

LORD48 12 August 1861

Thomas Stackhouse and Mary Swale

This Indenture is made the 12th day of August 1861 between Thomas Stackhouse of Settle in the County of York Gentleman of the one part and Mary Swale of Settle aforesaid Spinster of the other part. **Whereas** the said Thomas Stackhouse is entitled and devisee the under the will of his father Anthony Stackhouse late of Settle aforesaid gentleman deceased dated the 17th of August 1860 and proved at Wakefield on the 13th of August last by the said Thomas Stackhouse and the Reverend Sam(?) Stackhouse two of the executors therein named to the whole of the hereditaments and premises hereinafter described subject to all mortgage money which the said testator might have borrowed to pay for the estate purchased by him from the executrix and devisee of William Foster deceased being the hereditaments and premises hereinafter firstly described and subject also as in the said will mentioned. **And whereas** the sum of £1818 was the purchase price of the said hereditaments and premises hereinafter firstly described which sum with other money was taken up by the said testator with the Craven Banking Company in Settle at interest and the sum was owing by him at his death on the 15th day of June last. **And** whereas the said Thomas Stackhouse has repaid to the account of the said testator with the said Banking Company the said sum of £1818 and to enable him to pay off the same he has requested the said Mary Swale to lend him the sum of £1800 which she has agreed to do at having the same with interest secured to her in manner hereinafter mentioned and the said sum of £1800 has been applied by the said Thomas Stackhouse towards payment of the said debt of £1818 due to the Craven Banking Company and he has paid the balance of such debt out of his own monies. **Now this indenture witnesses** that in pursuance of the said agreement and in consideration of the sum of £1800 of lawful British money to the said Thomas Stackhouse paid by the said Mary Swale upon or before the the said Thomas Stackhouse does hereby acknowledge and whereupon he does hereby acquit and discharge the said Mary Swale her executors administrators and assigns the said Thomas Stackhouse does by these presents grant and convey assign and transfer unto the said Mary Swale her heirs executors administrators and assigns **Firstly All that** messuage farm and tenement called Low Winskill with the farm house and outbuildings and the several closes enclosures and parcels of land to the same belonging situate in the several townships of Langcliffe and Stainforth in the Parish of Giggleswick in the county of York consisting of the particulars and containing in statute measure the several quantities following, that is to say, in the Township of Langcliffe

Homestead etc 2 roods and 34 perches 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 Hags 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 Hags 1 acre and 16 perches Farmost Pasture 2 acres 2 roods and 6 perches and Little Intack 3 roods and 11 perches And in the Township of Stainforth Catterick or Catterigg 3 acres 2 roods and

24 perches all containing together in statute measure 35 acres 3 roods and 24 perches or thereabouts late in the occupation of Ann Hudson and now in the occupation of Francis Twisleton And all other, if any, the tenement and premises situate at Winskill aforesaid and late the estate of William Foster deceased and late in the occupation of Ann Hudson. And secondly All that messuage farm and tenement called High Winskill with the farm house and outbuildings and the several closes enclosures and parcels of land to the same belonging situate in the several townships of Langcliffe and Stainforth aforesaid consisting of the particulars and containing in statute measure the several quantities following, that is to say, In the township of Langcliffe house yard and barn etc. 1 rood and 5 perches 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 Park Head 1 acre 1 rood 10 perches now in the occupation of Francis Twisleton Little Cow Close 3 acres 3 roods 23 perches Stones Pasture 41 acres 2 roods 22 perches and Over Close 13 acres 1 rood 3 perches now in the occupation of William Hunter And in the Township of Stainforth Catterick 2 acres 1 rood 21 perches now in the occupation of William Hunter Together with all the rights easements and appurtenances to the said hereditaments tenements and premises belonging or appertaining And the reversion and reversions remainder and remainders thereof And all the estate right title and interest of the said Thomas Stackhouse in and to the same To hold the said tenements and premises with their appurtenances hereinbefore firstly described (except the said close called Catterick or Catterigg) unto the said Mary Swale her executors administrators and assigns for the residue and remainder of two several terms of two hundred years and two hundred years which were created on or about the ninth day of February in the 27th 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 Thomas Stackhouse has therein or in any part or parts thereof subject to the payment of the annual quit rent or sum of £1 19 s 2d to the representatives of the late Pudsey Dawson Esq And to have and to hold the said close called Catterick or Catterigg unto the said Mary Swale her executors administrators and assigns for the residue and remainder of a certain term of 1000 years which was created on or about the eighth day of April in the 38th 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 Thomas Stackhouse has therein And to have and to hold all or such part or parts of the said tenement hereditaments and premises hereinbefore secondly described as are or is of freehold tenure Unto and to the use of the said Mary Swale her heirs and assigns for ever And to have and to hold all or such part or parts of the said tenement hereditaments and premises hereinbefore secondly described as are or is of leasehold tenure with the said Mary Swale for the remainder of all such term estate and interest as the said Thomas Stackhouse has herein Provided always and it is hereby declared that if the said Thomas Stackhouse his heirs executors administrators or assigns shall at the 12th day of February next pay unto the said Mary Swale her executors administrators or assigns the sum of £1800 sterling with interest thereon at the rate of four pounds per annum without deduction the said Mary Swale the heirs executors administrators or assigns shall immediately thereupon recover(y) the said hereditaments tenements and premises with their appurtenances unto the said Thomas Stackhouse his heirs executors administrators and assigns or as he or they shall direct And the said Thomas Stackhouse does hereby for himself his heirs executors and administrators covenant with the said Mary Swale her executors

administrators and assigns that he the said Thomas Stackhouse his heirs executors or administrators will pay unto the said Mary Swale her executors administrators or assigns the said sum of £1800 and the interest thereof after the date aforesaid on the said 12th day of February next without deduction and in case the said sum of £1800 shall not be paid on the said 12th day of February next will thenceforth during the continuance of the security pay unto the said Mary Swale her executors administrators or assigns interest for the said sum of £1800 after the date aforesaid by equal half yearly payments on the 12th day of August and the 12th day of February in every year And the said Thomas Stackhouse does for himself his heirs executors and administrators covenant with the said Mary Swale her heirs executors administrators and assigns that the said hereditaments tenements and premises with their appurtenances are by this present conveyance effectually vested in the said Mary Swale her heirs executors administrators and assigns free from encumbrances save as appears by these presents And the said Thomas Stackhouse and all other persons claiming or to claim any estate or interest in the said hereditaments tenements and premises or any part thereof shall at the expense of the said Thomas Stackhouse his heirs executors or administrators execute all and such further assurances of the said hereditaments tenements and premises as the said Mary Swale her heirs executors administrators or assigns or her or their Counsel may reasonably request Provided always that until the said 12th day of February next it shall be lawful for the said Thomas Stackhouse his executors administrators and assigns to hold the said hereditaments tenements and premises and receive the rents and profits thereof without interruption by the said Mary Swale her heirs executors administrators or assigns Provided and it is hereby declared and agreed that the said Mary Swale her heirs executors administrators or assigns shall have and be entitled to receive and act upon all powers authorities and provisions given to or conferred upon mortgagees by the act of the 23rd and 24th Victoria Chapter 145 and that the powers of sale given by such act shall and may be exercisable at any time after default shall have been made in payment to the said Mary Swale her executors administrators or assigns of any of the principal money and interest thereby secured at the time whereon the same ought to be paid in accordance with the said proviso for redemption and covenant for payment thereof hereinbefore contained and without any further consent and notwithstanding the ... and without any previous notice in writing or otherwise to the person or persons for the time being entitled to the equity of redemption of the premises and that they or he shall have power to sell subject to such special or other conditions of sale as shall be thought fit and that no purchaser shall be obliged or concerned to enquire or take notice any sale or sales is or are necessary or proper or whether any such default has been made as aforesaid. 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 within named Thomas Stackhouse
in the presence of
(Sworn) William Hartley solicitor Settle Thomas Batty his clerk

