

## Family trees

**James Saylebanke** (will, died 1548)

|  
Richard (will, died 1571)

|  
Robert - Michael - Agnes md Anthony Twisleton  
(bp 1571) (bp 1568)

**Henry Paycocke** (died 1608)

|  
Anna md Richard Walker (1586)  
(bp 1565) (died 1613)

**Robert Paicock** md Margaret  
(died 1668) (died 1668)

|  
Timothy (died 1700)  
|  
Jervase (bp 1658) - Margaret

Mr Chri. Brown's Estate at Cowside in the Parish of Giggleswicke County of York  
1797

Statute acres, roods, poles

	a	r	p
Gorbeck	123	2	2
Little Gorbeck	16	1	24
Brown Bank & Myers	19	2	8
Great Meadow	12	2	9
Low Pasture	10	3	38
Long Croft	1	1	31
Little Crofts Garden	1	1	30
Near Bank Ing	2	3	2
Far Bank Ing	4	1	26
Cowside Close	8	3	18
Little Close	2	2	17
Winskill Stones	16	2	12
Piqued Hill	1	3	32
High Goasker	7	2	0
Middle Goasker	10	3	19
Low Goasker	5	1	8

## COWSIDE

### Indenture 1595

#### Post it No. 2 [3]

This Indenture made the second day of August in the 7 and 30th year of the reign of our sovereign Lady Elizabeth by the grace of God of England France and Ireland Queen defender of the faith etc. **between** Thomas Newhouse of Settle within..... of Langcliffe Richard Kidson of the same Langcliffe Thomas Souden of Nealsing William Broune of the said Langcliffe Anthony Armitsteade of the same Thomas Kidd of the same Thomas Brayshay of Giggleswick and Mathew Sigeswick of the aforesaid Langcliffe within the county of York yeomen of the one part and Richard Walker of Cowside within the said county of York (yeoman) of the other party **witnesses that whereas** Nicholas Darcy of Northampton in the county of Northampton Esq. one of the sons of Sir Arthur Darcy knight deceased and (Henry) Billingsley citizen and alderman of London by their several indentures of lease under their hands and seals one bearing date the 29th day of November in the 4 and 30th year of the reign (of our said) sovereign Lady Elizabeth and made from them the said Nicholas Darcy and Henry Billingsley with the said William Carr and Thomas Preston and by another indenture bearing date the said 29th day of November in the said 4 and 30th year of her Highness's said reign and made from them the said Nicholas Darcy and Henry Billingsley unto the said Richard Kidsonn Thomas Souden William Broune Anthony Armitstead Thomas Kidd and Mathew Sigeswick and in another indenture bearing date the eighth day of December in the 5 and 30th year of her said Highness's reign and likewise made from them the said Nicholas Darcy and Henry Billingsley unto the said Thomas Newhouse and William Carr for and upon divers good and lawful causes and considerations in the said indentures mentioned did demise bargain sell set over and confirm unto them the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick to their and every of their executors administrators and assigns all and singular such messuage edifices lands tenements meadows pastures feedings commons woods underwoods waters ways easements profits wastes heaths moors marshes turbaries and turf grasses rents reversions services rights jurisdictions privileges commodities and advantages with all and singular the premises to the said messuages and tenements in the said indentures of lease mentioned belonging or in any wise appertaining or accepted reputed taken known used occupied demised or let as part parcel or member thereof or as appertaining..... or belonging thereunto as in the said (further) indentures thereof made more plainly and at large it does and may appear **To have and to hold** the said (lands) and tenements with all and singular their appurtenances with the Lordship or manner of Langcliffe aforesaid unto them the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick to their and every of their executors administrators and assigns from and immediately after the making of the said indentures for and during and to the full end and term and during all the rest and the residue of 500 years so of the said Lordship or manor of Langcliffe and Nappay granted by the said Nicholas Darcy unto the said Henry Billingsley as are yet unexpired not ended or determined and as in one indenture of lease of 500 years bearing date the ninth day of February in the 7 and 20th year of the reign of the

Queen's Majesty that now is as in the said indenture more plainly and at large it does and may appear **now this indenture further witnesses** that we the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick for and upon divers good and lawful causes and considerations us and every of us thereunto moving but especially for and in consideration of the sum of £31 13 shillings and 4d of lawful English money to us in hand before the ensealing hereof well and truly paid by the hands and payment of the said Richard Walker whereof and wherewith we confess ourselves well and truly satisfied contented and paid and thereof and of every part and parcel thereof do acquit and discharge the said Richard Walker his heirs and assigns by these presents **have demised** bargained sold assigned set over and confirmed and by these presents do for and from us and every of us our and from every of our heirs and assigns freely clearly and absolutely demise bargain sell assign set over and confirm unto the said Richard Walker his executors administrators and assigns all that 10 acres of pasture ground (be they more or less) set situate and lying of the west end of a place known and commonly called by the name of the Broune Bank and parcel of Cowside Close lying on the north side of Michael Saylebank his Calf close adjoining to the ground that is belonging appertaining and occupied to Winscale and Cowside of the east and abutting of two acres of Anthony Twisleton of the south side and so as their..... done measured marked and meared enclosed or to be enclosed and now in the occupation of the said Richard Walker his assign or assigns **to have and to hold** the said 10 acres of pasture ground (be they more or less) unto him the said Richard Walker his executors administrators and assigns with all ways and easements needful necessary usual and lawful to and from the same together with all and singular their appurtenances profits and commodities thereunto belonging incident or appertaining or which are known used or occupied as part parcel or member thereof from and immediately after the making of these presents for and during and unto the full end and term and during all the rest and residue of the said term of 500 years so of the said Manor of Langcliffe granted by the said Nicholas Darcy unto the said Henry Billingsley as is aforesaid and as are yet unexpired not ended or determined without impeachment of any manner of waste and in as full free large ample and beneficial manner to all intents constructions and purposes as they the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick or any of them their or any of their executors administrators or assigns have or of right are entitled to have the said premises or any part or parcel thereof by any right or rights title or titles be it by what way or means soever **and we the said** Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick for ourselves and for our and every of our executors administrators and assigns do covenant grant condescend and fully agree to and with the said Richard Walker his executors administrators and assigns and to and with every of them by these presents that he the said Richard Walker his executors administrators and assigns shall and may during the residue of the said term of 500 years as is abovesaid and are as yet remaining to come unexpired and not ended quietly and peaceably have hold occupy possess and enjoy the said demised 10 acres of pasture ground (be they more or less) together with all and singular their appurtenances profits and commodities as in and by these presents are bargained sold granted over as aforesaid without any let suite denial trouble vexation interruption..... or action (?) of us the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony

Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick or of our heires  
executors administrators or assigns or without any lawful let denial trouble vexation  
interruption ejection or eviction of any other person or persons lawfully claiming the  
premises or any part or parcel thereof by or under our estates rights or titles or by or  
under the estate right or title of any of us **and further** we the said Thomas Newhouse  
William Carr Richard Kidsonn Thomas Souden William Broune Anthony  
Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick for ourselves our  
executors administrators and assigns do covenant grant condescend conclude and  
fully agree to and with the said Richard Walker his executors administrators and  
assigns and to and with every of them that the said premises with all and singular their  
appurtenances before in and by these presents mentioned bargained and sold assigned  
confirmed and granted over as aforesaid the day of the date of these presents are and  
so from time to time and at all and every time and times hereafter during the residue  
of the said term of 500 years yet to come shall remain continue and be unto him the  
said Richard Walker his executors administrators and assigns and every of them free  
and clear and freely and clearly acquitted exonerated and discharged or otherwise  
from time to time saved and kept harmless of and from all and all manner of former  
bargains sales gifts grants leases estates annuities fees jointures dowers entails  
accounts condemnations judgments extents executions rents rent charges rents seck  
(?) arrears of rents uses conditions forfeitures statutes and recognizances and from all  
other acts titles troubles and encumbrances whatsoever heretofore had made done  
knowledged or suffered or hereafter during the said term to be had made done  
knowledge or suffered by us the said Thomas Newhouse William Carr Richard  
Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd  
Thomas Preston and Mathew Sigeswick or by our or any of our heirs or assigns or by  
any other person or persons by or through any means assents consents or  
procurements or by or through the mean assent consent or procurement of any of us  
**the rents and services** hereafter to be due to the chief Lord or Lords of the fee  
thereafter only excepted and forprized and we the said Thomas Newhouse William  
Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade  
Thomas Kidd Thomas Preston and Mathew Sigeswick for us and our executors  
administrators and assigns do further and finally..... grant condescend conclude and  
fully agree to and with the said Richard Walker his executors administrators and  
assigns and to and with every of them by these presents that we the said Thomas  
Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony  
Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick our executors  
administrators and assigns or so many of us as shall be thereunto required by the said  
Richard Walker his executors administrators and assigns or by any of them shall do  
make knowledge suffer execute and accomplish or cause to be done made  
knowledged suffered executed and accomplished all and every such further and other  
act and acts thing and things devise and devises assurance and assurances of the said  
premises before in and by these presents mentioned to be bargained sold set demised  
confirmed and assigned over as is aforesaid as by him the said Richard Walker his  
executors or assigns by his their or any of their counsel learned in the law shall be  
reasonably devised advised required or counselled at the only costs and charges in the  
law of him the said Richard Walker his executors or assigns for the further better and  
more perfect assurance surety sure making and confirming of the said 10 acres of  
pasture ground (be they more or less) with all and singular the appurtenances profits  
and commodities thereunto belonging incident or appertaining or as part parcel or  
member thereof to be had made sure and confirmed unto him the said Richard Walker

his executors administrators and assigns from and immediately after the day of the date of these presents for and during and unto the full end and term and during all the rest and residue of the abovesaid term of 500 years and are as yet unexpired not ended or..... without impeachment of any manner of waste and in as full free large ample and beneficial manner to all intents and purposes as we the said Thomas Newhouse William Carr Richard Kidsonn Thomas Souden William Broune Anthony Armitsteade Thomas Kidd Thomas Preston and Mathew Sigeswick or any of us have or are entitled to have the premises by any way right title or means..... soever. **In witness whereof** the said parties to the either side of these indentures interchangeably have set their hands and seals..... the day and year first above written.

(Signed by) Thomas Newhouse William Carr (mark) Richard Kidsonn Thomas Souden Wyllyam Broune Ant. Armitstead Thomas Kidd T P and Mathew Sigeswick

Sealed and delivered in the presence of us  
John Radcliffe Christopher Stackhouse Willm Stackhouse Robt Walker James Stackhouse aliis

Second of August 1595 Thomas Newhouse et al. to Richard Walker  
Assignment of Brown Bank for the remainder of 500 years  
The deed to Walker

..... that therein named Michael Sayebank do make..... Calf Close lying at Cowside which on Ric. Walker of the said Cowside for and consideration of another parcel of ground of..... Walker lying on the east (?) side of the highway towards Anthony Twisleton and on the west side of the ground of the said Anthony Twisleton lying..... and for the more..... hereof we the said Michael Saylebank and Richard Walker..... this 22nd day of September in the 37th year of the reign of..... Lady Queen Elizabeth..... Anthonie Twysleton Christopher Walker Richard..... signed Richard..... Richard Walker



& thereof & of every pte & parcell thereof: doth hereby acquite exonerate & discharge the sd. Robert Paicock his heirs exec. admin. & assigns, & every of them, forever by these presents HATH GRANTED demised bargained aliened assigned & sett over & by these presents the sd. Richard Clapham doth for & from him his exec. & admin.: fully freely & absolutely grant demise bargain alien assigne sett over & confirme unto the sd. Robert Paicock his exec. admin. & assigns: ALL THAT one close or parcell of ground inclosed commonly called & knowne by the name of the Littlebank Ing, & one other little close thereunto adjoining, commonly called the parocke containing by estimation three acres bee they more or less & all houses housesteads garthes & gardens to the sd. two closes or either of them adjoining or belonging & alsoe foure cattle gates or herbage pastureing & grassing for foure cattles to goe eat feed & to pasture in upon & throughout one pasture close commonly called Gorbeck Close in common with other the occupiers of the sd. pasture close, or in severalty after partition thereof bee made WHICH sd. premises are parcells of or lately belonging to these three mesuages or tenements sett lying & being at Cowside afsd; heretofore called & known by the severall names of Paicock tenement Sailbank tenement & Twistleton tenement parcells of the Lordship of Langcliffe afsd: AND which sd. hereby granted premises are now in the tenure & possession of the sd. Richard Clapham or his assigns AND also all waies pathes passages waters watercourses liberties easements hedges ditches walles fences priviledges profitts comodities emoluments & advantages whatsoever to the sd. hereby granted premisses hadd used knowne belonging or in anie wise apptaining: And that in as full free large ample & beneficial manner & forme in every respect as the same premisses were amongst other things granted bargained assigned & sett over to the sd. Richard Clapham & his assigns by Thomas Watson of Windscale in the sd. County gentleman as by one Indenture of assignment under the hand & seale of the sd. Thomas Watson bearing date the fourteenth daie of Februarie last paste before the date hereof, containing therein diverse other matters & things more at large it maie appeare AND ALSO all the full & whole estate right title intereste terme & termes of yeares of possession occupation revercon claim & demand whatsoever of him the sd. Richard Clapham of in & to the sd. hereby granted premises, & of in & to every parte & parcell thereof TO HAVE & TO HOLD the sd. close or inclosure of ground commonly called the Littlebank Ing & the sd. other little close thereunto adjoining commonly called the parock, & the sd. foure cattle gates or herbage pastureing & grassing for four cattles to goe eat & feed & to pasture in upon & throughout the sd. pasture close called Gorbeck Close & as & singular the sd. hereby before granted premisses & every parte & parcell thereof, with the appurtenances unto the sd. Robert Paicock his exec.admin. & assigns to his & their onely use & uses, moste (benefit) advantage from imediately after the daie of the date of these presents, for during & unto the full end accomplishment & expiration of all such time & of soe many years of the sd. whole term of five hundred years soe before devised by the sd. Nicholas Darcy to the sd. Henry Billingslay mentioned in the sd. firste recited Indenture & as are yet to come not spent & undetermined without impeachment of anie manner of waste AND THE SAID Richard Clapham for him selfe his exec.admin. & everie of them, doth consente promise & grant to & with the sd. Robert Paicock his exec. admin. & assigns by these presents as followeth that is toe saie that hee the sd. Richard Clapham at the time of the sealing & deliverie of these presents by virtue of the sd. Indenture of assignment to him made by the sd. Thomas Watson hath full power good right & lawful authoritie to grant bargain assigne & sett over all the sd. hereby before granted premisses & every part & parcell thereof with the

