleye Henry Paleye Richard Paleye John Paleye & Agnes Paleye on the one part and the abovesaid Wm Stackhouse on the other part bearing date the 8<sup>h</sup> day of February 1696

Itm - One release from Thomas Paleye bearing date the 12<sup>h</sup> day of August Anno Dni 1697 made to Wm Stackhouse and Thomas Foster etc.

**Indenture YAS MD 423/178**

11 Nov. 1701

Thomas Bullock of Settle and John Battersby of Boustagill yeoman  
to Christopher Metcalfe of Stainforth under bargh Clothworker

22 1/2 sheepgates Winskale Stones alias howbotham  
residue of 500 years  
£24 15s pa

Fosters/Armitsteads

Noverint universi per presentes nos Thoma Foster senior de Wynscale et Richard Foster senior filium eius in comitatu Ebor husbandmen Teneri et firmiter Obligari Guliellmo Armitstead in Centii libris bone et legalis monete Anglie solvendis eisdem willmo Armitstead et Stephanio Armitstead aut suis certis Attornatis executor vel assignat suis Adquam quidem solutionem bene et fideliter faciendam Obligamus nos et utrumque nostrum per se pro toto et in solidum heredes executores et administratores nostros firmiter per presentes Sigillis nostris sigillatas date vigesimo die Octobris Anno Regni Elizabeth dei gratia Anglie Franncie et Hibernie Regnis fidei defensoris etc xxxiiij<sup>o</sup> 1592

The condition of this Obligation is suche Thatt if the above bownden Thomas Foster and Richard Foster there executors administrators and assignes and everie one of them do well and truely att all tymes hereafter and from tyme to tyme Observe performe fullfill and kepe all and singuler Articles covenantes promises and Agriementes which upon there parties ar to [be] kepte and performed comprised specified and declared in one dede pole of Sale Release and assignement of one messuage and Tenemente with thappurtenances made by the said bownden Thomas Foster and Richard Foster unto the above named william Armitstead and Stephan Armitstead & by the said dede Pole thereof made bearinge date with this Obligation more playnely Appearethe Thatt then this Obligation to be void and of none Effecte or elles to stand in full strength and vertue

Sigillat assignat et deliberat in presenc .....

John Hargraves Barnabie Foster  
Roberte Craike & of me Richard Battersbie

thomas foster sig Ric Foster

## Sale of the Manor No. 1

MIC 1874 PC/LAC 13 Northallerton PRO C54/1408 CP 3572

29<sup>th</sup> November 1591

**Nicholas Darcy and Henry Billingsley to the Fosters et al.**

This Indenture made the nyne and twentieth daye of November in the foure and thirtieth yeare of the raigne of our sovraigne ladye Elizabeth by the grace of god Quene of England France and Ireland defender of the faith ..... between Nicholas Darcy of Northampton in the countie of Northampton Esquire one of the sonnes of Sir Arthure Darcy knight deceased and Henry Billingsley citizen and Alderman of London of the one partie And Richard Foster the younger Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson of Wynskale.....Lordshippe of Langcliffe in the parishe of Gigleswicke in the Countie of York yomen Henry Paycocke and Michell Saylbanke of Cowsyde within the said Lordshipp of Langcliffe in the said Countie of York yomen of the other partie witnesseth that **whereas** the said Nicholas Darcy by **his Indenture of lease** bearing date the nynth day of February in the seven and twentieth yere of the raigne of our said sovraign ladye Quene Elizabeth (1585) for and uppon dyvse (diverse) good and lawfull causes and considerations in the said Indenture mentioned dyd demys grant and to farme lett unto the said Henry Billingsley by the name of Henry Billingsley citizen and haberdasher of London All those the mannors of Langcliffe and Nappey withall and singular their righte members and (word missing) appurtenance whatsoever in the said Countie of York And all and singular messuages edyffices buildings lands tenements rents revercions suits court letes libties franchises profitts comodities and heredytaments whatsoever to the said mannors of Langcliffe and Nappey or to either of them belonging or in any wise appteyning or accepted reputed taken known used occupied demysed or letten to or with the said messuages or either of them or as part parcel or member of them or either of them And all and singular other the messuage land tenement rent revercion profitt and heredytament whatsoever of the said Nicholas Darcy withall and singular their appurtenance situate lyinge being comyng growing or renewing of or within the townes parishes hamletts and feilds of Langcliffe and Nappey aforesaid and in either or everye of them in the said Countie of York And also the revercion and revercions of all and singular the premisses and all and singular rents and profitts whatsoever incydent unto the same revercion and revercions to have and to hold the same unto the said Henry Billingsley his executors admynstrators and assignes from the day of the date of the said rented Indentures unto and terme and for and during all the terme of fyve hundreth yeares from thence next following and fully to be complett and ended under the condition in the said rented Indentures mentioned with dyvse other covenants matters agreements and things in the same rented Indentures mentioned as by the same Indentures more at large appeareth **And whereas** the said Nicholas Darcy for the further assurance of the said manor of Langcliffe and **the better confirmyng** of the state of the said Henry Billingsley and his saide terme of yeares therein And uppon intent to extinguish the condition conteyned in the said rented Indenture of lease by **his other dede or wryting** under his hande and seale bearing date the eight day of August in the eight and twentieth yeare of the raigne of our said sovraigne ladye Quene Elizabeth (1586) for the consideration