Received on the day and year first within written of and from the within named Mary Swale the sum of £1800 being the consideration money within mentioned to be paid by her to me £1800
Thomas Stackhouse
Witness

William Hartley Thomas Batty

A memorial was registered at Wakefield the 19th of June 1862 at four in the afternoon in book XE page 94 number 102

Dated 12th of August 1861

Mr Thomas Stackhouse to Miss Swale

Mortgage of High and Low Winskill Estates in the parish of Giggleswick in the County of York for securing £1800 and interest
G. and W. Hartley Settle

Dated 11th of February 1880

The Rev H.J. Swale to the Rev John Stackhouse

Reconveyance

This Indenture is made the 11th day of February 1880 **Between** the Rev Hoggarth John Swale of Ingfield near Settle in the West Riding of the County of York Clerk in holy orders of the one part and the Rev John Stackhouse of Stainforth near Settle aforesaid Clerk in holy orders of the other part Whereas the within named Thomas Stackhouse made his will bearing date the 25th of October 1864 whereby he gave bequeathed and devised all his personal estate whatsoever and wheresoever and all his real estate and chattels real situate and being in the Parish of Giggleswick in the County of York or elsewhere according to the respective natures and tenures thereof unto his brother the said John Stackhouse his heirs executors administrators and assigns subject to the payment of his (the testator's) debts funeral and testamentary expenses and the legacies given by that his will and he appointed his said brother the said John Stackhouse executor of that his will **And whereas** the said Thomas Stackhouse died on the 27th day of August 1877 without having revoked or altered his said will and the same was on the 12th of October following duly proved by the said John Stackhouse the executor thereof in the District Registry attached to the Probate Division of her Majesty's High Court of Justice at Wakefield **And whereas** the within named Mary Swale died on the seventh day of February 1879 Spinster and intestate leaving the said Hoggarth John Swale her brother heir at law and administration of her personal estate was on the 29th day of March following granted to the said Hoggarth John Swale by her Majesty's High Court of Justice at the Principal Registry of the Probate Division thereof **And** whereas the within mentioned principal sum of £1800 is now owing to the said Hoggarth John Swale on the security of the within written Indenture but all interest thereon has been paid up to the date of these presents and the said John Stackhouse is desirous of paying off the said sum of £1800 and of having such conveyance as is hereinafter contained **Now** this indenture witnesses that in consideration of all interest on the said sum of £1800 having been paid as aforesaid and of the sum of £1800 Sterling to the said Hoggarth John Swale this day paid by the said John Stackhouse (the receipt whereof the said Hoggarth John Swale does hereby acknowledge) he the said Hoggarth John Swale does hereby grant assign and release unto the said John Stackhouse his heirs executors administrators and assigns **Firstly All** and every the messuage tenements lands and premises firstly described in and expressed to be assured by the within written indenture **And Secondly All** and every the messuage tenements lands hereditaments and premises secondly described in and expressed to be assured by the within written indenture

Together with all the rights easements and appurtenances to the aforesaid premises belonging or appertaining And all the estate interest claim and demand whatsoever of him the said Hoggarth John Swale therein or thereto **To hold** the premises firstly hereinbefore described with their appurtenances (except the close or land parcel thereof called Catterick or Catterigg) unto the said John Stackhouse his executors administrators and assigns for the residue and remainder of two several terms of 500 years and 500 years which were created on or about the ninth day of February in the 27th 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 Hoggarth John Swale has therein or in any part or parts thereof subject to the payment of the annual quit rent or sum of £1 19 s 2d within mentioned but discharged from all the principal monies and interest secured by and all claims under the within written indenture And to hold the said close called Catterick or Catterigg with its appurtenances unto the said John Stackhouse his executors administrators and assigns for the residue and remainder of a certain term of 1000 years which was created on or about the eighth day of April in the 38th 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 Hoggarth John Swale has therein but discharged from all principal monies and interest secured by and all claims under the within written indenture And to hold the premises secondly herein before described with their appurtenances (discharged from all principal monies and interest secured by and all claims under the within written indenture) As to such part or parts thereof as is or are of freehold tenure unto and to the use of the said John Stackhouse his heirs and assigns for ever and as to such part or parts thereof as is or are of leasehold tenure unto the said John Stackhouse his executors administrators and assigns for the remainder of all such terms of years estate and interest as the said Hoggarth John Swale has therein **And** the said Hoggarth John Swale does hereby for himself his heirs executors and administrators covenant with the said John Stackhouse that he the said Hoggarth John Swale has not done or knowingly suffered or been party or privy to any thing whereby the said premises or any part thereof are is or can be impeached encumbered or affected in title or otherwise **In witness** whereof the said parties to these presents have hereto set their hands and seals the day and year first above written

Signed sealed and delivered by the above named Hoggarth John Swale in the presence of

.... H.J.Swale John Stackhouse

Received the sum of £1800 the consideration money above expressed to be paid to me
H.J.Swale
witness

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

LORD42 1860

LORD42a

Lot 2 In Chancery In re William Foster. Scott v. Foster

Abstract of Title Wm Foster Winskill estate

Very large document reciting as follows:

1607 June 14th Indenture (LORD2)

1. Richard Foster of Wynskell Yeoman
2. Robert Carr of Stackhouse Yeoman

Thos. Foster eldest son of Richard to marry Catherine Carr dau. of Robert.