appurtenances unto the sd. Robert Paicock his exec. admin. & assigns for & during all the reste & residue which are yett unspent & to come of the sd. terme of five hundred years in manner & forme as above sd. AND THAT hee the sd. Robert Parrock his exec. admin. & assigns & everie or anie of them shall or lawfully maie, at all times hereafter & from tyme to tyme for & during all the reste & residue which are yett to come & unspent of the sd. terme of five hundred years, peaceably & quietly have hold of occupie possess & enjoy, all the sd. hereby before granted premisses & every parte & parcell thereof with the appurtenances without anie lawful lett suite trouble molestation eviction deniall hindrance disturbance or anie other incumbrance of him the sd. Richard Clapham his exec. admin. or assigns or anie of them, or of anie other persone or persons whatsoever lawfully claiming from by or under him or them or anie of them. AND ALSO that all & singular the sd. hereby before granted & bargained premisses & every parte & parcell thereof with the appurtenances now are & bee & for all tymes hereafter & from time to time for & during the continuance of all the reste & residue which are yett to come & unspent of the sd. terme shall be remaine & continue unto the sd. Robert Parrock his exec. admin. & assigns free & clerly acquitted & discharged or upon every reasonable requeste well & sufficiently saved & kept harmelesse & losselesse) by the sd. Richard Clapham his exec. or admin. OF AND from all manner of former & other bargains sales gifts grannts lease & leases mortgages wills intailes fynes feoffments jointures dowers titles of dower rents arrearages of rents, issues annuities extents statutes recognizances judgements executions debts of record & of & from all other acts estates titles charges troubles & incumbrances whatsoever heretofore hadd made done & suffered by the sd. Richard Clapham or hereafter by him his heirs exec. admin. or anie of them to bee hadd made done suffered or consented unto in ainie wise THE rents and services hereafter to bee due to the Chief Lord or Lords of the fee or fees of the sd. premises And all galds laies & assessments to church prince & neighbourhead for the sd. hereby granted promised hereafter to become due excepted & alwaies forprised AND FURTHER Also that hee the sd. Richard Clapham his heirs exec. & admin. & every of them, & Mabell his now wife as he they or anie of them shall be hereunto reasonable required by the sd. Robert Parrock his exec. admin. or assignes, shall & will at all times hereafter & from time to time for & during the terme & space of tenn years the date hereof next ensueing at & upon the reasonable requeste costs & charges of the sd. Robert Parrock his exec. or assigns, or anie of them MAKE doe knowledge execute & suffer & cause & suffer willingly to bee made done acknowledged & executed, all & every such lawful & reasonable act & acts thing & things, devise & devises, assurances & conveyances in the lawe whatsoever, for the further better more perfect & absolute assuring, suretie sure making & conveying of all & singular the sd. hereby before granted premisses, & every part & parcell thereof with the appurtenances to the sd. Robert Parrock his exec. admin. & assigns for & during the continuance of all the reste & residue then unspent & to come of the sd. terme of five hundred years, according to the true intent & meaning of these presents: BEE IT by matter in deed or matter of record or by anie other lawful waies or means whatsoever, as by the sd. Robert Paicock his exec. admin. or assigns or anie of them or by his or their or anie of their counsel learned in the lawes of this realme of England shall be reasonable & lawfully devised or advised demanded & required In Witness whereof the parties above sd. to these present indentures interchangeablie have sett their hands & seales the daie & year first above written.

Richard Clapham

**COWSIDE**  
**Post it No.6 [9] 1636**

In Latin on one side – not translated

Signatures:-

Henry Radcliffe

Richard Clapham

Willm. Lawson

James Procter

George Bateson

Antho Bainbrigg

Other side:-

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

7th March 1636

**COWSIDE**

**Post it 7 [10] Deed Poll 29 Mar 1638 (14 Chas I)**

Knowe all men by thes prentes, that we Anne Walker of the cittye of Yorke Widdowe and John Walker of the same cittye yeoman for good causes and consideracons us moveinge, do hereby for us our executors and administrators fullye freelye clearlye and absolutelye grannte bargayne sell assigne and settover unto Anthony Hurwood of the said cittye Tailor his executors administrators and assignes, All our and either of our estate and estates righte title interest tearme of yeares and demannd whatsoever of in and to All those ten acres (be the same more, or lesse) of pasture ground with thapurtennces lyinge on the west end of a place knowne and comonly called by the name of the browne bancke beinge pcell of Cowsyde Close lyinge on the northe syde of Michaell Sailebanke his Calfe Close adioyning to the ground that is belonginge appteyninge and occupied to Wainscale and Cowsyde of the east and abbuttinge of two acres of Anthonye Twisleton on the south syde and so as they are sett downe measured marked and meared inclosed or to be inclosed Late in thoccupacon of Richard Walker or his assignes, And of in and to one Little calfe close or pcell of ground with thappurtennces Late in thoccupacon of the said Michaell Saylebanke or his assigneys All which premisses are lyinge and beinge in Cowsyde in the countye of Yorke, and nowe are or late were in the tenures or occupacons of us the Anne Walker and John Walker of thone of us our or thone of our assigneys, together withall writeings towchinge the same premisses, To have and to holde all the same premisses with their appurtennces unto the said Anthonye Hurwood his executors administrators and assignes from hensforthe for and duringe all the Residewe of the tearme of five hundreth yeares as yett to come and not expired, and for and duringe all our and either of our righte title and interest therin, and in as lardge ample and benificyall manner and forme to all intentes and purposes as we the said Anne Walker and John Walker or either of us our or either of our executors administrators or assignes maye or mighte or of righte oughte to have holde occupie or enioye the same premisses by anye wayes or meanes whatsoever, Sealled with our Sealls the nyne et twentieth daie of Marche, in the yeare or our Lord God one thousand five hundreth thirte and eighte, And in the fowertenthe yeare of the Reigne of our Sovereigne Lord Charles by the Grace of God kinge of England Scotland France and Ireland defender of the faithe etc

(signed) Anne Walker John Walker

Dorso Sealled and delivered in the presence of us

Timothie Hurwood John -I- Walker younger

John F.....dington

?

Rich: Batchler

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29th March 1638

Ann Walker to Anth. Hurwood  
assignment of Browne bank



## COWSIDE

### Indenture 8 [ 11] 1653

**This indenture made** the sixth day of November in the year of our Lord God according to the computation of the Church of England 1653 between Anthony Hurwood of the city of York tailor on the one part and Robert Paycocke of Cowside in the parish of Giggleswick and county of York abovesaid husbandman and Timothy Paycocke his son and heir apparent on the other part **witnesses** that whereas heretofore Nicholas Darcy of Northampton in the county of Northampton Esq deceased and Henry Billingsley citizen and alderman of London now also deceased by their several indentures under their hands and seals one bearing date the 29th day of November in the 34th year of the reign of the late Queen Elizabeth of famous memory made by them to William Carr and Thomas Preston and another indenture bearing date the said 29th day of November in the said 34th year of the said late Queen's reign from them the said Nicolas Darcy and Henry Billingsley unto Richard Kidson Thomas Sowden William Browne Anthony Armitstead Thomas Kidd and Mathew Sigiswick and another bearing date the eighth day of December in the 35th year of the said late Queen's reign also made to the said Thomas Newhouse and William Carr for the considerations in the said several recited indentures mentioned and expressed did demise bargain sell assign set over and confirm unto the several persons above named and their and every of their executors administrators and assigns all and singular such messuages edifices lands tenements meadows pastures feedings commons woods underwoods waters ways easements profits wastes heaths moors marshes turbaries and turfgrasses rents reversions services rights jurisdictions privileges commodities and advantages with all and singular the premises in the said several recited indentures of lease mentioned belonging or in any wise appertaining or accepted reputed taken known used occupied demised or let as part parcel or member thereof or as appertaining incident or belonging thereunto as in and by the said several recited indentures relation being thereunto had more plainly and at large it does and may appear **To have** and to hold the said before mentioned lands and tenements with all and singular their appurtenances set lying and being within the manors and lordships of Langcliffe and Nappey or either of them which were before granted by the said Nicholas Darcy unto the said Henry Billingsley his heirs executors or assigns for the time or term of 500 years to come from the day of the date of the last mentioned indenture made from the said Nicholas Darcy to the said Henry Billingsley and then also to all the several persons abovenamed for the rest residue and remainder of all the said time or term of 500 years yet to come unspent and unexpired and in as ample beneficial and large manner as the same were granted to the said Henry Billingsley his heirs executors administrators or assigns as in and by the said several indentures relation thereunto had more plainly and at large it does and may appear And whereas also they the said Thomas Newhouse William Carr Richard Kidson Thomas Sowden William Browne Anthony Armitstead Thomas Kidd Thomas Preston and Mathew Sigiswicke by their indenture bearing date the second day of August in the 37th year of the reign of the said late Queen Elizabeth for the considerations therein expressed **Have** demised bargained sold assigned set over and confirmed unto Richard Walker of Cowside in the said county of York husbandman **All** that 10 acres of pasture ground (be they more or less) set situate lying and being at or of the west end of a place known and commonly called by the name of the Brownebanke and parcel of Cowside close lying on the northside of Michael Sailebanke his calfe close

adjoining to the ground that is belonging appertaining and occupied to Winscall and Cowside on the East and abutting of two acres of ground of Anthony Twisletons of the southside and so as they are set down measured marked and meared out enclosed or to be enclosed and then in the occupation of the said Richard Walker deceased his assignee or assigns **To have** and to hold the said 10 acres of pasture ground (be they more or less) unto him the said Richard Walker his executors administrators and assigns with all and singular their appurtenances profits and commodities thereunto belonging incident or appertaining or which are known used or occupied as part parcel or member thereof from the day of the date of the said indenture for and during all the rest residue and remainder of the above-mentioned time or term of 500 years yet to come unspent unoccupied not ended or determined without impeachment of any manner of waste and which were granted by the said Nicholas Darcy to the said Henry Billingsley for the term of 500 years as aforesaid together with other covenants and agreements therein specified written and declared as in and by the said recited several indentures relation being thereunto had more plainly and at large it does and may appear **All** which said 10 acres of pasture ground with the appurtenances after the death of the said Richard Walker descended and came to Anne Walker widow and relict of the said Richard Walker and John Walker their son as of right the same ought to descend and come **All** which said 10 acres of pasture ground also together with all and singular their appurtenances and all their whole estate or estates right title interest terms of years and demand whatsoever of in and to the same they the said Anne Walker and John Walker have by their absolute grant bargain and sale assigned sold and set over unto the said Anthony Hurwood his executors administrators and assigns as in and by their deed thereof to him made bearing date the 29th day of March in the year of our Lord God 1638 and in the 14th year of the late King Charles his reign relation also being thereunto had more plainly and at large it does and may appear **Now this indenture** further witnesses that the said Anthony Hurwood for divers good causes and considerations him hereunto moving and especially for and in consideration of the sum of threescore pounds of good and lawful money of England to him the said Anthony Hurwood his heirs executors administrators or assigns well and truly to be paid by the said Robert Paicocke and Timothy his son or the one of them their or the one of their heirs executors administrators or assigns or any of them in such sort manner and form as in and by their purse shall be limited set down and hereafter appointed that is to say the first six pounds thereof to be paid at the house of Michael Currer situate in the Midlewaterlayne in York at the sign of the Blue Anchor there at in or upon the feast Day of St Martin the Bishop in winter which shall be in the year of our Lord God 1654 and other six pounds thereof to be paid likewise at the house of the said Michael Currer.....