therein specified dyd **approve ratyfie and confirme** unto the said Henry Billingsley his executors admynstrators and assignes the said **Indenture of lease** and the grante thereby made of the said manors of Langcliffe and Nappey together withall and singular the messuages lands tenements rentes revercions heredytaments comodities and premisses by the saide Indenture of lease mentioned to be demysed with the appurtenance and all and every other things conteyned in the said Indenture of lease and the fulle right title and terme which the said Henry Billingsley had to and in the said and premysses with their appurtenance and to and in everie parte thereof by force of the said Indenture of lease to have and to hold the said manors messuages lands rents heredytaments and premisses by the said Indenture of lease mentioned to be demysed with the appurtenance unto the said Henry Billingsley his executors admynstrators and assignes from the day of the date of the said rented Indenture of lease for and during all the residue of the said terme of fyve hundreth yeares therein mentioned to be demysed and then remayning to come and unexpyred without ympeachment of or for anye manner of waste with further covenants grants agrements and things therein conteyned as by the said last rented dede more fully appeareth **And whereas** also the said **Nicholas Darcy by one recognizance of the nature of the statute staple** bearing date the ayatenth day of November in the six and twentieth yeare of the raigne of our said sovraigne ladye Quene Elizabeth (**1584**) standeth bound unto the said Henry Billingsley in the some of one thousande poundes of lawfull money of England payable as by the said recognizance or statute more playnely maye appeare **And whereas also the said Nicholas Darcy by one other recognizance of the nature of the statute staple** bearing date the fourtenth day of August in the said six and twentieth yeare of said raigne (**1584**) standeth bound unto the said Henry Billingsley in the some of one thousande and two hundreth ponde of lawfull money of England payable as by the said recognizance or statute more playnely also maye appeare Nowe this Indenture witnesseth that they the said Nicholas Darcy and Henry Billingsley aswell for and in consideration of the some of fyve hundreth thirtie seaven pounds twelve shillings and nyne pence of lawfull money of England to them the saide Nicholas Darcy and Henry Billingsley in hande before then sealing and delyverie of these presents by the saide Richard Giles Thomas Richard Thomas Christopher Henry and Michael well and trulye contented satisfied and payde whereof and wherewith they the saide Nicholas Darcy and Henry Billingsley doe acknowledge and confess them selves and either of them to be well and trulye contented satisfied and payde and all the other persons above named and everie of them theye and everie of their heyres executors and admynstrators thereof and of evrye (?) parcell thereof to be fully and thereby acquitted exonerated and discharged forever by these presents have demysed bargained solde assigned sett over and confirmed and by these presents doe.....and absolutely demyse bargain sett assigne sett over and confirme unto the saide Richard Foster Gyles Foster Thomas Foster Richard Foster Thomas Foster Christopher Lawson Henry Paycocke and Michael Saylbanke their executors administrators and assignes All those seaven several messuages with their appurtenances nowe being in the several tenures or occupations of the saide Richard Foster Gyles Foster Thomas Foster thelder Thomas Foster the younger Christopher Lawson Henry Paycocke Michael Saylbanke and one Elizabeth Foster Wydowe or of their assigne or assignes sett lying and being in Wynskall and Cowesyde aforesaide within the saide Lordshippe of Langcliffe And also all howses buildings yarges gardens and crofts to the saide messuages or anye of them nowe belonging or to or with the same or anye of them nowe used occupied or letten And also threescore andf two acres twentie and fyve polles be they more or