1651 February 2nd Indenture (LORD7)

1. Samuel Foster of Langcliffe Schoolmaster
Richard Foster of Baildon son and heir of Samuel
2. Alice Clapham of Stainforth widow of Richard Clapham of Winskill

Reciting Darcy 9th Feb. 27 Eliz. (1585) (LORD1)

29th Nov. 34 Eliz. (1591) (LORD1)

Sell to Wm and Stephen Armitstead 20 Oct. 34 Eliz. (1592) (WYL 163/553 and 554)

1793 May 14th Indenture (LORD33) (Wakefield DM 265 315)

1. Bernard Preston of Train House Yeoman
2. John Stackhouse of Newland House of Horton

1828 June 24th (LORD34)

Will of John Stackhouse of Winskill

1839 July 19, 20 Indentures of lease and release (LORD36a,b)

1. Wm Foster of Settle and Elizabeth his wife (formerly Stackhouse)
2. George Dudgeon of Settle
(Wakefield NF 626 605)

1839 Dec. 9, 10 Indentures of lease and release (LORD37)

Wm and Elizabeth Foster

Mary Swale of Langcliffe Hall

Geo. Dudgeon

(Wakefield NL 712 664)

1860 Apr. 10 Land Tax Certificate (LORD40)

LORD42b

Lot 2 In Chancery In re William Foster. Scott v. Foster

Abstract of mortgage securities for estates in Horton, Giggleswick and Arncliffe

1856 July 7 Indenture

Wm Foster and John Ducker Beckitt Ironfounder and Richard Beckitt

Loan of £6,500

Have Ridding/Hall Ridding, How Ridding/How Riggin, Messuage on this land. Land in Horton. Fountain Scale in Horton (Bryan Taylor)

(Wakefield TO 18 10 (9 July 1856))

1857 Dec 28 Indenture

Wm Foster and George Pearson Nicholson
£6500 of July 7th 1856 not paid. Loan of £1000 against same securities.
(Wakefield UA 208 101)

1858 July 30th Indenture
1. George Pearson Nicholson
2. Wm Foster
3. Alice Otter

£1000 not paid so £10,000 loan from Alice Otter to pay Beckitt £6500 and Nicholson £1000
and £2500 to Wm Foster.
(Wakefield UA 632 300)

1858 Nov 29th Indenture
John Ducker Beckitt, Richard Beckitt, Alice Otter. Payment of £6500 to Beckitts.
(Wakefield UB 144 55)

Note

Alice Otter on 29 August 1859 sold portions of the estate to realize the whole of the principal
owed to her. On 1st March 1860 she paid into Court an order re Scott v. Foster the surplus
monies over the principal and costs.
Ann Foster the widow of James Foster died 1 April 1858.

LORD42c

Lot 2 B

In Chancery In re William Foster. Scott v. Foster
Abstract of will of William Foster with statement of proceedings in above suit.

1855 Nov. 24th Probate copy.

Testator gave power to executor to sell portions of estate as proper and advisable. Gave whole
estate in Stainforth, Langcliffe, Horton, Halton Gill, Litton and Settle to his wife Elizabeth
and children James, John, David Dowbiggin and William. Wife is executrix.
(Wakefield WB 172 275) (31 Aug. 1859)

1859 June 6 Administration Summons

1859 June 16th Order of V.C. Stuart to make inquiry into accounts about what was due to
Plaintiff. All monies raised to be paid into Bank.

LORD42d

Lot 2

In Chancery In re William Foster's estate. Scott v. Foster

Supplemental abstract of title to Winskill estate

An abstract of a mortgage security executed by Wm Foster and Elizabeth his wife to Mr Geo.
Hartley (formerly Dudgeon).

1844 Indenture

Reciting indentures of 19,20 July 1839 and 9,10 Dec. 1839.

Cow Close (55a 1r 1p), tithes and fields:

Low Winskill

Parrock, Great Field, Higher Stackbottom, Lower Stackbottom, Summerscale Close, Hagg,
Cow Scarr, Fell, Scarr Edge, Summerskill Close, Bottom Close, Fell End, Bottom, The
Intake, Little Close, Fell, Gatheriggs.

Lord 42e 10 August 1860

Copy of Chief Clerk's Certificate of result of sales Scott v. Foster Lot 2

1859 F 47

In the matter of the estate of William Foster late of Bowerley in the Township of Langcliffe in the county of York Solicitor deceased. Between James William Scott Public Officer of a banking copartnership called the 'Yorkshire Banking Company' on behalf of the said Banking Company and all other the creditors of the said William Foster deceased. Plaintiff Elizabeth Foster Defendant

In pursuance of the directions given to me by the Vice Chancellor Sir John Stuart I hereby certify that the result of the sale which has been made in pursuance of the order made in this matter and cause dated the 16th day of June 1859 is as follows.

The plaintiff and defendant and the purchasers hereinafter named have attended by their respective solicitors.

The personal estate of William Foster the testator in the said order named being insufficient for the payment of his debts and funeral expenses the portion of his real estates by the said order directed to be sold have been offered for sale in six lots by public auction with the approbation of the said judge subject to a reserved bidding for each lot fixed by the said judge and according to certain particulars and conditions of sale and the several persons named in the first column of the schedule hereto were the highest bidders for and they are allowed by the said judge to be the purchasers of the respective lots set opposite to their respective names in the second column on the said schedule at the prices or sums set opposite to their respective names in the third column of the said schedule.

The evidence produced on this proceeding consists of the affidavit of Josias Atkinson and George Hartley filed 14th of June 1860 and the exhibit marked A therein referred to the affidavit of John Morphet filed 14th of June 1860 and the exhibits marked A and B therein referred to and another affidavit of the said John Morphet filed 2nd of August 1860 and the exhibits marked A and B therein referred to.

The particulars of the lands and hereditaments comprised in the respective lots so sold as aforesaid are set forth in the said printed particulars and conditions of sale signed by me and to be filed with the certificate.

Dated the 4th day of August 1860

Alfred Hall Chief clerk

Approved the 10th day of August 1860 for the Vice Chancellor Sir John Stuart

Richard T. Kinderley VC

The schedule above referred to

Names and addresses of the purchasers	No. of lot	Price
William Matthew Coulthurst of the Strand London Banker	1	1000
Anthony Stackhouse of Settle Gentleman	2	1818
John Green Paley of Oatlands Harrogate Esq	3	1178
John Lister of Settle Clerk to Board of Guardians at Settle	4	162
John Lodge of Stonelands Litton Arncliffe near Skipton Grazier	5	70
James William Farrar and Oliver Farrar of Ingleborough Clapham Lancaster Esquires	6	284
Alfred Hall		£4512

Lord 43a 29 October 1860

Lot 2 Fosters devisee to Stackhouse

Declaration of identity by Mr Joshua Maudsley

I. Joshua Maudsley of Rawlinshaw in the parish of Clapham in the county of York Farmer do solemnly and sincerely declare that I am in the 60th year of my age and that I was born at a place called Watson's house in the Parish of Clapham in the said county of York and have lived in the Parish of Clapham aforesaid and in the adjoining Parish of Giggleswick in the said county of York all my lifetime.