*repeated for 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663*

**Has** demised granted bargained sold aliened assigned set over and confirmed and by these presents does for and from him his heirs executors and administrators and assigns and any of them fully freely clearly absolutely demise grant bargain sell alien assign set over and confirm unto them the said Robert Paicocke and Tymothy Paicocke their executors administrators and assigns and every of them **All** that the said 10 acres of pasture ground (be they more or less) set situate lying and being at or on the west end of a place commonly called or known by the name of the Brownebanke and parcel of Cowside Close lying on the North side of Michael Sailebanke Calf close and adjoining to the ground that is belonging appertaining and

occupied to Winscale and Cowside on the East and abutting on or of two acres of ground of Anthony Twisletons on or of the southside and for and as they are set down measured meared marked and set out enclosed or to be enclosed all which said granted premises with the appurtenances are parcel of the Manor or Lordship of Langcliffe and now in the tenure holding occupation or possession of them the said Robert Paicocke and Tymothy Paicocke or the one of them their or the one of their assign or assigns **And** also all the full and whole estate right title and interest term and terms of years use possession occupation reversion claim and demand whatsoever of him the said Anthony Hurwood his heirs executors administrators or assigns or any of them of in or unto the before hereby demised and granted premises with the appurtenances and of in and unto every part and parcel thereof and in as full free large ample and beneficial manner to all intents constructions and purposes as he the said Anthony Hurwood his heirs executors and administrators or assigns or any of them have or of right ought to have the said demised and granted premises or any part or parcel thereof by any right or rights title or titles interest or interests or by what ways or means soever **And** also all ways paths passages waters watercourses liberties easements privileges hedges ditches walls fences profits commodities benefits emoluments and advantages to or with the said hereby demised and granted premises or any part or parcel thereof heretofore or now had used occupied or enjoyed or known to the same to be belonging or in any wise appertaining **To have** and to hold the said 10 acres of pasture ground and all and singular the before by and in these presents demised granted bargained sold aliened assigned set over and confirmed premises and every part and parcel thereof with the appurtenances unto them the said Robert Paicocke and Tymothy Paicocke their heirs executors administrators and assigns and every of them and to and for their only use and uses best benefit and advantage from and immediately after the day of the date of these presents for during and unto the full end term accomplishment expiration or determination of all such time or term of years of the said whole time or term of 500 years so before demised and granted by the said Nicholas Darcy to the said Henry Billingsley of the said Manor or Lordship of Langcliffe mentioned in the said recited indentures as are yet to come and not spent unexpired and undetermined without impeachment of or for any manner of waste **And** the said Anthony Hurwood for himself and his heirs executors administrators and assigns and every of them does by these presents covenant promise grant condescend conclude and fully agree to and with them the said Robert Paicocke and Tymothy Paicocke their heirs executors administrators and assigns and every of them that he the said Anthony Hurwood at the time of the sealing and delivery of these presents (by virtue of the said deed or indenture of assignment to him made from them the said Anne Walker and John Walker and the before recited indentures of demise and grant as aforesaid) Has full power good right and lawful authority to demise grant bargain sell alien assign set over and confirm all the said hereby demised and granted premises and to every part and parcel thereof with the appurtenances unto them the said Robert Paicocke and Tymothy Paicocke their heirs executors administrators and assigns and every of them for and during all the rest and residue of the said term of years which are yet to come unspent and undetermined of the said term of 500 years in manner and form as aforesaid and that they the said Robert Paicocke and Tymothy Paicocke their heirs executors administrators and assigns and every or any of them shall and lawfully may from time to time and at all and every time and times hereafter for and during all the time rest and residue of the said time or term of 500 years above-mentioned which are yet to come and remaining unexpired unspent not ended nor determined peaceably and quietly **Have** hold use occupy

possess and enjoy the said 10 acres of pasture ground (be they more or less) together with all and singular the said hereby before demised and granted premises and every part and parcel thereof with the appurtenances without the lawful let suit trouble molestation vexation interruption eviction ejection (?) denial hindrance disturbance or any other encumbrance whatsoever of him the said Anthony Hurwood his heirs executors administrators or assigns or any of them or of any other person or persons whatsoever having or claiming to have any estate right title or interest of in or unto the above demised granted bargained sold aliened assigned set over and confirmed 10 acres of pasture ground and all and singular the premises with the appurtenances and every or any part or parcel thereof by from or under him or them or any of them and also that all and singular the said before by these presents demised and granted premises and every part and parcel thereof with the appurtenances now are and be and so shall at all and every time and times hereafter during the remainder rest and residue of the said term of 500 years yet to come not spent and unexpired remain continue and be unto them the said Robert Paicocke and Tymothy Paicocke their heirs executors and administrators and assigns and every of them free and clear and freely and clearly exonerated acquitted and discharged or otherwise upon every or any reasonable request or requests of them the said Robert Paicocke and Tymothy Paicocke or either of them their for either of their heirs executors and administrators or assigns or any of them unto him the said Anthony Hurwood his heirs executors and administrators or assigns or any of them well and sufficiently saved and kept harmless lossless and indemnified by him the said Anthony Hurwood his heirs executors administrators or assigns or some of them **Of** from all and all manner of former and other bargains sales gifts grants leases estates annuities fees fines issues ..... jointures dowers titles of dower entails accounts condemnations judgments extents executions rents rents charge rents secke arrears of rents uses conditions forfeitures statutes recognizances feoffments mortgages statutes staple debts of record and of and from all other acts estates titles charges troubles and encumbrances whatsoever heretofore had made suffered or done by him the said Anthony Hurwood his heirs executors and administrators or assigns or any of them or hereafter to be had made suffered done consented unto in any wise (the rents and services hereafter to be due to the chief Lord or Lords of the fee or fees of the said premises and all gaulds layes assessments to the church state and neighbourhood for the said hereby demised and granted premises hereafter to become due and payable excepted and always forprized) and the said Anthony Hurwood for himself his heirs executors administrators and assigns and every of them does by these presents further finally covenant grant condescend conclude and fully agree to and with them the said Robert Paicocke and Tymothy Paicocke their heirs executors administrators and assigns and any of them that he the the said Anthony Hurwood his heirs executors administrators and assigns and any of them or so many of them as shall be thereunto required by them the said Robert Paicocke and Tymothy Paicocke or either of them their or either of their heirs executors administrators or assigns or any of them shall and will from time to time and at all and every time and times hereafter for and during the time term and space of 10 whole years next ensuing the day of the date of these presents at and upon the reasonable request cost and charges in the law of them the said Robert Paicocke and Tymothy Paycocke or either of them their or either of their heirs executors administrators or assigns or any of them **make** do knowledge suffer execute accomplish and cause and suffer willingly to be made done knowledged suffered executed and accomplished **All** and every such lawful and further reasonable act and acts thing and things devise and devises assurances and conveyances in the law

whatsoever for the further better more perfect and absolute assurance surety and sure making confirming and conveying of all and singular the said hereby demised and granted 10 acres of pasture ground and premises with the appurtenances and every part and parcel thereof unto them the said Robert Paicocke and Tymothy Paicocke and every or either of them their or either of their heirs executors administrators or assigns for and during all the rest remainder and residue of the said time term and space of 500 years then unspent unexpired and undetermined according to the true intents meaning of these presents be it by fine feoffment matter in deed matter of record release confirmation or otherwise by any lawful ways or means whatsoever as by them the said Robert Paicocke and Tymothy Paicocke or either of them their or either of their heirs executors administrators and assigns or any of them or their or any of their counsel learned in the laws of this nation shall be reasonably devised advised demanded or required (without impeachment of any manner of waste) so as he the said Anthony Hurwood nor his heirs executors and administrators nor assigns nor any of them being not compelled to travel above 10 miles from the said city of York for the doing and executing thereof **In witness** whereof the parties above named to these present indentures interchangeably have put their hands and seals the day and year first above written

Anthonye Hurwood

*Overleaf*

Timoth Paycocke's deedes

6th November 1653

Anthony Hurwood to Robert Peacock et fil

Assignment of Brownbank for the rest of 500 years .....60

Sealed assigned and delivered in the presence of Michael Currer Susanna Currer  
.....Currer Daniell Dabbes

**COWSIDE**

**Post it No. 9 [12]** Poor condition on right hand side

On outside:-

Assignment of Brown Banks for the (rent)

Robt.Peacock 500 years

To cons 38

Henry Walker

Memorandum that the herein named Robert Peacock & Timothy Peacock the daye and yeare herein written did not only sealed & delivered this deed to the herein named Henry Walker but afterwards the same daye in there owne persons did give & deliver unto him the sd. Henry Walker peaceable & quiet possession & ...of all the primisses within granted accordinge to the tenor and effect of the Deed herein written in the sight & presence of

Henry Atkinson

His mark H

Richard (Jackson)

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This Indenture made the twentieth day of June in the year of Our Lord one thousand sixe hundreth fifty four BETWEENE Robert Paicocke of Cowside in the parish of Giggleswick in County of Yorke husbandman & Timothy Paicocke his sonn & heir apparent on the one party And Henry Walker of Kirkbye in Malhamdale in the sd. County of York millner of the other parte. WITNESSETH that the sd. Robt.Paicocke & Timothy Paicocke for & in consideration of the summe of thirty pounds of lawful English money unto them by the sd. Henry Walker before thensealing..... these presents well & trewlye contented satisfied & payd & given for the same: HATH demysed granted bargained solde aliened assigned sett over & confirmed & by these presents doth (..... For himself his) heirs exec. admin. & assigns & every of them fully freely & clearly & absolutely demise grante bargain sell alien assigne sett over & confirme that the sd. Henry Walker his exec. & admin. & assigns & every of them ALL that tenn acres of pasture ground bee they more or less sett situate lyinge & being at or on the west end of a place commonly called or known by the name of Brown Banks being parcell of Cowside lying on the north side of Michael Sailebank's Calfe Close & adjoyneing to the ground that is belonging appertaining & occupied to Winscale & Cowside on the east & adjoyning two acres of ground of Anthony Twistleton on or of the south side & soe as they arr sett downe measured meared marked & sett out inclosed or to bee inclosed ALL which sd. granted (premises) are parcell of the mannor of Langcliffe. And now in the tenure & occupation of them the sd. Robt. Peacock & Timothy Peacock or the one of them, there or the one of there assigne & assignes & (page torn.....) occupation of Richard Walker late of Cowside deceased & after the decease of the sd. Richard the premisses herein granted were in the lawful possession of Ann Walker wife to the sd. Richard & John Walker (torn.....)sd. Ann Walker & John Walker her son by their Indenture & Deed bearing date the (wone) & twentyeth daye of March in the yeare of Our Lord 1638 for the same therein expressed, did bargain( )grant & sett over the sd. premises with their appurtenances herein granted with their whole estate which Anthony hurwood late of York deceased as by the sd. Indenture more at large it doth & maybe (torn....) did the sd. Anthony hurwood by his Indenture or Deed bearing date the six day of November in the year of Our Lord 1653 for the same therein expressed Did bargain sell assigne &( ) the ( )with their appurtenances herein

granted with all his whole estate during the tyme & terme of the remaynder of five hundreth years which are unexpired unto the sd. Robt. Peacocke and Timothy Peacocke his ( )sd. Indenture more at large it doth & maye appeare with sd. severall Indentures or deeds are to bee delivered unto the sd. henrye Walker: AND also all the full & whole estate right title (torn.....) terme & termes of years use possession occupation reversion clayme & demand whatsoever of them the sd. Robt. Peacocke & Timothy Peacocke their heires exec. admin. or ass. Or any of them of in or unto the (torn.....) herein demised & granted premises with the purtenance & of in & unto every parte & parcell thereof & in as full free large ample & beneficiall maner to all intents considerations & purposes as they the sd. Robt. Peacocke & Timothy Peacocke their heires exec. admin. or ass. Or any of them & or of right ought to have the sd. demised & granted premises or any part or parcell thereof by any right or rightes tyle or titles interest or interests or by what wayes or ( ) AND also all ways paths passages waters watercourses liberties easements priviledges hedges ditches walls fences profitts comodities benefits emoluments & advantages to & with the sd. hereby demised & granted premises or any part or parcell of these aforesaid ( / ) occupied or enjoyed or known to the same to bee belonging or in anywise appertaining TO HAVE & to hold the sd. tenn acres of pasture ground & all & singular the beefore by & in these presents demised granted solde aliened and sett over premises & every part & parcell thereof with the appurtenance unto him the sd. Henry Walker his heires exec. admin. & ass. & every of them & to & for their onely use & uses best benefit (torn.....) after the ( ) of these presents for during & unto the full end terme accomplishment expyration or determination of all such year or terme of yeares of the sd. whole tyme or terme of five hundreth yeares soe before demised & granted Robert Peacock & Timothy Peacocke as are yet to come not spent unexpyred & undetermined without impeachment or for any (manner of waste) And the sd. Robt. Peacocke & Timothy Peacocke for themselves their heires exec. admin. & ass. ( ) of these presente (convent) promise grante (conditioned) conclude & fully agree to & with him the sd. henry Walker his heirs exec. admin. & assigns & every of them that they the sd. Robt. Peacocke & Timothy Peacocke ( ) of these presents (...rsied) of the sd. Deed or Indenture of assignment to them made from the sd. Anthony hurrwood as aforesaid: hath full power good right & lawful authority to demise grant bargain sell alien assigne & sett over confirme all the sd. hereby demised & granted premises & every part & parcell thereof with the appurtenance unto the sd. Henry Walker his heires exec. admin. & assigns & every of them for & during the afsd. term of years which are yett to come unspent & undetermined of the sd. terme of five hundreth yeares in manner & forme aforesaid And that the sd. Henry Walker his heires exec. admin. & ass. & either or any of them shall & lawfully maye from tyme to tyme & att all & every tyme & tymes hereafter for & during all the tyme rest residue of the sd. tyme or terme of five hundreth yeares above mentioned which are yet to come & remaining ( / / ) ended nor determined peaceably & quietly HAVE hold use occupie possess & enjoy the sd. tenn acres of pasture ground be they more or less together with all & singular the sd. hereby before demised granted premises or any part or parcell hereafter appertaining without lawful lett suite trouble molestation vexation interruption eviction ejection denyall hindrance disturbance or any other incumbrance whatsoever of them the sd. Robt. Peacock & Timothy Peacocke their heires exec. admin. & assigns or any of them or of any other person or persons whatsoever having or claiming to have any estate right tyle or interest of in & unto the above demised granted & bargained sold aliened assigned sett over & confirmed tenn acres of pasture(.....) and all and singular the premises