lesse of arrable lande andf meadowe lying and being in Wynskale and Cowsyde aforesaide within the saide Lordshippe of Langcliffe and nowe or late in the several tenures or occupations of them the saide Richard Foster Gyles Foster Thomas Foster thelder Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke or their assigne or assignes And alsoe two hundreth sixe acres two roodes and foure polles of pasture lying and being within the saide Lordshippe of Langcliffe in the saide countie of yorke that is to witt (?) begynnyng att a .....close called the Purse And soe following the wall and dytche to the west ende of one greate close of pasture called Hensyde And from there following the south syde of.....nere to a geate of Hensyde close called the Locke grene gate And from there.....to a .....close called Robert Saylbanke calfe close att Cowsyde aforesaide And from the same calfe close to a .....close called the Cow Close and soe to the corner of Wynskale ynge as measure shall aforde the same All which acres of lande meadowe and pasture shal conteyne the the (sic) rate of fyve ells and a halfe to everie polle and one polle in breadthe and fortie polles in lengthe to everie roode And the saide Nicholas Darcy and Henry Billingsley for the consideration aforesaide doe clerelye and absolutely bargayne and sett unto the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke their heyres executors and assignes all woode underwoode and trees growing or being in or uppon the premisses before by these presents intended to be bargayned solde demysed assigned sett over or confirmed together with the retention(?) retentions (?) remaynders of all and anye the saide premisses and of anye parte and parcell thereof before by these presents to be bargayned and grannted over as aforesaide for the saide time of fyve hundreth yeares And all rents yssues and yerely proffitts whatsoever uppon any demyse or lease made of the premisses of anye parte or parcell of the same together alsoe withall the whole estate righte title.....possession of inheritance benefytt proffitt clayme and demande which they the saide Nicholas Darcy and Henry Billingsley or eithet of them their or either of their heyres executors admynstrators or assignes .....tyme or tymes heretofore have had att this tyme have or otherwyse shall inioye or ought to have (?) to be entytled to have of in or to the saide messuages tenements and premisses assigned settover or confirmed with their appurtenances or of or to.....or parcell?) of the same to have and to holde the saide messuages tenements and all other the saide premisses before (?) in and by these presents bargayned alyned solde settover and assigned as aforesaide withall and.....their appurtenances unto the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke their executors admynstrators and assignes from and ymedattlye after the making of these presents for and during (?) and unto the full ende and time and duringe all the reste and residue of the saide time of fyve hundreth yeares soe thereof grannted by the saide Nicholas Darcy unto the saide Henry Billingsley as aforesaide as yett are unexpyred not ended or .....without ympeachment of anye manner of waste And alsoe in as full free large and ample manner and forme to all intentes and purposes as they the saide Nicholas Darcy and Henry Billingsley or either of them have or of right oughte or are entytled to have the saide premisses or anye parte thereof by anye waye righte title or meanes whatsoever And the saide Nicholas darcy from hym selfe his heyres executors and admynstrators and anye of them dothe covenante grannte conclude condyscende and fullye agree to and with the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke and