It appears and is represented to me that by an Indenture bearing date the 14th day of May 1793 and made 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 in the said County gentleman of the other part diverse tenements were thereby conveyed by the said Bernard Preston to the said John Stackhouse by the following description that is to say 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 theretofore dwell with all the houses and outhouses edifices barns buildings stables turf houses garths gardens and orchards folds fronts backsides dunghillsteads 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 Parrock the Great Field the Higher Stackbottom the Lower Stackbottom the Summerscale Close the Hagg the Cow Scarr the Fell and the Scarredge or by whatsoever other name or names soever the same closes or any of them then were or theretofore had been called known or distinguished; all which said premises were late in the occupation of Thomas Preston but then 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 and(?) 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 then also in the occupation of the said John Stackhouse And also all the tythe of calf wool and lamb of or belonging or payable out of the said premises And all that messuage or tenement situate and being at Winskill aforesaid theretofore in the occupation of Christopher Jackson with all houses barns buildings and appurtenances and 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 Summerskill 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 grassing or allotments on the several late stinted pastures situate and being in Langcliffe aforesaid) all which said last mentioned premises were situate and being at Winskill aforesaid and were late in the occupation of the said Thomas Preston but then in the occupation of the said John Stackhouse And also all and every the tithe of calf wool and lamb belonging or thereafter to arise from the said premises

I say that in the year 1831 I became tenant to the said John Stackhouse of a farm called Low Winskill particularized and set forth in the schedule hereunder written or

hereunto annexed and I continued tenant of the same farm to the said John Stackhouse down to the time of his death which took place on the sixth day of August 1833 and subsequently to the late William Foster of Bowerley in the Parish of Giggleswick aforesaid solicitor deceased the husband of Elizabeth the daughter and devisee of the said John Stackhouse down to the year 1850 being a tenancy altogether for the period of 19 years

And I further say that for some years previously to the year 1831 I was well acquainted with the said farm mentioned in the said schedule and I can say that not only is the same farm in its present state exactly the same farm that I entered to in 1831 but so far as I am able to state it was in my belief to all appearance exactly the same farm from the time of my earliest recollection of it excepting as to such divisions of fields as may have been made many years ago but which I cannot now at this date particularize with accuracy And I never heard of any portions being sold off or purchased to the same farm And after carefully considering and comparing the description of the aforesaid tenements comprised in the said deed of the 14th day of May 1793 with the description of the farm contained in the said schedule hereunder written I am disposed to think and I have no doubt whatever in my mind that the said farm mentioned in the said schedule is the same farm as is mentioned and set forth in the said deed of the 14th day of May 1793 by the description hereinbefore contained And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the session of Parliament of the fifth and sixth years of the reign of his late Majesty King William IV entitled 'An Act to repeal an Act of the present session of Parliament entitled An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the State and to substitute Declarations in lieu thereof and for the more entire suppression of voluntarily and extrajudicial oaths and affidavits and to make other provisions for the abolition of unnecessary oaths'.

Declared and subscribed by the above named Joshua Maudsley at Settle in the County of York this 29th day of October in the year of our Lord 1860

Before me Wm Robinson one of her Majesty's Justices of the Peace acting in and for the West Riding of the county of York.

The schedule hereinbefore referred to

A farm called Low Winskill in the occupation of Ann Hudson situate in the Township of Langcliffe in the Parish of Giggleswick aforesaid consisting of a farm house and outbuildings and the following closes or parcels of land containing the several quantities in statute measure hereinafter mentioned.

Name and description of lands and premises	State of cultivation	Quantities in statute measure		
		a	r	p
Homestead land etc		2	34	
Rabbit close	Pasture			37
Greta Carr's Scarr	Meadow	1	2	3
Little Carr's Scarr	Meadow		2	12
Fold Pasture etc	Pasture		1	12
East Scar Top	Pasture	2	2	1
West Scar Top	Pasture	1	3	5
South Scar Top	Meadow		3	38
North Scar Top	Pasture	1	3	5
Bottom Close Top	Meadow		1	33
Croft before the Door etc	Meadow		3	39
Great Meadow	Meadow	4	1	26
Bottom Close	Meadow	3	3	28
Hags Brow	Pasture	1	3	24
Stack Bottom	Meadow	2	0	38
Little Stack Bottom	Meadow	1	1	5
Far End Meadow	Meadow	2	0	27
Hags	Pasture	1	0	16
Farmost Pasture	Pasture	2	2	6
Little Intack	Meadow		3	11
Catterick (in Stainforth Township)	Pasture	3	2	24
	Total	35	3	24

Joshua Maudsley

LORD43b 29 October 1860

Lot 2 Foster devisee to Stackhouse

Declaration of Identity by W. James Twisleton

I James Twisleton of Settle in the Parish of Giggleswick in the county of York Yeoman do solemnly and sincerely declare that I am in the 75th year of my age and that I was born at Stainforth in the Parish of Giggleswick aforesaid and have lived at Stainforth Langcliffe and Settle all in the said Parish of Giggleswick during all my lifetime. And I say that when I was about eight or nine years of age I began to fetch milk daily and continued to fetch it with my brothers for several years from a farm called Low Winskill and which is particularized and set forth in the schedule hereunder written the same farm being then in the occupation of John Stackhouse as the owner who was the father of Elizabeth Foster now of Stainforth aforesaid the widow of William Foster late of Bowerley in the Parish of Giggleswick aforesaid solicitor deceased.

That when I was about 15 years of age I commenced the business of a butcher on my own account (without having served an apprenticeship) and I then very frequently visited the Low Winskill farm in my rounds to customers and from that time to this I have been well acquainted with the same farm.

And I say that in my belief the whole contents of the farm as stated in the said schedule hereunder written are the same now as they were when I fetched milk from it.

And I never heard of any portions being sold off or purchased to it but notwithstanding some divisions may have been made of some of the fields many years ago but which I cannot now at this date particularize with accuracy.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the session of Parliament of the fifth and sixth years of the reign of his late Majesty King William IV entitled 'An Act to repeal an Act of the present session of Parliament entitled An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the State and to substitute Declarations in lieu thereof and for the more entire suppression of voluntarily and extrajudicial oaths and affidavits and to make other provisions for the abolition of unnecessary oaths'.

Declared and subscribed by the above named James Twisleton at Settle in the County of York this 29th day of October in the year of our Lord 1860

Before me Wm Robinson one of her Majesty's Justices of the Peace acting in and for the West Riding of the county of York.

Lord 44a 3 November 1860
Scott v. Foster
Chancery Order Anthony Stackhouse to pay for Lot 2

In Chancery
V.C.Stuart 3 November 1860
Ridsdale and Craddock Grays Inn

In the matter of the estate of William Forster late of Bowerley in the Township of Langcliffe in the county of York Solicitor deceased
Between James William Scott Public Officer of a Banking copartnership called the 'Yorkshire Banking Company' on behalf of the said Banking Company and all other the creditors of the said William Foster deceased Plaintiff
Elizabeth Foster Defendant

Upon the application of Anthony Stackhouse of Settle in the county of York Gentleman the person by the Chief Clerk's Certificate dated the 4th day of August 1860 certified to be the purchaser of the leasehold premises comprised in Lot 2 part of the estates sold under the order dated the 16th day of June 1859 and upon hearing the solicitors for the applicant and for the plaintive and upon reading the said order and certificate and the conditions of sale and the applicant by his solicitors declaring himself content with the title to the premises It is ordered that the applicant Anthony Stackhouse do on or before the 12th day of November 1860 pay the sum of £1818 being the purchase money for the premises into the bank with the Privity of the Accountant General of this Court to the credit of the matter and cause under the title Scott versus Foster The proceeds of the sale of the testator's real estates And it is ordered that upon such payment being made the applicant be let into possession of the premises and receipt of the rents and profits thereof from the 12th day of November 1860 and that all proper parties to join in and execute the proper Conveyance of the premises to the applicant or as he shall direct such conveyance to be settled by the judge in case the parties differ And at the request of the plaintive by his solicitor It is ordered that the said sum of £1818 be laid out in the purchase of Bank Three Pounds percent annuities in the name of the Accountant General in trust in the matter and cause under the title Scott versus Foster the proceeds of the sale of the testator's real estates and that the interest to accrue on the Bank Annuities so to be purchased and all accumulations of interest be laid out in like manner And the said sum of £1818 is not to be paid out except for the purchase of such Annuities And such annuities are not to be sold transferred or otherwise disposed of without notice to the applicant.