the appurtenance & every or any part or parcell thereof by from or under them or any of them And allsoe that all & singular the sd. beefore by these present demised & granted premises & every part & parcell thereof with the appurtenances & ( ) & every tyme & tymes hereafter dureing the remainder rest & residue of the sd. terme of five hundreth yeares yett to come & unexpired remayne continew & bee unto the sd. Henry Walker his heires exec. admin. & ass. & every (.....) & freely & clearly exonerated acquitted discharged or otherwise upon reasonable request or requests of him the sd. Henry Walker his heires exec. admin. or ass. or any of them ( ) them the sd. Robert Peacocke & Timothy their heires exec. admin. or ass. Or any of them (well sufficiently) saved kept harmless lossless & indempnified by them the sd. Robert Peacocke & Timothy Peacocke their heires exec. admin. or ass. or some of them OF & from all former & other bargains sales gifts grants leases estates annuities fees fines & dues americiaments joyntures dowers tythes of dowers intails accompts condempnations judgements extents executions rents charge rents seck arrearages of rentes (issues conditions) forfeitures statutes recognizances feoffments mortgages statute staple debts of record & of & from all other estates titles charges troubles & incumbrances whatsoever hadd made suffered or done by them the sd. Robert Peacocke & Timothy Peacocke their heires exec. admin. or ass. or any of them hereafter to be said made suffered done or concented unto in any wise the rents & services hereafter to bee due to the chiefe Lord or Lorde of the fee or fees of the sd. premises & adjacent ( ) of neighbourhead for the sd. hereby demised & granted premises hereafter to beecome due & payable excepted & allwayes foreprized AND the sd. Robert Peacock & Timothy Peacock for themselves their heires & exec. admin. & ass. & every of them doth by these presents further covenant grante conclude & agree to & with the sd. Henry Walker his heires & ass. & every of them that they the sd. Robert Peacock & Timothy Peacock their heires exec. admin. & ass. as every of them or soe many of them as shall bee required by them the sd. Henry Walker his heires exec. admin. or ass. or any of them shall & will from tyme to tyme & at all & every tyme & tymes hereafter (..../.....) the (.....) terme & space of tenn whole years next ensuing the daye of the date of these presents att & upon the reasonable request costs & charges in the lawe of the sd. Henry Walker his heires exec. admin. & ass. or any of them MAKE doe acknowledge suffer execute & accomplishe & cause & suffer willingly to be made done acknowledged suffered executed & accomplished: ALL & every such lawful & further reasonable act or acts thing or things demise & demises assurances conveyances in the lawe whatsoever for the further better more perfect & absolute assureing surety & sure making confirming & conveying of all & singular the sd. hereby demised & granted tenn acres of pasture ground & premises & every part & parcell thereof unto him the sd. Henry Walker his heires exec. admin. & ass. for & during all the rest & residue of the sd. tyme & terme & space of five hundred yeares then unspent unexpired & undetermined accordinge to the true intent & meaninge (.....): Bee it by fyne feoffment matter in deed matter of record release confirmation or (.....) by any lawful(.....)meanes whatsoever as by him the sd. henry Walker his heires exec. admin. or ass. or any of them or any of their counsell learned in the lawes of this land shall be reasonably devised advised and required (without ?)(any impeachment?) or maner of waste soe as they the sd. Robert Peacock & Timothy Peacock their heires exec. admin. or ass. or any of them bee not (compelled.....) above term (torn.....)from the (...../.....) for the doeing or executioning thereof IN WITNESS whereof the parties above named to these present indentures have interchangeably put & sette their hands & seales the day & yeare first above written.



## **COWSIDE**

### **Post it 10 [13] Performance bond and Obligation 1659**

Know all men by these presents: That we Robert Peacock of Cowside in the parish of Giggleswick and in the county of York and Timothy Peacock his son do hold ourselves firmly bound to Henry Walker of Kirkby in the said county Milner in the whole sum of threescore pounds of lawful English money which is due to be paid to him the said Henry Walker or to his certain attorney to his heirs executors administrators or assigns or to some of them the same to be truly paid we the said Robert Peacock and Timothy Peacock do bind us our heirs executors administrators or assigns and any of us firmly by these presents in witness whereof we have hereunto set our hands and seals the 20th day of June in the year of our Lord God 1659.

The condition of this obligation is such: That of the above bounden Robert Peacock and Timothy Peacock their heirs executors administrators and assigns and every of them at all times hereafter well and truly observe perform fulfil and keep all and singular the covenants grants considerations and agreements which on their parts and behalves are to be observed performed fulfilled and kept contained written and declared in one indenture bearing date with these presents made between the above named Robert Peacock and Timothy Peacock on the one part and the above named Henry Walker on the other part. That then this present obligation to be made void and of none effect or else to remain and be in its full power strength and virtue.

Sealed signed and delivered in the sight and presence of  
Henry Atkinson his mark  
Richard Ibbotson (?)  
Robert Peacock his mark ROB  
Timothy Peacock his mark T

**Indenture 1669 William and Margaret Kidd and Thomas Geldart of Langcliffe**

Indented top, right hand side decayed

This indenture made the first day of April in the year of the reign of our sovereign Lord Charles II over England France and Ireland King the 21st and in the year of our Lord God according to the computation of the church of England 1669**between** William Kidd of Langcliffe in the parish of Giggleswick and county of York yeoman and Margaret Kidd on the one-party and Thomas Geldart of the same town of Langcliffe junior and county of York woollen webster on the other party witnesses that the said William Kidd and Margaret his wife for and in consideration of the full and just sum of £11 - 10 shillings of good and lawful money of England to them in hand before the ensealing and delivery of these presents by the said Thomas Geldart whereof and wherewith they the said William Kidd and Margaret his wife..... to be fully satisfied contented and paid and thereof and of every part and parcel thereof do hereby freely clearly and absolutely acquit exonerate and discharge..... Thomas Geldart his executors and administrators and assigns and every of them for ever(?) by these presents **have** demised granted bargained sold assigned leased..... confirmed and by these presents do fully clearly and absolutely demise grant bargain lease sell assign set over and confirm unto the said Thomas Geldart (his executors) administrators and assigns so much soil eddige(?) and pasture of ground in upon and thereon out the one close of pasture lying being and remaining within the common(?) territories and liberties of Langcliffe aforesaid and belonging to the township thereof commonly called hand known by the name of Over close alias Cowside close as is usually..... reputed taken and..... known to be two full whole and complete cattle gates or so much of the said stinted pasture as is usually occupied in neighbourhood or known to be two full and whole beast gates after the usually and accustomed manner of stinting together with all ways paths passages waters watercourses wells springs walls fences ditches wastes waste grounds mosses commons turbaries and all other royalties liberties easements profits commodities emoluments and all other appurtenances whatsoever to the said two cattle gates belonging or in any manner or wise appertaining or heretofore at any time accepted reputed taken known or occupied as part and parcel or member of the same**To have and to hold** the said two whole cattle gates or beast gates and all and singular other the premises with their and every of their appurtenances before by and in these presents demised or granted or mentioned and intended to be granted demised and bargained and every part and parcel thereof unto the said Thomas Geldart his executors administrators and assigns to their only use and uses most benefit profit and advantage from and immediately after the date of these presents for and during and unto the full end expiration and determination of all the rest residue and remainder which are yet unspent and to come of the term of 500 years..... term the premises with other things and lands at first were granted and until the same shall be fully complete finished and ended without impeachment of or for any manner..... and the said William Kidd and Margaret Kidd his wife for themselves from their heirs executors administrators and assigns and other people whomsoever the said two cattle gates with their appurtenances unto the said Thomas Geldart his executors heirs administrators and assigns for and during the remainder which are yet unspent and to come of the aforesaid term of 500 years shall and will..... and defend and the

said William Kidd for himself and for the said Margaret his wife and both of them for their heirs executors administrators and assigns and every of them to covenant promise and grant to and with the said Thomas Geldard his executors administrators and assigns and to and with every of them by these presents in manner and form following That is to say that he the said William Kidd by himself or his assigns stands and is seized and possessed of the premises before by and in these presents demised or mentioned to be demised with their and every of their appurtenances without any manner of condition or limitation of use or uses to alter change or determine the same and that they the said William Kidd and Margaret Kidd his wife both of them now have or has full power good right and lawful authority to..... sell demise and set over the said two cattle gates with their appurtenances and every part and parcel thereof unto him the said Thomas Geldard his executors administrators and assigns and every of them in manner and form abovesaid and that he the said Thomas Geldard his executors administrators and assigns and every of them by force and virtue of these presents shall or may lawfully enter into the said premises and take to himself his or their use or uses the yearly benefit or commodity that (?) shall arise or accrue from the said two cattle gates and at all times hereafter during the residue yet unspent (and to come) of the term aforesaid quietly have hold use occupy possess and enjoy the same with all the appurtenances without any let suite trouble molestation eviction ejection (denial.....) hindrance or any other encumbrance whatsoever of them the said William Kidd or Margaret Kidd his wife their heirs executors administrators or assigns or of any (other.....) whomsoever he the said Thomas Geldart his heirs executors administrators and assigns at all times saved and kept harmless by them the said William Kidd and Margaret Kidd (.....) **of and** from all manner of former and other bargains sales gifts grants lease and leases jointures dowers titles or dower mortgages entail fines..... annuities rents arrears of rents debts and of and from all other charges acts estates tythes troubles and encumbrances whatsoever heretofore had made..... unto or hereafter at any time to be had made done suffered or consented unto by him the said William Kidd or Margaret his wife their executors administrators (and assigns) The rents gauldes layes assessments Hyrd wages or other impositions as hereafter shall become due for the premises to the King Church or by way of..... forprized and excepted And moreover and lastly the said William Kidd for himself and for the said Margaret Kidd his wife their heirs executors and administrators and for every of them covenant promise and grant to and with the said Thomas Geldard his executors administrators and assigns and to and with every of them by these presents that he the said William Kidd and Margaret Kidd his wife their heirs executors and administrators shall and will at all times hereafter and from time to time during the time and space of 10 years next coming at the reasonable request cost and charges of the said Thomas Geldard his executors administrators and assigns or any of them make do knowledge execute and suffer or cause and suffer without..... done knowledged and executed all and every such further and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the better..... perfect assuring sure making and conveying the above said bargained premises to the said Thomas Geldart his executors and assigns for and during the residue which is yet unspent..... of the term of 500 years be it by a matter of deed or matter of record fine release or confirmation or by any such lawful ways or means as by the said..... Geldart his executors or assigns or by any of his or their counsel learned in the laws shall be reasonably devised advised required..... Kidd and Margaret Kidd his wife

party to these presents have hereunto and in confirmation of this said deed put to their several hands and seals the day and year first above written

(Signed) William Kidd Margaret Kidd (mark)

Sealed signed and delivered in the sight and presence of  
Richard Huitson (mark)  
William Geldard  
Jane Huitson (mark)  
Leonard Carr

## COWSIDE

Post it 12 [17] 1671

**To all Christian people** to whom these presents shall come Know you that we Margaret Paycocke of Cowside widow Thomas Freeman of Long Preston wt smith and Elizabeth his wife Mary Paycocke of the same town of Long Preston spinster Ann Knowles of Kirkby Malhamdale widow all within the county of York for the consideration of the sum of £12 to us given and paid or security for the same entered by Timothy Paycocke of Cowside aforesaid and for the future quiet and peaceably living of each of us Have remised released and for ever quitclaimed and by these presents for us and every of us our and every of our heirs executors administrators or assigns do fully clearly and absolutely remise release and for ever quitclaim unto Timothy Paycocke aforesaid natural son of the said Margaret all manner of matters accounts suits quarrels and all the right estate title interest and demand whatsoever which we every or any of us have or ought to have in or against him the said Timothy Paycocke or in time to come may might or could have by any pretext or title whatsoever of in or to that parcel of meadow or pasturing land commonly called Browne Bancke or of in or to any part or parcel thereof **To have and to hold** all the said parcel of land called Brownebancke unto the said Timothy Paycocke his heirs executors or assigns to the only use and behoof of the said Timothy Paycocke his heirs executors or assigns and every of them for ever so that neither they the said Margaret Paycocke Thomas Freeman nor Elizabeth his wife Mary Paycocke nor Ann Knowles their heirs executors nor administrators nor any other person or persons for them or any of them or in their names or in the name right or stead of any of them shall or will by any way or means hereafter have claim challenge or demand any estate right title or interest by dower or title of dower or otherwise of in or to the premises or any part or parcel thereof but from all and every action right estate title interest or demand of in or to the premises or any part or parcel thereof and from all suits actions of suits trespass challenge debt arrears of debt charges claim and demand whatsoever they and every of them shall be utterly excluded and debarred for ever by these presents In witness whereof unto these our release and acquittance general we have hereunto put our hands and seals this 10th day of May in 23rd year of the reign of our sovereign Lord Charles II over England Scotland France and Ireland King defender of the faith etc. And in the year of our Lord God 1671