anye of them their and hires of their executors admynstrators and assignes by these presents thatt the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke their and anye of their executors admynstrators and assignes and heires of them shall and maye att all.....tyme and tymes hereafter during the contynuaunce of the saide time of fyve hundreth yeares soe before tyme grannted of the saide premisses as aforesaide lawfullye quyetye and peceably have holde occupye and enioye the saide premisses with their appurtenances and anye parte and parcell thereof before in and by these presents bargayned solde and grannted over as aforesaide without anye lett suite denyall troble vexation interruption wiccion(?) (eviction?) acttion (?) or anye other incombrance whatsoever of hym the saide Nicholas Darcy his heyres or assignes or of anye other person or persons lawfullye clayming by or under his estates or title or by or under the title of Sir Arthure darcy knighte father of the saide Nicholas or anye of the sonnes of the same Sir Arthure in anywyse And further also that the saide premysses withall and singuler their appurtenances before an and by these presents mentioned to be bargayned solde and grannted over as aforesaide the daye of the date of these presents are and soe from tyme to tyme and att all and anye tyme and tymes hereafter during the contynuaunce of the saide time of fyve hundreth yeares soe thereof grannted as aforesaide shall remayne contynue and be unto them the saide Richard Foster Giles Foster Thomas Foster thelder Richard Foster Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke their and anye of them their executors admynstrators and assignes free and clere and frelye and clerelye acquitted exonerated discharged or otherwyse from tyme to tyme saved and kepte harmeles by the saide Nicholas Darcy his heyres and assignes of anf from all and all manner of former bargaynes.....sales gyftes grannted leases estates annuyties fees wynters(?) dowers fynes.....accomptes condemp..... iudgements extents executions rents rente charge rente secke(?) arrerage of rents uses conditions forfeitures statutes and recognizances and from all other acts charges titles troubles incumbrances and demandes whatsoever heretofore had made done knowledged or suffred or hereafter to be had made done knowledged or suffred of the saide premisses by the saide Nicholas darcy or by the saide Sir Arthur Darcy knight or either of them or anye clayming by or under them or either of them or anye of the sonnes of the saide Sir Arthure in anywyse the rente and suite hereafter to be due to the cheyfe Lorde or Lorde of the fee or fees thereof and all leases made of the premisses to the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke and by vertue whereof they the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke or anye of them have or hathe occupied and taken the proffitte thereof And the saide first recyted Indenture of demyse and lease and the saide statute or recognizance soe had made or knowledged by the saide Nicholas of the saide premisses (?) onlye excepted and foreprysed And further also that he the saide Nicholas Darcy his heyres and assignes and all and anye other person or persons which nowe stande or are seized or which att anye tymes hereafter shall stande contynue or be seized of the saide premysses and lawfullye clayming by from or under the title of the saide Nicholas Darcy his heyres or assignes or from by in or under the saide Sir Arthure Darcy for the tyme beinge as he they or anye of them shalbe thereunto required by the saide Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson

Henry Paycocke and Michael Saylbanke or anye of them theire and anye of their  
executors admynstrators and assignes shall doe make suffer execute and accomlishe  
and cause to be made done knowledged suffered executed and accomplished all and  
everie suche further and other acte and actes thinge and things devyse and devyce  
assurance and assurances of the saide premysses before in and by theise presents  
mentioned to be bargayned solde and assigned over as aforesaide as by the saide  
Richard Foster Gyles Foster Thomas Foster thelder Richard Foster his sonne Thomas  
Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke  
theire heyres executors admynstrators or assignes or theire or anye of their learned  
council in the lawe shalbe reasonably devysed advysed required or councelled att the  
onlye coste and

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The said Henry his heyres executors admynstrators or assignes or any of them and  
without any other lett suite tolle denial negation interruption omission *action* or any  
other incumbrances whatsoever of hym the said Henry Billingsley his heires  
executors admynstrators or assignes or of any other person or persons lawfully  
having any estate or title in or to the premisses by from or under the said Henry  
Billingsley his heyres or assignes or any of them And further alsoe that the said  
premisses with all and singuler their appurtenance before in and by theis present  
mentioned to be bargained solde and granted over as aforesaid the daye of the date of  
this present are and doe from tyme to tyme and at all and any tyme and tymes  
hereafter duringe the continuance of the said tyme of fyve hundreth yeares thereof  
granted as aforesaid shall remayne continue and be unto the said Willm. Carre John  
Brayshaw George Lawson Lawrence Yveson Thomas Preston Thomas Newhouse  
John Lupton and Egydii (Giles) Cookeson and any of them they and any of their  
executors admynstrators and assignes free and cleare and freely and  
clearly acquitted *exonerated* and discharged or otherwise from tyme to tyme within  
convenient tyme after notice and request thereof to be made and given unto the said  
Henry Billingsley his heyres executors or admynstrators saved and kept *harmless* of  
and from all and all manner of former and other bargaynes sales gifts grants leases  
estates annuities *agreements* executions rents of rent uses  
conditions forfeitures statute and recognizance and of and from all other *acte* charge