Lord 44b 15 November 1860
Scott v. Foster
Chancery Order Anthony Stackhouse to pay for Lot 2

In Chancery 15 Nov 1860

Office copy Accountant General Receipt of payment into court of £1818 being purchase money for Lot 2

Ridsdale and Craddock Grays Inn

I do hereby certify that pursuant to an order dated the third of November 1860 in the matter of William Foster versus Anthony Stackhouse the purchaser of Lot 2 has paid into the Bank of England the sum of £1818 which is placed to my account as Accountant General and to the credit of this cause the proceeds of the sale of the testator's real estates in the books kept at the bank and in my office as appears by the receipt of Mr J. Skelton one of the cashiers of the Bank dated the 12th of November 1860 hereto annexed

W. Russell ...

London the 12th of November 1860 received pursuant to an order dated third of November 1860 in the matter of William Foster versus of Anthony Stackhouse the purchaser of Lot 2 the sum of £1818 which money is placed to the account of William Russell Esq as Accountant General of the Court of Chancery and to the credit of the cause Scott versus Foster the proceeds of the sale of the testator's real estates in the books kept at the Bank for the suitors of the said Court of Chancery

For the Governor and Company of the Bank of England
J. H.Skelton

£1818
G. Argall

LORD45 20 November 1860

This Indenture is made the 20th day of November 1860 **Between** Elizabeth Foster late of Bowerley in the Township of Langcliffe but now of Stainforth in the Parish of Giggleswick in the county of York widow of the first part Mary Swale late of Langcliffe Hall but now of Settle in the said parish spinster of the second part George Hartley of Settle aforesaid gentleman of the third part Alice Otter of Wath upon Dearne in the said County spinster of the fourth part and Anthony Stackhouse of Settle aforesaid Gentleman of the fifth part. **Whereas** by indentures of lease and release dated respectively the 19th and 20th days of July 1839 both made between William Foster of Settle aforesaid Gentleman and the said Elizabeth Foster his wife of the one part and the said George Hartley then and therein called George Dudgeon of the other part the tenement and premises hereinafter described and intended to be hereby conveyed and assured (along with a certain freehold close of land called Cow Close the whole being the inheritance or property of the said Elizabeth Foster) were conveyed unto the said George Dudgeon his executors administrators and assigns for all such terms and number of years estate and interest as the said William Foster and Elizabeth his wife had therein upon trust for such person or persons for such estate or estates and charged and chargeable in such manner and form as the said William Foster and Elizabeth his wife should by deed jointly direct limit or appoint grant or convey and subject thereto upon trust for the said Elizabeth Foster and her assigns during her life upon trust for the said William Foster his executors administrators and assigns absolutely. **And whereas** by indentures of lease and release and appointment bearing date respectively the 9th and 10th days of December 1839 the latter being 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 the said Mary Swale of the third part the said George Hartley by the joint direction and appointment of the said William Foster and Elizabeth his wife did bargain sell alien release assign transfer and set over and the said William Foster and Elizabeth his wife did jointly and irrevocably grant bargain sell alien release assign transfer and set over ratify and confirm the same tenements and premises hereinafter described unto the said Mary Swale her executors administrators and assigns for all such terms and number of years estate and interest as the said William Foster and Elizabeth his wife or the said George Hartley as their trustee had therein subject to a proviso and agreement that if the said William Foster his heirs or assigns should pay unto the said Mary Swale the sum of £1300 with lawful interest for the same on the 10th day of June then next the said Mary Swale would convey and assure the hereditaments and premises therein comprised unto and to the use of the said William Foster his heirs executors administrators and assigns free from the life estate of the said Elizabeth Foster therein. **And whereas** by an indenture bearing date the 10th day of May 1844 made between the said William Foster and Elizabeth his wife of the one part and the said George Hartley of the other part after reciting the said indentures of lease and release of the 19th and 20th days of July 1839 and of the 9th and 10th days of December in the same year and that the said William Foster having occasion for £400 had requested the said George Hartley to lend him the same and that the said Elizabeth Foster had agreed to join therein 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 as aforesaid the said William Foster and Elizabeth his wife by virtue and in exercise and execution of the power then vested in them by the first therein and herein recited Indenture of release and

assignment and of all other powers enabling them in that behalf did each of them grant bargain sell alien release assign transfer and set over the said tenements and premises hereinafter described unto the said George Hartley his executors administrators and assigns for all such term and terms and number of years estates and interest as they the said William Foster and Elizabeth his wife or either of them then had or was or were to come and unexpired therein subject to a proviso that if the said William Foster his heirs or assigns should pay unto the said George Hartley the sum of £400 on the 10th day of November then next with interest as therein mentioned the said George Hartley should and he was thereby directed to convey the hereditaments and premises therein comprised to the said William Foster his heirs executors administrators and assigns according to the tenure thereof free from the life estate of the said Elizabeth Foster therein and free from the power of appointment therein before referred to which the said William Foster and Elizabeth his wife did thereby extinguish and declare that the equity of redemption of the premises should be in the said William Foster his heirs executors administrators and assigns absolutely. **And whereas** all principal due to the said George Hartley by virtue of the last recited indenture was paid to him on the 23rd day of March 1847 together with all interest thereon up to that day as he does hereby acknowledge but no reconveyance of the premises has ever been made by him. **And whereas** by virtue of an indenture bearing date the seventh day of July 1856 and made between the said William Foster of the one part and John Ducker Beckitt and Richard Beckitt therein described of the other part and of another indenture bearing date the 28th day of December 1857 and made between the said William Foster of the one part and George Pearson Nicholson therein described of the other part and of another Indenture bearing date the 30th day of July 1858 and made between the said George Pearson Nicholson of the first part said William Foster of the second part and the said Alice Otter of the third part and lastly of another Indenture bearing date the 29th day of November 1858 and made between the said John Ducker Beckitt and Richard Beckitt of the one part and the said Alice Otter of the other part the tenements and premises hereinafter described and intended to be hereby conveyed became along with other hereditaments and premises vested in the same Alice Otter for securing the repayment to her of the sum of £10,000 and interest subject nevertheless to the right and equity of redemption of the said William Foster his heirs executors administrators or assigns. **And whereas** the said William Foster then of Bowerley aforesaid duly made and signed his Will bearing date the 24th day of November 1855 whereby he directed that all his just debts funeral and testamentary expenses should be paid by his executrix thereafter named to whom he gave power and enabled her to sell and dispose of such a portion of his estate whether real or personal as she might think proper and advisable and he also empowered her to give receipts and to execute conveyances of any property she might think proper to sell and he also declared that such receipts and her handwriting to such documents as might be prepared by the purchaser's solicitor should be a good and sufficient discharge for the payment of the money and also a good conveyance of the property and then he gave devised and bequeathed the whole of his real and personal estate situate in the Township (among other Townships) of Langcliffe and all and every other his estate and effects whatsoever and wheresoever situate unto his wife the said Elizabeth Foster her heirs and assigns for ever to be by her given devised and bequeathed amongst his children James, John David Dowbiggin and William as she might think proper and he appointed his said wife sole executrix for carrying that his will into effect. **And whereas** the said testator died on or before the 23rd day of April 1859 without having revoked or altered his said will and the same was duly