(signed) Margaret Paycocke (mark) Thomas Freeman TF Elizabeth Freeman E Mary Paycocke (mark) and Knowles (mark)

10th of May 1671 Elizabeth Paycocke to Timothy Paycocke release of a close called Brown Bank

Sealed signed and delivered by Margaret Paycocke Thomas and Elizabeth Freeman and Mary Paycocke in the sight and presence of us John Richardson Richard Wright Leonard Carr Rob Wetherall

**COWSIDE**

**Post it 13 [18] 1679**

To all Christian people to whom this present writing of release shall come or the same shall be read or heard Margaret Paycocke late of Cowside in the county of York widow late wife of Robert Paycocke of Cowside aforesaid husbandman deceased sends greeting in our Lord God everlasting know you that I the said Margaret Paycocke for the natural love and motherly affection which I bear unto Timothy Paycocke my natural son and heir apparent and for divers other good causes and valuable considerations me hereunto much moving Have remised released and quit claimed and by these presents of the said Margaret Paycocke do for and from me my executors and administrators remise release and for ever hereafter quitclaim unto the said Timothy Paycocke his heirs executors administrators and assigns All that my full and whole estate right title interest term and terms of years use possession occupation reversion claim and demand whatsoever which I the said Margaret Paycocke heretofore ever had, now have or that either of my executors or administrators or any of us at any time or times hereafter may might or of right ought to have either in trust or otherwise of in and to all those four cattle gates lying and being in a close or pasture called Gorbeck at or near Cowside aforesaid in the parish of Giggleswick in the county aforesaid and of in and to the soil and ground thereof with the appurtenances now in the tenure possession and occupation of one Thomas Whitfield of Westsidehouses in the aforesaid county yeoman his assign or assigns so that neither of the said Margaret Paycocke my executors administrators nor assigns nor any of us nor any other person nor persons whatsoever from by or under me or any of us any right title interest claim or demand whatsoever of in and to the said premises or of in or to any part or parcel thereof at any time or times hereafter may have challenge or demand But of and from on all and all manner of action and actions of right title and interest of in and to the said premises and every part and parcel thereof we and every of us are and shall be utterly excluded and for ever debarred by these presents. In witness whereof to this my present writing of release I the said Margaret Paycocke have put my hand and seal the eight and 20th day of April in the one and 30th year of the reign of our gracious sovereign Lord Charles II by the grace of God King of England Scotland France and Ireland defender of the faith etc. in the year of our Lord God 1679

Margaret Paycocke her mark

sealed signed and delivered in the presence of

.....

Thomas Lambert

Thomas Clark his mark

? Wigglesworth

**COWSIDE No.14 [19]**

On outside 7<sup>th</sup>.October 1680

Timothy Peacock Assignment for 400 years of Littlebank Ing,  
Parrock & the moeity of all houses  
To two beast gates in Gorbeck Close &  
Cowside Cons 20  
Jarvis Paycock

Sealed signed & delivered in the sight & presence of (Thomas MoorHouse)  
Christopher Armitstead  
Robert Lakeland

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This Indenture made the seventh day of October in the two & thitith yeare of the Raigne of our Sovereign Lord Charles the second by the grace of god of England Scotland France & Ireland King defender of the faith – Anno domini 1680  
BETWEENE Timothy Paycock of Cowside in the County of York Haberdasher of the one parte & Jarvis Paycock of the sd. Cowside son of the sd. Timothy & in the afsd. County Haberdasher of the other parte. WITNESSETH that the sd. Timothy Paycock for & in consideration of the sume of twenty pounds of lawful English money to him in hand paid by the sd. Jarvis Paycock at & before the sealing & deliverie of these presents the receipt whereof he the sd. Timothy Paycock doth hereby acknowledge & thereof & of every parte & parcell thereof doth fully freely clearly & absolutely acquitt free & discharge him the sd. Jarvis Paycock his heires exec. & admin. & every of them for ever by these presents HATH DEMISED granted bargained sold aliened assigned & sett over & by these presents for & from himself his heires exec. admin. & assigns fully freely clearly & absolutely demise grant bargain sell alien assigne sett over & confirm unto the sd. Jarvis Paycock his exec. admin. & assigns ALL that one close or inclosure of ground commonly called & known by the name of Little Bank Ing And one other little close thereunto adjoining called the Parrock contayning both by estimation three acres be they more or less And also the moyety or one halfe pte of all the houses housesteads garthes or gardens And alsoe two beast gates or cattlegates or herbage pastureing or grassing for two cattell, to goe eat feed & to pasture in upon & throughout one pasture close commonly called Gorbeck Close in common with other the occupiers of the sd. pasture close or in severallity after partition thereof be made, ALL which sd. premises are lying & being at Cowside afsd. Within the townshippe of Lancliffe & now in the possession of him the sd. Timothy Paycock his assigne or assigns And alsoe all & singular wayes pathes passages waters water courses woods underwoods hedges ditches walls fences liberties easements profitts hereditaments & appurtenances whatsoever to the same belonging or in any wise appertaining TO HAVE AND to hold all the afsd. premisses with their rights members & appurtenances unto the sd. Jarvis Parrock his exec. admin. & assigns from & immediately after the day of the date hereof for during & unto the full end & expiration of the term of 400 years fully to be complete & ended YIELDING paying doeing & dischargeing therefore yearly dureing the sd. terme all rents dues & services henceforth growing due for & in respect of the same AND the sd. Timothy Paycock for himself his heires exec. & admin. doth covenant promise grant & agree to & with the sd. Jarvis Paycock his exec. admin. & assigns & to & with every of them by these presente in manner & forme following (that is to say) that he the sd. Timothy Paycock at the time of the sealing & deliverie of these

presents is & standeth soe lawfully possessed of the sd. Close cattlegates & premisses that he hath in himselfe full power good right & lawful authority to demise & grant the sd. into the sd. Jarvis Paycock his exec. admin. & assigns in manner & form affore in these presents expressed AND that he the sd. Jarvis Paycock his exec. admin. or assigns shall from time to time & at all times hereafter during the above sd. terme peaceably & quietly have hold use occupie possess & enjoy all the above demised premisses with their hereditaments & appurtenances without lawfull lett suite trouble molestation eviction ejection deniall hindrance or incumbrance whatsoever of him the sd. Timothy Paycock or of any other person or persons whatsoever lawfully claiming AND that free & cleare of & from all & all manner of former & other bargaines sales gifts grants lease & leases joyntures dowers & tytles of dower wills intayls extents judgements execution mortgages rents arrearages of rents fines issues & amerciaments & of & from any other acts estates tytles charges troubles & incumbrances whatsoever the rents dues & services henceforth growing due for & in respect of the premises only excepted AND FURTHER that he the sd. Timothy Paycock his heires exec. admin. or assigns or any of them shall & will at any time hereafter within the space of seven years now next following at & upon the reasonable request & at the cost & charges in the law of the sd. Jarvis Paycock his exec. admin. or assigns make doe knowledge execute & suffer or cause to be made done knowledged executed & suffered all & every such further & reasonable act & acts thing & things devise & devises assurances & conveyances in the law whatsoever for the further better & more perfect assurance surety suremaking & conveying of the above demised premisses with their hereditaments & appurtenances unto the sd. Jarvis Paycock his exec. admin. & assignes for the term above sd. Bee it by matter in fact or matter of record or by any other wayes or means whatsoever as by him the sd. Jarvis Paycock his exec. admin. or assignes or his their or any of their councill learned in the law shall be reasonably & lawfully devised or advised & required. IN WITNESS whereof the parties above sd. to these present Indentures Interchangeably have sett their hands & seales this day & year first above written.

Signed

Timothy Paycock

## **COWSIDE**

### **Post it 15 [20] Bond**

7th October 1680

Noverint universi per presentes me Timothy Paycocke de Cowside in Comitatu Ebor teneri et firmiter obligare Jarvis Paycocke de dict Cowside in Comitatu predict ... yeoman in ..... libris bonae et legalis monete Anglie.....

Sigillat signat et delib in conspectio..

Thomas Moorehouse Christopher Armitstead Rob. Lakeland  
etc in standard Latin format. No amount of money specified.

The condition of this obligation is such that if the above bound Timothy Paycocke his heirs executors administrators or assigns shall do well and truly observe perform all fulfill accomplish and keep all and singular the covenants grants articles clauses provisos and agreements which are specified declared and written in a certain indenture of demise bearing even date with these presents made between Timothy Paycocke of the one part and Jarvis Paycocke of the other part and that in and by all things according to the true intent and meaning of the same that then this present obligation to be void and of none effect or else the same to be and remain in full power and virtue.

Signed Timothy Paycocke T

## COWSIDE

Post it 16 [21]

### Indented top

**This indenture made** the 26th day of December in the 33rd year of the reign of our sovereign Lord Charles II by the grace of God of England Scotland France and Ireland King defender of the faith etc. and in the year of our Lord Christ 1681 Between Jervas Peacock of Cowside in the parish of Giggleswick in the county of York felt maker and Ralph Burke of Tennant gill in the parish all Kirby Malhamdale in the county aforesaid yeomen of the one part and Timothy Peacock of Cowside aforesaid felt maker of the other part **whereas** the said Timothy Peacock by his indenture under his hand and seal bearing date with these presents for the consideration of the sum of £31 -16 shillings did demise grant sell and confirm unto the said Jervas Peacock and Ralph Burke their executors administrators and assigns for the term of 400 years all that one close of meadow and pasture ground called and known by the name of Brownebanke as the same is divided containing by estimation 10 acres be it more or less together with all ways paths and appurtenances to the same belonging for and under their yearly rent of one peppercorn And further as by the said indenture relation being thereunto had fully and at large it does and may appear **Now this indenture** witnesses that the true intent and meaning of the said indenture and of the parties thereunto was and is and is hereby declared to be and the said Jervas Peacock and Ralph Burke for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said Timothy Peacocke his executors administrators and assigns and to and with every of them by these presents that if he the said Timothy Peacocke his heirs executors and administrators or any of them shall well and truly pay and discharge unto John Serjeantson of Hanlith in the county aforesaid bachelor one bond or obligation of £60 bearing date with these presents conditioned for the payment of £31 -16 shillings in or upon the 27th day of December 1682 for which said sum and in which said bond they the said Jervas Peacocke and Ralph Burke do stand jointly and severally bound to the said John Serjeantson to and with the said Timothy Peacocke and shall also at all times hereafter well and sufficiently save and keep harmless lossless and indemnify them the said Jervas Peacocke and Ralph Burke their heirs executors and administrators and every of them of and from all and all manner of costs charges suits troubles expenses and encumbrances whatsoever which shall or may arise happen or come to them or any of them touching and concerning the said bond so by them entered into as aforesaid That then the above recited indenture and every covenant grant and agreement therein contained to be absolutely void frustrated and of none effect both in law and equity And the same together with the bond for performance thereof to be redelivered to the said Timothy Peacocke his heirs executors administrators or assigns But if default be made of and in the true payment of the abovesaid sum so as by reason thereof the said Jervas Peacocke and Ralph Burke or either of them their or either of their heirs executors or administrators or any of them shall come or be put to any costs charges suits troubles or expenses whatsoever that then the above recited indenture and every covenant grant and agreement therein contained to be abide and remain in full power force and virtue as if this present indenture of defeazance had never been made any thing herein contained to the contrary thereof in any wise notwithstanding **In witness**

whereof the parties abovesaid to these present indentures interchangeably have put  
their hands and seals the day and year first above written  
(signed) Jarvis Peacocke Ralph Burke his mark

Sealed signed and delivered in the presence of us  
Robert Serjeantson his mark  
Richard.....  
Will. Nelson

26th of December 1681  
Timothy Peacock to Jarvis Peacock  
indemnity from a bond of £31 -16s and for their security conveyed(?) to ....Brown  
Bank etc.

## **COWSIDE**

### **Post it 17 [22] Indenture 1682**

Not indented but wax seal of J. Peacocke and signed

This indenture made the one and 30th day of January in the five and 30th year of his Majesty's reign that now is over England etc. Anno dom. 1682 between Jarvis Paycocke of Cowside in the county of York haberdasher of the one party and William Armitstead and John Gibson both of Stainforth in the county aforesaid yeomen of the other party Witnesses that the said Jarvis Paycocke for and in consideration of the sum of four pounds of current English money has assigned set over and to farm let unto the said Will. Armitstead and John Gibson all that one close called the Little Banke Ing containing by estimation two acres and a half and also one other close called the Parrocke containing half an acre be it more all less all which said premises are lying and being at Cowsside aforesaid To have and to hold the same unto the said Will. Armitstead and John Gibson for the term of seven whole years now next ensuing the date hereof yielding and paying unto the said Jarvis Paycocke the sum of four pounds of lawful English money at two several days that is to say at Martinmas and Candlemas by equal portions yearly and every year during the said term And the said Jarvis Paycocke is to lye all the mainor that is spent upon the premises this last year upon the said grounds and the remainder of his hay if he does not sell it the maynor thereof is to be laid upon the premises All which said grant abovesaid I bind me my heires executors administrators with pe[ra]nnual (?) sum of eight pounds of like money unto the said Will. Armitstead and John Gibson their executors or assigns to perform the same..... by these presents. In witness whereof the parties abovesaid interchangeably have put their hands and seals the day and year above written.