titles troubles incumbrances and demandes whatsoever heretofore had made done or knowledged or hereafter to be had made done or knowledged by or unto the said Henry Billingsley his heyres executors admynstrators or assignes or by any other person or persons having any estate or interest by or under the estate title or interest of the said Henry Billingsley in any wise the rents and heretofore due or hereafter to be due for the said premisses to the cheefe Lorde or Lordes of the fee or fees thereof only excepted and And the said Henry Billingsley for hym selfe his heyres executors and admynstrators doth further covenante and grante to and with the said Willm. Carr John Brayshaw George Lawson Lawrence Iveson Thomas Preston Thomas Newhouse John Lupton and Ejdii Cookeson and any of them they and any of their heyres executors and admynstrators that the said Henry Billingsley his heyres executors and admynstrators or assignes nor any of them shall not at any tyme or tymes hereafter by force of the said denial rented statute or recognizance or uppon any *agrement* or execution thereuppon to be extended or to be extended the said premisses before by this presente mentioned to be bargayned solde and granted over as aforesaid or any parte or parcell thereof nor otherwise by color or virtue of the same title any the rente yssues or profite thereof nor otherwise interrupte or disturb the possession of them the said William Carr John Brayshaw George Lawson Lawrence Iveson Thomas Preston Thomas Newhouse John Lupton and Ejdii Cookeson or of any of them or of they or anye of their heyres executors admynstrators or assignes of in or to the premisses or any parte thereof in anywise In witnes whereof the parties aforesaid to this presente Indentures interchangeable have sett their handes and seales the daye and yeare firste above written

Et memorandum dies et anno suprascript presat Nichus Darcy Armiger et Henricus Billingsley venerunt coram Ira dua regina in cancellaria sua et recognonerunt indent uram predictam et omnia et singula in eadem content et specificat in forma supra

## **Indenture**

**Thomas Foster and Richard his son and William and Stephen Armitstead  
10 November 1592**

**WYAS Sheepscar WYL163/554**

**part one of two - Stephen Armitstead copy signed by William**

**This Indenture of partition** made the 10th day of November 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. 1592 Between William Armitstead of Rawthmell in the county of York husbandman of the one party and Stephen Armitstead of Capplesyde house in the same county husbandman of the other party. **Witnesses** that whereas Thomas Foster the elder of wynscale and Richard Foster his son by their deed poll of bargain sale and assignment under their hands and seals bearing date the 20th day of October last past before the date hereof have bargained, sold, assigned, and Set over unto the above said William Armitstead and Stephen Armitstead their heirs executors administrators and assigns All their whole messuage and tenement with the appurtenances at wynscale now in the occupation of the said Thomas and Richard and there assigns now being of the yearly rent of 40 shillings. To have and to hold to them the said William Armitstead and Stephen Armitstead their heirs executors administrators and assigns As well for the Residue unspent and to come of 500 years to them and others granted by one Nicholas Darcy esquire and Henry Billingsley as also the Reversion and Inheritance of the same for ever as by the said deed thereof made sealed delivered and also executed, more plainly Appears. By force whereof they the said William Armitstead and Stephen Armitstead entered into the said messuage and tenement and were and are thereof lawfully possessed as Joint tenants or tenants in common undivided And they so being possessed jointly made a lease of the premises unto the said Richard Foster his executors administrators and assigns for all the Residue yet unspent of the above said term of 500 years for the yearly rent of 40 shillings payable at the feast of Pentecost and St Martin and 40 shillings for a fine at the change of every tenant as by the said Indenture of lease thereof made bearing date the fourth day of this instant November more plainly Appears. **Now they the** said William Armitstead and Stephen Armitstead so being jointly possessed of the premises and minding and Intending that they and either of them their heirs and assigns may and shall have a like portion of the same accordingly as they have severally paid for. They the said William Armitstead and Stephen Armitstead have made partition separation and division of the same And first the said William Armitstead for and from himself his heirs executors administrators and assigns has given, granted, Released, and assigned, and by these presents does clearly and absolutely give, grant, Release and assign unto the said Stephen Armitstead his heirs executors administrators and assigns to his and their only and proper use and uses All that the full moitie or one half of the said whole messuage and tenement with the appurtenances at wynscale And the moitie or one half of all yearly Rents fines and advantages of the same together with the one moitie of the benefit and advantage of all deeds Evidences bonds and assurances to us made touching the same. To have and to hold the same to him the said Stephen Armitstead his heirs executors administrators and assigns As well for and during all the Residue unspent and to come of the said term of 500 years as also the Reversion and Inheritance of the same for ever. And that he the said William his heirs executors administrators and assigns shall join with