proved by his said executrix on the 21st day of May following in her Majesty's District Court of Probate at Wakefield **And whereas** the said Alice Otter advertised a sale by public auction at Settle in the County of York on the 29th day of August 1859 of the whole of the hereditaments and premises comprised in the said mortgage securities and at such auction she effected sales which have since been completed of portions of the same hereditaments and premises (but which portions did not include the tenements and premises intended to be hereby conveyed) and thereby realised the whole of the principal interest and costs due to her and on the first day of March 1860 she paid into Court under an order obtained in the suit hereinafter mentioned or referred to the surplus monies remaining in her hands over and above the payment of her principal interest and costs. **And whereas** on the sixth day of June 1859 a suit was instituted by summons in the Court of Chancery in the matter of the estate of the said William Foster deceased wherein James William Scott Public Officer of a Banking Copartnership called the Yorkshire Banking Company on behalf of the said Banking Company and all other the creditors of the said William Foster deceased was Plaintiff and the said Elizabeth Foster was Defendant and by an order of the said court made by Vice-Chancellor Stuart on the 16th day of the same month the usual accounts and inquiries were directed to be made and taken for administering under the direction of the said court the real and personal estates of the said testator William Foster and it was thereby among other things ordered that the testator's real estate or a sufficient part thereof to make good the deficiency of the testator's personal estate should be sold with the approbation of the judge to whose court the said cause was attached free from the incumbrances of such of the incumbrancers as should consent to the sale and that the money to arise by the sale of the testator's real estates or of such parts thereof respectively as were subject to the incumbrances of such of the encumbrancers as should consent to the sale should be applied in payment of what should be due to such last mentioned encumbrancers respectively according to their priorities and that the same be in the meantime paid into the Bank with the privity of the Accountant General of the said Court to the credit of the said cause 'The proceeds of the sale of the testator's real estates' subject to the further order of the said court. **And whereas** the said Mary Swale consented to the sale of the said testator's real estate **And whereas** in pursuance of the said order of the said Court of Chancery the real estate of the said testator remaining unsold was with the approbation of his Honour the said Vice-Chancellor to whose Court the said cause is attached and put up for sale by public auction on the 31st day of July 1860 in six lots the tenements and premises hereinafter described forming Lot 2 at the said sale and at the said sale the said Anthony Stackhouse being the highest bidder for was declared the purchaser of the said Lot 2 at the price of £1818. **And whereas** by a certificate dated the fourth day of August 1860 and made by the chief clerk of the said Vice-Chancellor it was certified that the said Anthony Stackhouse was the highest bidder for and was allowed by the said Vice-Chancellor to be the purchaser of the tenements and premises hereinafter described for the price aforesaid and the same certificate having been approved by the said Vice-Chancellor as appears by his signature thereto was duly filed on the 10th day of the same month of August. **And whereas** the said sum of £1818 has been paid into the Bank of England in the name and with the privity of the Accountant General of the said Court of Chancery to the order of the aforesaid matter and cause to the said accountant entitled 'The proceeds of the sale of the testator's real estate'. **And whereas** the said George Hartley and Alice Otter are respectively willing and have agreed to join in these presents for the purpose of passing any estate or interest they may have in the premises. **Now this Indenture** witnesses that in pursuance of the

said agreement and in consideration of the sum of £1818 so paid by the said Anthony Stackhouse into the Bank of England as aforesaid the said Mary Swale does by these presents assign and transfer and the said Elizabeth Foster by virtue and in exercise of the power or authority or trusts reposed in or conferred upon her by the said will of the said William Foster deceased and of such decrees or orders as aforesaid and of every or any other power or authority enabling her does hereby assign transfer and confirm and the said George Hartley and Alice Otter according to their respective estates and interests in the premises but no further or otherwise do and each of them do hereby assign and transfer unto the said Anthony Stackhouse his executors administrators and assigns **All** that messuage farm and tenement called Low Winskill with the farmhouse and outbuildings and the several closes enclosures and parcels of land to the same belonging situate in the several townships of Langcliffe and Stainforth in the Parish of Giggleswick in the county of York now in the occupation of Ann Hudson and consisting of the particulars and containing in statute measure the several quantities following, that is to say, in the Township of Langcliffe Homestead Land etc 2 roods and 34 perches 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 3 roods and 39 perches Great Meadow 4 acres 1 rood and 26 perches Bottom Close 3 acres 3 roods and 28 perches Hagg's 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 Hagg's 1 acre and 16 perches Farmost Psture 2 acres 2 roods and 6 perches and Little Intack 3 roods and 11 perches and in the Township of Stainforth Catterick or Catterigg 3 acres 2 roods and 24 perches All which said messuage lands tenements and premises are delineated on the plan drawn in the margin hereof and contain altogether 35 acres 3 roods and 24 perches or thereabouts and the whole were formerly the property of Bernard otherwise Bartholomew Preston and afterwards by purchase from him of John Stackhouse of Winskill aforesaid who by his will gave and devised the same unto his daughter the said Elizabeth Foster absolutely And all other if any the tenements and premises situate at Winskill aforesaid late the estate of the said William Foster deceased and now in the occupation of the said Ann Hudson. **Together** with all buildings and outhouses yards gardens trees woods underwoods hedges ditches fences commons ways waters watercourses rights easements privileges advantages and appurtenances whatsoever to the tenements and premises intended to be hereby conveyed belonging or in any wise appertaining or used held or enjoyed therewith or known reputed or considered as belonging or appertaining thereto. **And** all the estate right title interest term and terms of years property claim and demand whatsoever at Law and in Equity of them the said Elizabeth Foster Mary Swale George Hartley and Alice Otter respectively in or to or out of the same tenements and premises **And** all deeds and documents solely or chiefly relating to or affecting the same tenements and premises or any of them now in the possession of the said Elizabeth Foster Mary Swale George Hartley and Alice Otter respectively or which they or any of them can procure without suit. **To have and to hold** the tenements and premises hereinbefore assigned and conveyed or intended so to be with the appurtenances (except the said close called Catterick or Catterigg) unto the said Anthony Stackhouse his executors administrators and assigns for the respective residue and remainder of a certain term of 1000 years which was created on or about the eighth day of April in the 38th year of the reign of

Queen Elizabeth and for the residue and remainder of all such other term and terms of years estates and interests as the said Elizabeth Foster Mary Swale George Hartley and Alice Otter respectively have therein or in any part thereof. **And** as to all the said premises free from all Land Tax and also from the aforesaid mortgages of the 9th and 10th days of December 1839 the 10th day of May 1844 the 7th day of July 1856 the 28th day of December 1857 the 30th day of July 1858 and the 29th day of November 1858 and all principal money and interest thereby secured. **And** each of them the said Elizabeth Foster Mary Swale George Hartley and Alice Otter so far as relates to her and his own acts and deeds only do hereby for herself and himself and her and his heirs executors and administrators covenant promise and agree with and to the said Anthony Stackhouse his executors administrators and assigns that they the covenanting parties respectively have not nor have any or either of them done executed or knowingly suffered or been parties or privy party or privy to any act deed or thing save as appears by these presents whereby or by reason or by means whereof the tenements and premises hereby assigned or intended so to be or any of them or any part thereof are is can or may be impeached charged affected or encumbered in title estate or otherwise howsoever. **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first herein written.