Sealed and delivered in the presence of  
Will. Swainson Rob. Lakeland Jarvis Peacocke

Third of January 1682

Jarvas Peacock to Wm Armitstead

Lease of Little Bank Close and Parrock for seven years rent

This deated May the forth

A b c d e f g h i k l m n o p q r s t u w x y z and

Thomas Banke

## COWSIDE

Post it 18 [23] 1687

**This indenture** made the third day of June in the third year of the reign of our sovereign Lord James II by the grace of God King of England Scotland France and Ireland defender of the faith etc. and in the year of our Lord God 1687 **Between** Timothy Peacock of Cowside in the parish of Giggleswick in the county of York feltmaker of the one party and John Serjeantson of Hanlith in the parish of Kirkby Malhamdale in the said county bachelor of the other party **Witnesses** that the said Timothy Peacock for and in consideration of the sum of £30 of lawful English money to him in hand paid by the said John Serjeantson the receipt whereof the said Timothy does hereby acknowledge and thereof and of every part and parcel thereof does fully freely clearly and absolutely acquit free and discharge the said John Serjeantson his heirs executors and administrators and every of them for ever by these presents Has demised granted bargained sold aliened assigned and set over and by these presents does fully and absolutely demise grant bargain sell alien assign set over and confirm unto the said John Serjeantson his executors administrators and assigns **All** that one close or enclosure of meadow and pasture ground formerly in one close and now by several walls and fences divided commonly called and known by the name of Browne banke containing by estimation 10 acres be it more all less lying at or near Cowside aforesaid and now in the possession of the said Timothy Peacock his assignee or assigns which said premises were sometime parcel of and belonging unto the Manor of Langcliffe in the county aforesaid Together with all and singular ways paths passages waters woods walls fences liberties easements profits privileges and appurtenances whatsoever to the same belonging or of right in any wise appertaining or accepted reputed used occupied or enjoyed with the same or any part or parcel thereof **To have** and to hold the said close called Browne banke as the same is now divided and all and singular other the premises with their appurtenances unto the said John Serjeantson his executors administrators and assigns from the six and 20th day of December now last past before the date hereof for during and unto the full end and expiration of the term of 393 years thence next ensuing and for such further time and term as the said Timothy Peacock his executors administrators or assigns or any of them should or of right ought to occupy and enjoy the same or any part or parcel thereof And fully to be complete and ended without impeachment of waste **Yielding** and paying therefore yearly during the said term at the feast of the nativity of our saviour unto the said Timothy Peacock his executors administrators or assigns upon lawful demand the rent of one peppercorn **And** the said Timothy Peacock for himself his heirs executors or administrators does covenant grant and agree to and with the said John Serjeantson his executors administrators and assigns and to and with every of them by these presents in manner and form following (that is to say) that he the said Timothy Peacock at the time of the sealing and delivery of these presents is and stands so lawfully possessed of interested in and entitled unto the said close called Browne banke with the appurtenances as the same is now divided that he has in himself full power good right and lawful authority to demise and grant the same unto the said John Serjeantson his executors administrators and assigns in manner and form aforesaid **And** that he the said John Serjeantson his heirs executors administrators or assigns or any of them shall or lawfully may at all times hereafter during the above said term peaceably and quietly have hold use occupy possess and enjoy the said close called Browne banke as the same is now divided with the appurtenances without the

lawful let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of him the said Timothy Peacock his executors or administrators or of any other person or persons whatsoever lawfully claiming by from or under him them or any of them **And** that free and clear of and from all and all manner of former and other bargains sales gifts grants lease and leases wills entails judgments executions .....Statute Merchant and of the Staple Recognizances mortgages rents arrears of rents fines issues and amerciaments and of and from all other acts estates titles charges troubles and encumbrances whatsoever (the rent of one peppercorn afore in these presents reserved and or other dues suits and services henceforth growing due for and in respect of the premises only excepted) **In witness** whereof the parties above said to these present indentures either party to other interchangeably have set their hands and seals dated the day and year first above written

signed Timothy Peacock T his mark

Sealed signed and delivered in the sight and presence of  
Hen. Lund John Lund Will. Nelson

The condition of the within written obligation is such that if the within bound Timothy Peacock his heirs executors and administrators and every of them shall and do well and truly at all times hereafter observe perform and keep all and singular the covenants grants and agreements which on his and their parts and behalves are and ought to be of observed performed fulfilled done and kept expressed and declared as well in one deed of assignment bearing date with the obligation within written and made between the said Timothy of the one-party and the within named John Serjeantson of the other party as in one pair of indentures of defeazance bearing date with the obligation within written and made between the said John of the one part and the said Timothy of the other part and that in all things according to the true intent and meaning of the same deed and indenture that then the within written obligation to be void or else to stand in force

signed Timothy Peacock T his mark

witness Hen. Lund John Lund Will. Nelson

## **COWSIDE**

**Post it 19 [24]**

### **Indented top**

This indenture witnesses that whereas Timothy Peacock of Cowside in the parish of Giggleswick in the county of York feltmaker by his deed indented under his hand and seal lawfully executed bearing date herewith for the consideration of £30 therein mentioned Has granted bargained sold assigned and set over unto John Serjeantson of Hanlith in the parish of Kirkby Malhamdale in the said county Bachelor his executors administrators and assigns from the six and 20th day of December last past before the date of this deed for the remainder of a certain term and time of 393 years therein mentioned and for such further term and time as he the said Timothy his executors or administrators or any of them should or ought to have therein All that one close or enclosure of meadow and pasture ground as it is now divided called Browne banke lying at Cowside aforesaid containing by estimation 10 acres be the same more or less And all ways liberties easements and appurtenances thereto belonging As by the said deed reference thereunto being had may appear. Yet nevertheless it is covenanted concluded and agreed by and between the said parties to these presents and hereby declared That if the said Timothy his heirs executors administrators or assigns or any of them do well and truly pay or cause to be paid to the said John his executors administrators or assigns or to any of them the rent or sum of one pound and 16 shillings of lawful English money on the six and 20th day of December now next coming after the date hereof and the like sum of one pound and 16 shillings of like money on the six and 20th day of December which shall be in the year of our Lord God 1688 And the full sum of one and £30 and 16 shillings of like money on the six and 20th day of December which shall be in the year of our Lord God 1689 And all the said payments to be made at or within the now dwelling house of Richard Serjeantson father of the said John situated in Hanlith aforesaid without any private tender fraud or further delay That then deed indented above recited and the obligation made for the performance thereof shall be void in the law to all intents whatsoever and shall be delivered up to be cancelled And that he the said Timothy his heirs executors administrators and assigns shall have the occupation of all the recited premises paying and performing the rents suits services and taxes due for the same without the let suit trouble or encumbrance of him the said John his executors administrators or assigns untill default be made in payment of the said sums or some of them as aforesaid but if it happen that if default be made in payment of the said sums or any of them in manner and form aforesaid that then the said recited deed indented and the obligation made for the performance thereof shall stand remain and continue in full power force strength and virtue and shall be good and effectual in law to all intents whatsoever And that he the said John his executors administrators and assigns shall and then lawfully may enter into and have hold and enjoy all and every the closes and premises granted and assigned by the deed indented before recited with the appurtenances and receive and take the rents issues and profits thereof to his and their own benefit and behoof according to the effect and true meaning of the said deed and the parties to the same And that he the said Timothy his heirs executors and administrators shall and will upon any default aforesaid release to the said John his executors administrators and assigns these presents and all ..... and every other covenant and an agreement for and touching the redemption of the said premises And also all power and right of redemption of the said premises granted in and by the said

deed and every or any part thereof both in law and equity and all his right title and interest of in and to the same in such .....As by the said John his executors administrators or assigns or his or their counsel learned at his and their request and charges shall be lawfully and reasonably devised and required. In witness whereof the parties abovesaid to these present indentures either party to other interchangeably have set their hands and seals Dated the third day of June in the third year of the reign of our sovereign Lord King James II anno domini 1687  
(signed) Timothy Paycocke his mark T

Sealed signed and delivered in the sight and presence of  
Hen. Lund John ..... Will. Nelson

3rd June 1687

Tim. Peacock to Jn Serjeantson Defeazance

## COWSIDE

Post it 20 [25] 1690

**This indenture made** the 13th day of January in the year of our Lord God 1690 and in the second year of the reign of our sovereign Lord and Lady William and Mary by the grace of God of England and Scotland and France and Ireland king and queen defenders of the faith etc. **between** Timothy Peacocke of Cowside in the parish of Giggleswick in the county of York Hatter of the one part and Stephen Fish of Capponhall in the parish of Kirkby Malhamdale in the county aforesaid gentleman of the other part **witnesses** that the said Timothy Peacocke for and in consideration of the sum of £50 of lawful English money to him in hand paid by the said Stephen Fish at and before the sealing and delivery of these presents the receipt whereof the said Timothy Peacocke does here by acknowledge and thereof and of every part and parcel thereof does fully and absolutely acquit free and discharge the said Stephen Fish his heirs executors and administrators and every of them for ever by these presents **has demised** granted bargained sold aliened assigned and set over and by these presents does demise grant bargain sell alien assign set over and confirme unto the said Stephen Fish his executors administrators and assigns All that his mansion or dwelling house situate and being at Cowside aforesaid and also all those two closes of meadow ground lying near the said mansion house called little banke Ing and Parrocke containing by estimation three acres be they more or less and also all those two closes formerly in one close of meadow and pasture ground as the same is now by several walls and fences divided called Browne banke alias Myres containing by estimation 10 acres be they more or less all which said premises are situate lying and being within the township of Langcliffe in the county aforesaid and now in the possession of the said Timothy Peacocke his tenant or tenants assign or assigns together with all and singular houses edifices barns buildings yards backsides orchards gardens tofts crofts commons common of pasture and turbary moors mosses wastes waste grounds ways paths passages woods underwoods hedges ditches walls fences waters watercourses watering places liberties easements profits privileges and appurtenances whatsoever to the said demised premises or any part or parcel thereof belonging or of right in any wise appertaining together with all and singular deeds writings and evidences whatsoever which he the said Timothy Peacocke has or can procure without suit in law which do concern the premises or any part or parcel thereof **to have and to hold** the said mansion or dwelling house closes and enclosures of ground and all and singular other the before herein and hereby demised or mentioned to be demised premises with their appurtenances unto the said Stephen Fish his executors administrators and assigns from and immediately after the day of the date hereof for during and unto the full end and expiration of the term of 300 years and after the expiration thereof then for and during all such time term and numbers of years as shall be then unspent and to come in the same or any part or parcel thereof fully to be complete and ended **yielding** paying doing and discharging all rents dues suits and services heretofore growing due and payable for and in respect of the said demised premises and the said Timothy Peacocke for himself his heirs executors and administrators does covenant promise grant and agree to and with the said Stephen Fish his executors administrators and assigns and to and with every of them by these presents in manner and form following (that is to say) that he the said Timothy Peacocke at the time of the sealing and delivery of these presents is and stands so lawfully possessed of interested in and entitled unto all and singular the before herein demised or mentioned to be demised premises with their and every of their rights members and appurtenances that he has in himself full power good right and lawful authority to sell and confirm the same unto the said Stephen Fish his executors administrators and assigns in manner and form aforesaid **and** that he the said Stephen Fish his executors administrators or assigns or any of them shall and lawfully may at all times hereafter during the abovesaid term and terms simply and quietly have hold use occupy possess and enjoy all and singular the before herein demised premises with their appurtenances without the lawful let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of him the said

Timothy Peacocke his executors and administrators or assigns or of any other person or persons whomsoever lawfully claiming clearly acquitted and discharged **of and from** all and all manner of former and other bargains sales gifts grants lease and leases jointures dowers and title of dower wills entails judgments executions and all other debts of record mortgages rents arrears of rents fines forfeitures issues and amerciaments and of and from all other acts estates titles charges troubles and encumbrances whatsoever the dues and services heretofore growing due for and in respect of the premises always excepted and foreprized **and lastly** that he the said Timothy Peacocke his executors administrators or assigns or any of them shall and will at any time hereafter within the space of 10 years now next coming at and upon the reasonable request and at the costs and charges in the law of the said Stephen Fish his executors administrators or assigns make do knowledge levy execute and suffer or cause to be made done knowledged levied executed or suffered all and every such further lawful and reasonable act and acts thing and things device and devices assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety sure making and conveying of all and singular the before herein and hereby demised premises with their and every of their rights members and appurtenances unto the said Stephen Fish his executors administrators and assigns for all such time term and numbers of years as shall be then unspent and to come in the premises or any part or parcel thereof be it by matter in fact or matter of record or by any lawful ways or means whatsoever as by the said Stephen Fish his executors administrators or assigns or his their or any of their counsel learned in the law shall be lawfully and reasonably devised or advised and required **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written