the said Stephen his heirs executors administrators and assigns in Action or otherwise in Aiding and Assisting the said Stephen his heirs executors administrators and assigns in the Recovering having and enjoying of the same in form aforesaid. **And in like** manner the said Stephen Armitstead has given, granted, Released and assigned And by these presents for and from him his heirs executors administrators and assigns does clearly and absolutely give, grant, Release and assign unto the said William Armitstead his heirs executors administrators and assigns to his and their only and proper use and uses All that the other full moitie or one half of the said whole messuage and tenement with the appurtenances at wynscale aforesaid. And the moitie or one half of all yearly Rents, fines and advantages issuing out of the same. Together with the one moitie of all the benefit and advantage of all deeds Evidences bonds and assurances to us made touching the same. **To have and to hold** the same to him the said William his heirs executors administrators and assigns As well for and during all the Residue unspent and to come of the said term of 500 years as also the Reversion and Inheritance thereof for ever. And that he the said Stephen Armitstead his heirs executors administrators and assigns shall and will Join with the said William his heirs executors administrators and assigns in Action or otherwise in Aiding and assisting the said William his heirs executors administrators and assigns in the Recovering having and enjoying of the same in form aforesaid. And as touching the keeping of the said deed poll made by the said Thomas Foster and Richard Foster and all other deeds bonds and assurances touching the same the said William Armitstead and Stephen Armitstead and either of them for himself his heirs executors administrators and assigns does covenant to and with of the other of them their heirs, executors, administrators, and assigns by these presents. That the Elderman of them and of their heirs or assigns Shall have the keeping of the same And the other to have a true Copy of the said deed poll so made by the said Thomas Foster and Richard Foster as is aforesaid. And that he which so shall have the keeping of the same deeds and assurances shall show the same when and as often as the other of them shall need and lawfully Require and demand the show of the same without delay. And if any trouble do hereafter Arise touching the possession and maintenance of the term of years and Inheritance of and in the same messuage and tenement or any charges or payments to be made or done for or in Respect of the same That then they the said William and Stephen and either of them their heirs and assigns shall and will Dōbear and pay their equal and indifferent portions of the same from time to time without delay. And moreover that they or either of them or their heirs shall not at any time hereafter Do or consent unto any manner of Act or thing which shall or may in any wise be hurtful unto the estate of the other of them or their heirs. But at all times and from time to time be Ready upon lawful demand further to assure the same the one to the other so as they and either of them and their heirs shall or lawfully may have and enjoy the full benefit of the moitie of the premises so to them granted, Released, and assigned, for ever without let or againsaying of the other of them his or their heirs executors administrators or assigns. **In witness** whereof to these present Indentures of partition Release and assignment the parties above said Interchangeably have set their seals and signs the day and year above written.