Dated 20th of November 1860

Mrs Elizabeth Foster and others to Anthony Stackhouse Esquire

Conveyance of an estate called Low Winskill situate in the parish of Giggleswick in the County of York

G. and W. Hartley Settle

Signed sealed and delivered by the within named Elizabeth Foster and George Hartley in the presence of William Hartley Solicitor Settle Thomas Batty his clerk

Signed sealed and delivered by the within named Alice Otter in the presence of George P. Nicholson Solicitor Wath

Signed sealed and delivered by the within named Mary Swale in the presence of Joseph Jackman clerk to Messieurs George and William Hartley Solicitors Settle

A memorial was registered at Wakefield the 16th of January 1861 at two in the afternoon in book W F Page 382 number 404

LORD46 February 1 1861

Christopher Other and Anthony Stackhouse

(Alice Otter in earlier indentures; signature of Christopher looks like Otter)

This Indenture is made the first day of February 1861 **Between** Christopher Other of Elm House near Bedale in the county of York Esq of the one part and Anthony Stackhouse of Settle in the same County Gentleman of the other part. **Whereas** the estates of William Foster late of Bowerley in the Parish of Giggleswick in the said County Solicitor deceased have lately been sold part thereof by his mortgagee and the remainder thereof under the direction of the Court of Chancery **And whereas** the said Anthony Stackhouse became the purchaser of one of the said estates, namely, an estate called Low Winskill situate in the several townships of Langcliffe and Stainforth in the said Parish of Giggleswick which has been conveyed to him by Indenture bearing date the 20th day of November 1860 and made between Elizabeth Foster Widow of the first part Mary Swale Spinster of the second part George Hartley Gentleman of the third part Alice Otter Spinster of the fourth part and the said Anthony Stackhouse of the fifth part and the said Christopher Other also became the purchaser of the other part of the said estates, namely, an estate and lands called Newland House situate in the Parish of Horton in Ribblesdale in the said County which have been duly conveyed to him. **And whereas** the deeds mentioned in the schedule hereunder written relate not only to the hereditaments and premises so purchased by the said Anthony Stackhouse but also to the hereditaments and premises so purchased by the said Christopher Other and the said Christopher Other being the largest purchaser in value of hereditaments and premises to which the said deeds relate the same have in accordance with the conditions of sale been handed over to him and he has agreed to enter into such covenant in respect of the same as is hereinafter contained. **Now this indenture witnesses** that in pursuance and performance of the said agreement and of the conditions of sale he said Christopher Other does hereby for himself his heirs executors administrators and assigns covenant promise and agree with and to the said Anthony Stackhouse his heirs executors administrators and assigns that unless hindered or prevented by fire or other inevitable accident he the said Christopher Other his heirs executors administrators and assigns shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and charges of the said Anthony Stackhouse his heirs executors administrators and assigns produce and show forth or cause to be produced and shown forth unto the said Anthony Stackhouse his heirs executors administrators or assigns or to his their or any of their Counsel Attorneys Agents or Solicitors or at any trial or hearing in any Court of Law or Equity or at the execution of any commission for the examination of witnesses or otherwise as occasion shall require all and every or any of the deeds mentioned or specified in the said schedule hereunder written or hereunto annexed for the better evidencing maintaining defending or proving the title of the said Anthony Stackhouse his heirs executors administrators and assigns in or to the said estate hereditaments and premises so conveyed to him as aforesaid or intended so to be or any part thereof. And also shall and will from time to time and at all times hereafter at the request costs and charges of the said Anthony Stackhouse his heirs executors administrators or assigns make and deliver or cause to be made and delivered to the said Anthony Stackhouse his heirs executors administrators and assigns true and attested or other copies of or extracts from the said

deeds or any or either of them. And shall and will in the meantime keep and preserve the same deeds safe undefaced unobliterated and uncanceled. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The schedule above referred to

1856 July 7th indenture of this date made between the said William Foster of the one part and John Ducker Beckitt of Elmfield in the county of York Ironfounder and Richard Beckitt of Beverley in the same County Gentleman of the other part

1857 December 28th indenture of this date made between the said William Foster of the one part and George Pearson Nicholson of Wath upon Dearne in the County of York Gentleman of the other part

1858 July 30th indenture of this date made between the said George Pearson Nicholson of the first part the said William Foster of the second part and Alice Otter of Wath upon Dearne aforesaid Spinster of the third part

1858 November 29th indenture of this date made between the said John Ducker Beckitt and Richard Beckitt of the one part and the said Alice Otter of the other part.

Dated 1st February 1861

Christopher Other Esq and Mr Anthony Stackhouse

Deed of Covenants for the production of deeds relating to Lower Winskill estate in the Parish of Giggleswick in the county of York purchased of the representatives of the late William Foster deceased

G and W. Hartley Settle

Signed and sealed and delivered by the within named Christopher Other in the presence of

Lord 47
Will of Anthony Stackhouse of Settle 1860

Probate copy of the will of the late Anthony Stackhouse of Settle

This is the last will and testament of me Anthony Stackhouse of Settle in the county of York Esq made this 17th day of August 1860. I revoke all former wills codicils and Testamentary dispositions by me made. I give and bequeath to my wife Agnes Stackhouse her own furniture plate china and linen and wearing apparel. And also all my household furniture and implements of household plate china and linen book prints and pictures for her own absolute use (save and except my piano and the furniture book prints plate and pictures in my daughter's room and a plate which I have given to my daughter in my lifetime which I give to her my said daughter absolutely and save and except the furniture book prints and pictures in my son Thomas room and the plate I have given to him in my lifetime which I give to him my said son Thomas absolutely). I also give to my said wife all the wine liquor and consumable store that may be in or about the house in which I and my said wife may be living at my death unto my said wife absolutely and a legacy of £40 to be paid to her immediately. And I also give her permission to live in my house for six months after my death rent free. I give and bequeath all my money securities for money and all other my personal estate and effects not herebefore bequeathed (except chattels real) unto and equally between my son the Rev John Stackhouse and my said son and daughter Thomas and Anne absolutely they paying equally my debts and funeral and testamentary expenses. I give and bequeath unto my said wife and in lieu of dower during her life in case she shall so long continue my widow but no longer and subject to the condition hereinafter contained an annuity or yearly sum of £80 payable by equal half yearly payments the first payment to commence at the expiration of six months from my decease and I charge the same with a proportionate part thereof up to her decease as follows. Namely £40 part thereof on my estate at Feizor herein devised to my said son John and £40 other part thereof on my estate at Settle devised to my son Thomas. And I give to my said wife such powers of entry distress and sale upon the hereditaments charged therewith for recovering the said annuity or any part thereof of the same shall be in arrear for 21 days as fully in all respects as landlords have or can exercise for receiving rents or common demises.