Timothy Peacock his mark T

Reverse side

The within named Timothy Peacocke does hereby acknowledge to have had and received all the within named Stephen Fish the sum of £50 of lawful English money being the consideration within mentioned for the bargain and sale of the mansion house closes and enclosures of ground within mentioned and expressed with their rights members and appurtenances of which said sum of £50 so by me received as aforesaid I do hereby acquit free and discharge the said Stephen Fish his heirs executors and administrators and every of them for ever by these presents as witness my hand this 13th day of January anno domini 1690

Timothy Peacocke his mark T

Witnesses John Serjeantson Will. Whitfield Jo. Richardson

Sealed signed and delivered in the presence of us  
John Serjeantson Will. Whitfield Jo. Richardson

## COWSIDE

21 [ 27 ]

### Poor condition in bottom half

This indenture made the second day of February in the year of our Lord God 1698 between Stephen Fish of Winterborne in the county of York gentleman of the one part and Timothy Peacocke of Cowside in the parish of Giggleswick and county aforesaid yeoman of the other part **witnesses** that the said Stephen Fish for and in consideration of the rent hereafter reserved has demised granted set and to farm let and by these presents does demise grant set and to farm let unto the said Timothy Peacocke his executors administrators and assigns All that one messuage mansion or dwelling house wherein the said Timothy Peacocke now dwells one shop three gardens one close or parcel of enclosed meadow ground commonly called by the name of Banke Ing containing by estimation two acres or thereabouts be the same more or less and one other close or parcel of enclosed meadow ground commonly called by the name of Myres containing by estimation four acres or thereabouts be the same more or less and one other close or parcel of enclosed pasture ground commonly called by the name of Browne Banke containing by estimation 6 acres or thereabouts be the same more or less and one other close of meadow ground commonly called the Parrocke containing by estimation half one acre or thereabouts be the same more or less together with their and every of their rights members and appurtenances all which said premises are situate lying and being within the parish of Giggleswick in the county aforesaid and called by the name of Cowside and now in the actual possession of him the said Stephen fish **To have** and to hold the said messuage mansion or dwelling house the said shop three gardens and several closes or parcels of enclosed ground called Banke Ing Myres Browne Banke and the Parrocke and all and singular other the premises above mentioned with their rights members appurtenances unto the said Timothy Peacocke his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto the end and expiration of the term of 12 months now next coming fully to be complete and ended **Yielding** and paying wherefore for the same unto the said Stephen Fish his executors administrators and assigns or some of them the rent of three pounds 12 shillings of lawful English money at the feast of the Purification of our blessed Virgin Mary and paying doing and discharging all other dues taxes galds lays and impositions whatsoever civil or military And the same Stephen Fish for himself his heirs executor and administrators does covenant grant and agree to and with the said Timothy Peacocke his executors administrators and assigns and to and with every of them that he the said Timothy Peacock his executors administrators and assigns and any of them shall and may peaceably and quietly have hold use possess and enjoy all and singular the premises above granted with their appurtenances for and during the space of 12 months aforesaid and.....take the rents issues and profits thereof to his or their own proper use and uses without the let hindrance or disturbance of him the said Stephen Fish his heirs executors and administrators or any of them or of any other person or persons whomsoever lawfully claiming by from or under him In witness whereof the parties above said to these present indentures interchangeably have set their hands and seals the day and year first above written

Timothy Peacock his mark

Sealed delivered the same being first the written upon 12 any stamped pay in the presence of us  
Jo Waidson (?)  
T. Lawson

On Reverse

Memorandum that I Timothy Peacock the within named tenant in possession of the within named premises by virtue of the within written the lease by the delivery of six pence in money to the within named Stephen Fish do hereby attorne tenant to the said Stephen Fish and thereby declare myself well content therewith and wish God may ground him joy with it. And I do here by promise to pay unto the said Stephen Fish his executors administrators and assigns the within mentioned rent of three pounds 12 shillings and to deliver unto the said Stephen Fish his executors administrators and assigns or some of them peaceable and quiet possession of all and singular the within granted premises on the second day of February now next coming witness my hand this second day of February anno domini 1698

Timothy Peacock his mark T

Witnesses  
Jo Waidson (?)  
T. Lawson

It appearing hereby that the within mentioned lands were only intended as a mortgage from Timothy Peacocke to Mr Fish I conceive that Mr Fish cannot make a good estate of these lands without Peacock's heir or those who have by right release their equity of redemption or join in the conveyance with Mr Fish  
Tho. Gill

2nd February 1698  
Steph. Fish to Tim. Peacock

Lease for ... of a close shop ...gardens and .....

## COWSIDE

Post it 22 [28] 1698

This indenture made the second day of February in the year of our Lord God 1698 between Stephen Fish of Winterbourne in the county of York gentleman of the one part and Timothy Peacocke of Cowside in the parish of Giggleswick and county aforesaid yeoman of the other part **Witnesses** that the said Stephen Fish for and in consideration of the rent hereafter reserved has demised granted set and to farm let and by these presents does demise grant set and to farm let unto the said Timothy Peacocke his executors administrators and assigns **All** that one messuage mansion or dwelling house wherein the said Timothy Peacocke now dwells one shop three gardens one close or parcel of enclosed meadow ground commonly called by the name of Banke Ing containing by estimation two acres or thereabouts be the same more or less one other close parcel of enclosed meadow ground commonly called by the name of Myres containing by estimation four acres or thereabouts be the same more or less one other close or parcel of enclosed pasture ground commonly called by the name of Browne banke containing by estimation six acres or thereabouts be the same more or less and one other close of meadow ground commonly called the Parrocke containing by estimation half one acre or thereabouts be the same more or less together with their and every of their rights members and appurtenances all which said premises are situate lying and being within the parish of Giggleswick in the county aforesaid and called by the name of Cowside and now in the actual possession of him the said Stephen Fish to have and to hold the said messuage mansion or dwelling house the said shop three gardens and the several closes or parcels of enclosed ground called Banke Ing Myres Browne banke and the Parrocke and all and singular other the premises above mentioned with their rights members and appurtenances unto the said Timothy Peacocke his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto the end and expiration of the term of 12 months now next coming fully to be complete and ended **Yielding** and paying therefore for the same unto the said Stephen Fish his executors administrators and assigns or some of them the rent of three pounds 12 shillings of lawful English money at the feast of the purification of our Blessed virgin Mary and paying doing and discharging all other dues taxes galds lays and impositions whatsoever civil or military **And** the said Stephen Fish for himself his heirs executors and administrators does covenant grant and agree to and with the said Timothy Peacocke his executors administrators and assigns and to and with every of them that he the said Timothy Peacocke his executors administrators and assigns or any of them shall and may peaceably and quietly have hold use possess and enjoy all and singular the premises above granted with their appurtenances for and during the space of 12 months aforesaid and receive and take the rents issues and profits thereof to his or their own use and uses without the let hindrance or disturbance of him the said Stephen Fish his heirs executors and administrators or any of them or of any other person or persons whomsoever lawfully claiming by from or under him **In witness** whereof the parties abovesaid to these present indentures interchangeably have set their hands and seals the day and year first above written

S. Fish

Sealed and delivered and the same being first written upon 12d stamped paper in the presence of us

John Waidson T. Lawson

## **COWSIDE**

### **Post it 23 [29]**

Know all men by these presents that I Gervas Peacock of Cowside in the county of York felt maker for and in consideration of the full sum of five pounds to me in hand paid or secured to be paid by my sister Margaret Peacock of the said Cowside spinster and for divers other valuable considerations me thereunto now especially moving have assigned set over released quit claimed and confirmed and in and by these presents do for and from me my heirs executors and administrators and every of us fully freely and absolutely assign set over release quit claim and confirm unto Margaret Peacock aforesaid in her actual possession thereof now being all and singular my right title interest property trust claim and demand of in out of and to all and singular messuages houses lands tenements closes enclosures parcel of arable meadow and pasture ground commons, common of pasture and turbary belonging to Timothy Peacock late of the said Cowside deceased and also all my right and property of and to all and singular goods cattle chattels rights and credits of the said Timothy Peacock my late deceased father To have and to hold all and singular the said houses lands messuages premises household goods cattle chattels rights credits with all the appurtenances unto the said Margaret Peacock her executors administrators and assigns during the remainder of 500 years without any manner of redemption As witness my hand and seal this 30th day of January anno domini 1699  
(signed) Jarvis Peacock

Sealed and delivered on double .....stamped paper in the sight of us  
S. Fish  
William Foster  
William Haworth

30th January 1699

Jervas Peacock to Margt. Peacock Red. of title to all messes and lands goods and chattels whatsoever of his father Timothy Peacock

Jarvis Paycocke his general release

## COWSIDE

Post it 31 [41] 1637

(Indented top)

This Indenture made the eighte daie of Maie in the Thirteenth yeare of the reigne of our sovereigne Lord Charles by the grace of God Kinge of England Scotland France and Ireland defender of the faith etc. 1637. Betweene Thomas Watson of Windscall in the Countie of Yorke Gentelman on the one partie And Richard Brayshey of Langcliff in the said Countie yeoman one the other partie whereas Nicholas Darcy of Northampton in the Countie of Northampton esquier by his Indenture of lease bearinge bearinge (*sic*) date Nynth daie of Februarie in the seavne and twentieth yeare of the reigne of our late sovereigne Ladie the queene Elizabeth of famous memorie, for good consideracons him moveinge therein mentioned Did demise grannt and to farme lett unto Henery Billingsley then Citizen and haberdasher of London, All those the Mannors of Langcliffe and Nappey with all and singuler their members, rights and appurtenances whatsoever in the said County of Yorke, And all and singuler messuages edifices buildinges and Lannd Tenements rentes revercons services Courte Letes liberties, Franchises, proffitts, commodities and hereditamentes whatsoever to the said Mannors or two (*sic*) other of them belonginge or in anie wise apertaineinge or accepted reputed used taken knowne occupied, demised, or letten, to and with the said Mannors or other of them as parte parcell or member of them or other of them, And all singuler Mesuages Landes Tenementes rentes revercons services profittes and hereditamentes whatsoever with all and singuler their appurtenances situate lieinge and beinge comeinge growinge renueinge or or within the townes parishes hamlettes and fieldes of Langcliffe and Nappey aforesaide And also the revercon and revercons of all and singuler the said premises And all and singuler rentes and profittes wahtsoever incident unto the same revercon and revercons. To have and to hold the same unto the said Henery Billingslay his executors administrators and assignes from the daie of the date of the said recited Indenture unto the end and tearme, and for and duringe all the tearme of five hundreth yeares from thence next followinge and fully to be complett and ended, with a condicon in the same Indenture mentioned andcontained and afterwarde to extinguish the same Condicon, by his other deed in writeinge, dated the eight daie of August in the Eight and Twentieth yeare of the said late queenes reigne Did ratifie and confirme, unto the said Henery Billingsley the said Indenture of lease and the grannt afforesaid without impeachment of wast, for and duringe all the residue of the said terme of five hundreth yeares then next to come and unexpired as by the said lease and deed of confirmacon with diverse other matters covenantes agreementes and thinges therein contayned maie moore att large appeare And whereas also the said Nicholas Darcie and Henry Billingslay by their Indenture dated the Nyne and twentieth daie of November in the Three and Thirtith yeare of the said late Quenes reigne for the Consideracon therein specified did granntedemise, assigne, settover, and confirme, unto Richard Foster Giles Foster Thomas Foster elder, Richard his sonne Thomas Foster younger Christofer Lawson Henery Peacock and Michaell Sailbanke their executors and assignes All those seavn severall Messuages and Tennementes sett and lyinge att Winscall and Cowside and else where within the mannor or Lordshippe of Langcliffe aforesaid, and all that tyme beinge in the severall tennures and occupacons of them(them) the said Richard Foster Giles Foster Thomas Foster elder Thoms Foster younger, Christofer Lawsons Henery Peacocke Michaell Sailbanke, and others, and diverse pcells and numbers of acres of