William Armitstead (his mark)

**WYL163/553**

Sealed assigned and delyvered by the within named Thomas Foster and Richarde Foster unto the within named willm Armitsteade & Stephan Armitsteade second day of november the yeare within wrytten and also seizin and possession geven and delyvered by the said Thomas Foster and Richarde Foster unto the within named wm Armitsteade & Stephan Armitsteade of and in the the message and tenement within barganed sowlde & sett over by the way of Atturment the day & yeare within wrytten in the presences of us John hargraves of Swynden Barnabie foster Roberte Craike and of me Richard Battersbie

## **Indenture**

**Thomas Foster and Richard his son and William and Stephen Armitstead  
10 November 1592**

**WYAS Sheepscar WYL163/554**

**part two of two - William Armitstead copy signed by Stephen**

**This Indenture of partition** made the 10th day of November 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. 1592 Between William Armitstead of Rawthmell in the county of York husbandman of the one party and Stephen Armitstead of Capplesyde house in the same county husbandman of the other party. **Witnesses** that whereas Thomas Foster the elder of wynscale and Richard Foster his son by their deed poll of bargain sale and assignment under their hands and seals bearing date the 20th day of October last past before the date hereof have bargained, sold, assigned, and Set over unto the above said William Armitstead and Stephen Armitstead their heirs executors administrators and assigns All their whole messuage and tenement with the appurtenances at wynscale now in the occupation of the said Thomas Foster and Richard Foster and there assigns now being of the yearly rent of 40 shillings. To have and to hold to them the said William Armitstead and Stephen Armitstead their heirs executors administrators and assigns As well for the Residue unspent and to come of 500 years to them and others granted by one Nicholas Darcy esquire and Henry Billingsley as also the Reversion and Inheritance of the same for ever as by the said deed thereof made sealed delivered and (also- missing) executed, more plainly Appears. By force whereof they the said William Armitstead and Stephen Armitstead entered into the said messuage and tenement and were and are thereof lawfully possessed as Joint tenants or tenants in common undivided And they so being possessed jointly made a lease of the premises unto the said Richard Foster his executors administrators and assigns for all the Residue yet unspent of the above said term of 500 years for the yearly rent of 40 shillings payable at the feast of Pentecost and St Martin and 40 shillings for a fine at the change of every tenant as by the said Indenture of lease thereof made more bearing date the fourth day of this instant November more plainly Appears. **Now they the** said William Armitstead and Stephen Armitstead so being jointly possessed of the premises and minding and Intending that they and either of them their heirs and assigns may and shall have a like portion of the same accordingly as they have severally paid for. They the said William Armitstead and Stephen Armitstead have made partition separation and division of the same And first the said William Armitstead for and from himself his heirs executors administrators and assigns has given, granted, Released, and assigned, and by these presents does clearly and absolutely give, grant, Release and assign unto the said Stephen Armitstead his heirs executors administrators and assigns to his and their only and proper use and uses All that the full moitie or one half of the said whole messuage and tenement with the appurtenances at wynscale And the moitie or one half of all yearly Rents fines and advantages of the same together with the one moitie of the benefit and advantage of all deeds Evidences bonds and assurances (to us- missing) made touching the same. To have and to hold the same to him the said Stephen Armitstead his heirs executors administrators and assigns As well for and during all the Residue unspent and to come of the said term of 500 years as also the