I give and bequeath my messuage buildings farm lands hereditaments and premises situate at Feizor in the several parishes of Giggleswick and Clapham in the county of York and are now occupied by Thomas and Alice Wilman. And also my three fields called Smearside and Smearside copies situate in the township of Stainforth and my fields called Under scarr and Giggleswick scarr situate in the several townships of Lawkland and Giggleswick and now respectively occupied by the said Thomas and Alice Wilman and William Carr to my said son John his heirs executors administrators and assigns absolutely according to the respective natures or tenures thereof subject nevertheless and charged with the proportion of annuity to my said wife as hereinbefore mentioned. And I give devise and bequeath all that my messuage buildings farm lands hereditaments and premises with the appurtenances known by the name of Huggon House situate in the township of Rathmell in the county of York. And also all my one fourth part or other my part share or interest in the corn tithe within the said township of Rathmell or elsewhere or the modus composition or rent of charge in lieu thereof unto my said son Thomas Stackhouse his heirs and assigns absolutely but subject nevertheless and I hereby charge the same

with the payment unto my said daughter during her life of an annuity or yearly sum of £70 payable half yearly by equal payments on the 12th day of May and the 12th day of November in each year the first of such half yearly payments to commence on such of those days as shall first happen after my decease and a proportionate part thereof to be paid up to the day of the decease of my said daughter. I give to my said daughter such powers of entry distress and sale upon the said hereditaments and premises charged therewith for recovering the said annuity and all arrears thereof or any part thereof if the same shall be in arrear for 21 days as fully in all respects as landlords have or can exercise for recovering rents reserved on common demises. I direct that the aforesaid annuity be paid by my said son Thomas Stackhouse or the owner or owners for the time being of the estates on which the same is hereinbefore charged to my said daughter or to such person or persons she should from time to time after the same by writing signed by her appoint[ee] so as that the same may be for her sole and separate use and independently of any husband with whom she may happen to intermarry and may not be subject to his debts control contracts or engagements and so as that she shall have no power in any way to dispose of charge or effect the same by way of anticipation and that the receipts of my said daughter or of her appointees as aforesaid given after the same annuity shall have actually become due shall alone be sufficient discharge of such an annuity. And I direct that in case my said daughter shall sell mortgage or charge or make any other disposition in the way of anticipation of the aforesaid annuity such sale mortgage charge or other disposition shall be absolutely void.

I give devise and bequeath my house and barn with the Croft Turf Ing Terricurs(?) and Ash Rains and all other my hereditaments and premises situate in Upper Settle in Settle aforesaid or in the townships of Settle and my cattlegates or close of land called the Holm situate on the west of the River Ribble and Runley Bridge near Settle aforesaid now occupied by Rich Perl with the appurtenances to the same respectively belonging unto my son Thomas Stackhouse his heirs executors administrators and assigns absolutely according to the respective natures or terms of the premises subject nevertheless and charged with the proportion of the said annuity of £80 as hereinbefore mentioned.

I give devise and bequeath all that my messuage buildings farm lands hereditaments and premises at Winskill in the several townships of Langcliffe and Stainforth in the parish of Giggleswick aforesaid as now occupied by Francis Twisleton. And also all that estate at Winskill aforesaid which I have recently purchased from the executrix and devisee of William Foster deceased under a decree of the Court of Chancery but which is not yet conveyed to me and all other my estate at or near Winskill aforesaid unto and to the ... of my said son Thomas Stackhouse his heirs executors administrators and assigns according to the different natures and qualities thereof respectively. Subject nevertheless to the several annuities and charges now charged thereon which are to remain a charge on my Winskill estate exclusive of my other property. And also subject to all mortgage money charged on my said estate at Winskill aforesaid or which I may have borrowed to pay for the estate so much and as aforesaid in exoneration of my executors and the rest of my estate or in case of my death before the said estate is conveyed to me and the money borrowed I direct that the same shall be conveyed to my son Thomas his executors administrators and assigns according to the nature or tenure thereof subject to the payment of the sureties money and all expenses connected with the said sale and purchase in exoneration of my executors and the rest of my estate.

I give devise and bequeath all the rest and remainder of the real estate and chattels real of or to which I shall die seized possessed or entitled or have power to dispose of by this my will and whether in possession reversion remainder or expectancy to my said son John Stackhouse and Thomas Stackhouse and my said daughter Ann Stackhouse their heirs executors administrators and assigns according to the respective natures or tenures thereof equally as tenants in common and not as joint tenants.

I also give and devise unto my said sons and daughter their heirs executors administrators and assigns all such real and personal estate as at my decease may be invested in me upon any trust or by way of mortgage upon the trusts and subject to the equities affecting the same.

And I appoint the said John Stackhouse Thomas Stackhouse and Ann Stackhouse joint executors and executrix of this my will. I direct that the receipt and receipts of the acting trustees and executors of this my will for the time being for any money rents or effects paid or delivered to them shall be sufficient discharges for the same and shall exonerate all persons paying them any money from all responsibility to the application thereof.

In witness whereof I have to this and the three preceding sheets of paper set my hand the day and year first hereunto written.

Anthony Stackhouse. Signed by the said Anthony Stackhouse the testator as and for his last will and testament in the joint presence of us present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses the word 'August' between the second and third lines of the first sheet being first interlined and the words 'and charged' between the ninth and 10th lines of the second sheet being first interlined and also the words 'and a legacy of £40 to be paid immediately' between the 15 and 16th lines of the first sheet being also first interlined.... Hartley Solr. Settle. William Hartley Solr. Settle

The district registry of Wakefield

In her Majesty Court of Probate be it known that on the 13th day of August 1861 the last will and testament hereunto annexed of Anthony Stackhouse late of Settle in the county of York Esq deceased who died on the 15th day of June 1861 at Settle aforesaid and who at the time of his death had a fixed place of abode at Settle aforesaid within the district of the West Riding of the County of York was proved and registered in the said district registry of Wakefield attached to her Majesty's Court of Probate and that the administration of all and singular the personal estates and effects of the said deceased was granted by the aforesaid Court to the Rev John Stackhouse Clerk and Thomas Stackhouse the sons of the said deceased two of the executors named in the said will they being first sworn well and faithfully to administer the same by paying the just debts of the decease and the legacies contained in his will so far as they are thereunto bound by law and to exhibit a true and perfect inventory of all and singular the said estate and effects and to render a just and true account thereof whenever required by law so to do (power being reserved of making a like grant to Ann Stackhouse, spinster the daughter of the said deceased the other executor named in the said will when she shall apply for the same.

J Baley Langhorn District Registrar

A memorial was registered at Wakefield the 26th of August 1861 at two in the afternoon in Book XB page 88 number 137

William Pickard Deputy Registrar