Reversion and Inheritance of the same for ever. And that he the said William his heirs executors administrators and assigns shall join with the said Stephen his heirs executors administrators and assigns in Action or otherwise in Aiding and Assisting the said Stephen his heirs executors administrators and assigns in the Recovering having and enjoying of the same in form aforesaid. **And in like** manner the said Stephen Armitstead has given, granted, Released and assigned And by these presents for and from him his heirs executors administrators and assigns does clearly and absolutely give, grant, Release and assign unto the said William Armitstead his heirs executors administrators and assigns to his and their only and proper use and uses All that the other full moitie or one half of the said whole messuage and tenement with the appurtenances at wynscale aforesaid. And all the moitie or one half of all yearly Rents, fines and advantages issuing out of the same. Together with the one moitie of all the benefit and advantage of (all- *missing*) deeds Evidences bonds and assurances to us made touching the same. **To have and to hold** the same to him the said William Armitstead his heirs executors administrators and assigns As well for and during all the Residue unspent and to come of the said term of 500 years as also the Reversion and Inheritance thereof for ever. And that he the said Stephen (Armitstead- *missing*) his heirs executors administrators and assigns shall and will Join with the said William his heirs executors administrators and assigns in Action or otherwise in Aiding and assisting the said William his heirs executors administrators and assigns in the Recovering having and enjoying of the same in form aforesaid. And as touching the keeping of the said deed poll made by the said Thomas Foster and Richard Foster and all other deeds bonds and assurances touching the same the said William Armitstead and Stephen Armitstead and either of them for himself his heirs executors administrators and assigns does covenant to and with of the other of them their heirs, executors, administrators, and assigns by these presents. That the Elderman of them and of their heirs or assigns Shall have the keeping of the same And the other to have a true Copy of the said deed poll so made by the said Thomas Foster and Richard Foster as is aforesaid. And that he which so shall have the keeping of the same deeds and assurances shall show the same when and as often as the other of them shall need and lawfully Require and demand the show of the same without delay. And if any suit(?) or trouble do hereafter Arise touching the possession and maintenance of the term of years and Inheritance of and in the same messuage and tenement or any charges or payments to be made or done for or in Respect of the same That then they the said William and Stephen and either of them their heirs and assigns shall and will Do, bear and pay their equal and indifferent portions of the same from time to time without delay. And moreover that they or either of them or their heirs shall not at any time hereafter Do or consent unto any manner of Act or thing which shall or may in any wise be hurtful unto the estate of the other of them or their heirs. But at all times and from time to time be Ready upon lawful demand further to assure the same the one to the other so as they and either of them and their heirs shall or lawfully may have and enjoy the full benefit of the moitie of the premises so to them granted, Released, and assigned, for ever without let or aginsaying of the other of them his or their heirs executors administrators or assigns. **In witness** whereof to these present Indentures of partition Release and assignment the parties above said to the Interchangeably have set their seals and signs the day and year above written.

Stephen Armitstead (his mark)

## WINSKILL

Year	Reference	Parties	Property	Description	Area	Usage
1704	A25 47	Fish Whitfield	Little Banking + Parrock	2 closes	3a	mdow
1704	A32 57	Clapham Whitfield	Brown Bank New Intack + Little Calfe closes	2 closes closes	10a 5a	mdow + past
1719	N285 430	Paley Lawson Clapham Preston	Brown Bank The Parrock The Great Field Higher Stack Bottom Lower Stack Bottom Summerscale Closes Hagg Cow Scar Fell Scarredge	1 close		
1719	N286 431	Stackhouse Paley Lawson	Great Field Foster Field Farrgarth Farrgarth Nook Farrgarth Cawker Scarr	closes or enclosures	10a tot	arable, mdow or past
1719	N287 432	Stackhouse Browne	Intacks Picked Hills Goskar Head	2 closes or enclosures 2 closes or enclosures 2 closes	1.5a 3a	arable, mdow or past arable, mdow or past
1723	S391 534	Stackhouse Stackhouse	Over Ing Nether Ing Parkhead Parrock Cakers Kar Crutchin Close adjacent Parrock	1 close 1 close 1 close 1 close 1 close 1 close 1 close or parrock	1	

1738 MM39 59	Stackhouse Stackhouse Stackhouse	Great Field Foster Field Fargarth Fargarth Nook Fargarth Cawker Scarr	closes and pcels	12.5a tot	
1739 NN75 107	Armitstead Preston	Farend Summerskill Close Bottom Close Fellend Bottom Intacks Little Close Fellend	closes, pieces, pcels		
1751 AF53 72	Inman Inman Browne	Near Bank Ing Farr Bank Ing Calf Close Calf Parrock Low Parrock Great Field Low Cow Pasture Mires	closes, inclos, pcels		arable, mdow, past
1752 AF716 961	Alcock Birtwhistle Brown	Brown Bank New Intack+Little Calfe Close now called Cowside Close Brown Bank	formerly in 2 closes 1 close	5a	
1754 AI 451 582	Dowgill Inman Brown	Near Bank Ing Far Bank Ing Calf Close Calf Parrock Low Parrock Great Field Low Cow Pasture Mires Brown Bank	closes, inclos, pcels		arable, mdow, past