land meadow and pasture ground to the said severall Mesuages and Tenementes belonginge and appertaineinge To have and to hold for all the residue then to come and unspent of the said terme of five hundreth heares without impeachment of or for anie manner of wast, as by the same Indenture maie also appeare And whereas the said Richard Foster Gyles Foster, Thomas Foster elder Richard Foster his sonne Thomas Foster younger, Christofer Lawson and Michell Sailbank, by their deed poole or writeinge of release and assignement, bearinge date the last daie of Januarie which was in the said foure and Thirtieth yeare of the late Queenes reigne did release grant assigne and settover unto the said Henery Paycocke his executors and assignes, All their and everie of their estate right tittle, intrest, terme of yeares, claime and demand whatsoever for all the residue then to come and unspent of the said terme of five hundreth yeares and without impeachment of waste, of in and to all that the said Mesuage and Tennement with thappurtenances att Cowside aforesaid, And of in and to all houses edifices garthes Lanndes meadows pastures Commons and diverse other closes and moore groundes therto then belonginge, and appertaineinge or ther wise occupied and enjoyed as by the same deed maie appeare By force whereof the said Henery Paycocke entered into all the said lasts menconed premisses and became thereof lawfully possessed and thereunto entitles accordingly And whereas likewise the said Richard Foster Gyles Foster Thomas Foster elder Richard Foster his Sonne Thomas Foster younger Christofer Lawson and Henry Paycock by their deed pole or writeing of release dated the last daie of February which was in the foure and Thirtieth yeare of the said Queenes reigne did grannte release assigne settover and confirme unto the said Michaell Sailbank his executors administrators and assignes All the said mesuage Tenement and premisses with thappurtenances at Cowside aforesaid then in his possession for all the residue then to come and unspent of the said terme of five hundreth yeares and without impeachment of waste as by the same deed poole maie alsoe appeare And whereas alsoe the said Nicholas Darcy and Henry Billingsley by their Indenture dte the first daie of June in the said foure and Thirtieth yeare of the said late queenes reigne for the consideracon therein expressed Did demisegrante bargain sell assigne settover and confirme unto one Anthonie Twisleton of Cowside aforesaid husbandman and to Agnes his wife their executors and assignes All that tenement with thappurtenances att Cowside aforesaid, and pcell of the Mannor or Lordshippe of Langcliffe late in the tenure of Richard King and before that time in the tenure and occupacon of Richard Sailbank late father of the said Agnes And the seates and places of three houses then lately decayed one gardenstead and diverse closes and pcells of meadow pasture and Common pticularly menconed and recited in the said Indenture To have and to hold to the said Anthonie and Agnes and their assignes for all the residue of the said terme of five hundreth yeares then unspent without impeachment of waste as by the same Indenture with diverse other thinges therein contained more at large maie appeare And whereas the said Thomas Watson is now lawfully possessed of and intitles unto All those ptes and pcells of the said Three severall mesuages and Tenementes with thappurtenances scituate lying and being at Cowside aforesaid and within the Lordshippe of Langcliff aforesaid and called and knowne by the severall names and pticulares hereafter menconed that is to saie One mesuage or dwellinghouse wherein one Ann Walker did lately dwell and all garthes gardens to the same belonging One Close of meadowe ground, lying and adioyning to the said dwellinghouse Comonly Called the Great Ing containing by estimacon six Acres bee it more or lesse, and one other Close Called the Middle Ing containing by estimacon two Acres bee it more or lesse, one other Close called the Nethering containing by estimacon three Acres bee it more or lesse and one other Close Called

the Great banck Ing containing by estimacon five Acres bee it more or lesse, and one house or barne therein standing and being and Tenn Cattlegates and the fift pte of one Cattle in one pasture Close called Gorbeck or Lockgreene and also Three score and six sheepe gates as the same are now used in one other pasture Close called Howbothome alias Windscale stones, and all waies pathes passages liberties and easments to the same belonging. And thathee the said Thomas Watson is estated therein to thuse of him selfe his executors and assignes for all the reste and residue which are yett to come and unspente of the said terme of five hundreth yeares grannted by and (*sic*) the said firste herein recited Indenture of lease as by good Conveyances to hime thereof lawfully executed more at large maie appeare Now this Indenture witnesseth that the said Thomas Watson as well for and in consideracon of an exchange heretofore made Between the said Thomas Watson on the one pte And the said Richard Brayshey on the other pte for certaine growndes and other thinges lying within the Lordshipp of Langcliff aforesaid the which hee the said Richard Brayshey and Sibbell Brayshey his mother hath secured unto the said Thomas Watson and his assignes as alsoe for diverse other good causes and consideracons him the said Thomas Watson hereunto moveing, hath grannted demised bargained sold assigned settover and confirmed and by these presentes the said Thomas Watson doth fully freely clerely and absolutely grannte demise bargain sell assigne settover and Confirme unto the said Richard Brayshey his executors and assignes All those the said ptes and pcells of the said Three severall mesuages and Tenementes with thappurtennances scituate lying and being at Cowside aforesaid, and within the Lordshipp of Langcliff aforesaid, and called and knowne by the severall names and pticulars hereafter menconed that is to saie All that the said mesuage or dwelling house wherein the said Anne Walker did lately dwell, and all garthes gardens and housteads to the same belonging, the said Close of meadow ground lying and adioying to the said dwelling house comonly called the Great Ing containing by estimacon six Acres be it more or lesse the said other Close called the midle Ing containing by estimacon Two Acres bee it more or lesse, the said other Close Commonly called the Nethering containing by estimacon three Acres bee it more or lesse, and the said other Close Called the Great Banck Ing containing by estimacon five Acres bee it more or lesse and the said house or barne therein standing and being and the said Tenn Cattle gates and the fift pte of one Cattle gate in one pastaure Close called Gorbeck or lockgreene and alsoe three score and six sheepegates as the same are now used in the said pasture close Commonly Called Howbothome close alias Windscall stones and alsoe all waies pathes passages waters watercourses watering liberties easementes hedges ditches walles fences proffittes Comodities emoluementes and advantages whatsoever to the said ptes and pcells of the said Three severall Mesuages Tenementes and premisses and every or anie of them hadd used knowne belonging or in anie wise apptaining or now or att anie time heretofore lawfully used occupies demised letten or enjoyed or accepted reputed taken or knowne as pte pcell or member thereof or anie pte or pcell thereof and all woodes and underwoodes standing or growing and being in and upon the same premisses And allsoe all the full and whole estate right title interest terme and termes of yeares use possession occupacon revercon benefitt proffitt claime and demand whatsoever of him the said Thomas Watson of in and to the same premisses and of in and to every pte and pcell thereof And together alsoe with all deedes Indentures evidences escriptes minuementes and writeinges whatsoever which hee the said Thomas Watson hath in his Custodie or keepeing or Cann or may lawfully Come by without suite in law onely (touching) and concerning the said hereby granted premisses or onely anie pte or pcell

thereof To have and to holde the said Mesuage or dwelling house and all .....other particular ptes pcells of .....Three mesuages and Tenementes and all and singuler other the said hereby before grannted presisses and every pte and pcell thereof with thappurtenances unto the said Richard Brayshey his executors administrators and assignes to his and their onely use and uses from and Imediatly after the daie of the date of these presentes, for during and unto the full and accomplishment expiracon and determinacon of all the reste and residue which are yett to come and unspent of the said terme of five hundreth yeares menconed in the said first herein recited Indenture of lease, made by the said Nicholas Darcy unto the said Henry Billingslay without impeachment of or for anie manner of waste: And the said Thomas Watson for himselfe, his heires executors and administrators and every of them, doth Covenante promise and grannt to and with the said Richard Brayshey his executors administrators and assignes and to and with every of them by these presentes as followeth that is to saie, That hee the said Thomas Watson at the daie of the date of these presentes is and standeth lawfully possessed estated and interested to thuse of him selfe his executors and assignes, for (all) the reste and residue which are yett unspent and to come of all the said terme of five hundreth yeares or in and upon all the said hereby before grannted and bargained premisses and every pte and pcell thereof And now hath in his owne right full power good and lawfull authoritie to grannt, demise, bargaine, sell, assigne, and settover, all the same premisses, and every pte and pcell thereof with thappurtenances to the said Richard Brayshey his executors administrators and assignes for and during all the reste and residue which are yett unspente and to come of the said terme of five hundreth yeares, in manner and forme as abovesaid And that hee the said Richard Brayshey his executors administrators and assignes, or anie of them shall or lawfully maie at all times hereafter and from time to time for and during all the rest and residue yett unspente and to come of the said terme of five hundreth yeares, lawfully quietly and peaceably have hold use occupie possesse and enjoy all the said hereby before grannted and bargained premisses and every pte and pcell thereof, with thappurtenances without anie lawfull lett suit trouble molestacon eviccon eieocon deniall hindranne disturbannce or any other incumbrance whatsoever of him the said Thomas Watson his heires executors administrators or assignes, or of anie other personne or personnes whatsoever lawfully claiming anie manner of estate right title or intereste of in or to the said premisses or of in or to anie pte or pcell thereof And furthermore that all and singuler the said hereby before grannted and bargained premisses with thappurtenances now are and bee and soe att all times hereafter and from time to time, for and during all the rest and residue which are yett unspent and to come of five hundreth yeares, shalbee remaine and continue unto the said Richard Brayshey his executors administrators and assignes free and clere and freely and clerely acquitted and discharged or upon every reasonably requeste well and sufficiently saved and kepte harmeslesse and loslesse by the said Thomas Watson his executors or administrators of and from all manner of former and other bargaynes sales gifts granntes lease and leases mortgages wills Intayles fynes feoffmentes jointures dowers titles of dower, rentes arrearages of rentes anuities statutes recognizances extentes judgmentes executions debtes of record and of and from all other actes estates titles charges troubles and incumbrances whatsoever The rentes and services hereafter to bee due to the Cheife Lord or Lordes of the fee or fees of the premisses and all galdes laies and assessmentes to Church prince and Neighbourhead for the said premisses hereafter to become due excepted and alwaies foreprised. And finallie that hee the said Thomas Watson and his heires and Isabell his now wife and every of them as hee they or anie of them shalbee

thereunto reasonable required by the said Richar Brayshey his executors administrators or assignes shall and will at all times hereafter and from time to time for and during the terme and space of Twenty and one yeares the date hereof next ensueing, att and upon the reasonable requeste costes and charges of the said Richard Brayshey his executors or assignes or anie of them make doeknowledge execute and suffer or cause and sufferr willingly to be donne made knowledged and executed all and every such further act and actes thing and thinges devise and devises assurannces and conveyannces (in) the lawe whatsoever for the further better amore perfect and absolute assuring surety sure makeing and conveying of all the said mesuage or dwelling house and all the said other pticular ptes and pcells of the said Three severall mesuages and Tenementes and all and singular other the said hereby before grannted presisses and every pte and pcell thereof with thappurtenances to the said Richard Brayshey his executors administrators and assignes for and during the continuance of all the rest and residue yett to come and unspente of the said terme of five hundreth yeares Be it by fyne or fynes feoffment or feoffmentes deeds or deedes indented and inrolled thinrollment of (of) these presetne Indentures recovery or recoveryes with single or double voucher or vouchers release or confirmacon with warranty against the said Thomas Watson and Isabell his now wife and either or the heires, and against all and every other personne and personnes whatsoever lawfully claiming anie manner of estate right title or interest of in or to the said premisses of in or to anie pte or pcell thereof or without Warranty by all or anie of these or anie other lawfull waies or meanes whatsoever as by the said Richard Brayshey his executors administrators or asignes or by his their or anie of their Counsell learned in the lawes of this realme or England shalbee reasonable and lawfully devised or advised demanded and required Soe as they orr anie of them bee not Compelled to travell above twentie myles distant from the place of his or her or their abode or abodes at the time request to bee made for the passing or makeing or anie such further assurance or assurances in anie wise, In wittnes whereof of the pties abovesaid to these presente Indentures interchangable have sett their hanndes and seales the daie and yeare first above written.

(signed) Thomas Watson

Dorse

Sealed signed and delivered in the presence of

Will(?) Watson Thomas\_\_\_\_\_ Lakeland (?)  
Thomas Paley Richard Clapham Anthonie Wharff  
Antho. Bainbrigge

**Post it No. 32 [ 42] 1641**

On Outside:-

Sealed signed & delivered  
In the presence of  
Christopher Lawson  
Roger Swanson  
John Proctor  
Anthony Bainbridge  
Wilf Holmes

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This Indenture made the sixth daie of Aprill, in the seaventeenth yeare of the reign of our sovereign Lord Charles by the grace of God King of England Scotland France and Ireland Defender of the faith 1641 BETWEENE Richard Braishey of Cowside within the Lordship of Langcliff in the countie of Yorke yeoman, on the one pte: And John Armitstead of Knight Stainforth in the sd. countie yeoman on the other pte; WITNESSETH that the sd. Richard Braishey for and in consideration of the sume of fortie pounds of lawful English monie to him at and before the sealing and deliverie hereof well and trully contented and paid by the sd. John Armitstead, receipt whereof hee the sd. Richard Braishey doth hereby acknowledge and confesse; and thereof and of everie pte and pcell thereof doth hereby release acquite exonerate and discharge the sd. John Armitstead his exec. admin. and assignes and every of them; forever by these presents; HATH demised granted bargained assigned and sett over and by these presents doth demise grante bargaine assigne and sett over unto the sd. John Armitstead his exec. and assignes; fortie six sheepe gates or nyne cattle gates or herbage pastureing and grassing for fortie six sheepe or nine cattel to goe eat feed & to pasture in upon & throughout one stinted pasture close commonly called & knowne by the name or names of Windscale stones also Howbothome Close, in common with other the neighbours & occupiers of the sd. pasture close or (...../.....after?) pte division thereof made; & alsoe two cattle gates or herbage pastureing & grassing for two cattles to goe eat & feed & to pasture in upon & throughout one other pasture close commonly called & knowne by the name of Gorbeck Close also (Lockgreene), which sd. premises are situate lying & being at Cowside as afsd., & also where within the Lordship of Langcliffe afsd. & are now in the tenure possession & occupation of the sd. Richard Braishey his assignee or assignes; And which sd. granted premisses are parcells of or belonging to (.....severall?) messuages & tenements with the appurtenances; sett & being at Cowside afsd. Late in the tenure & possession of one Thomas Watson (.....) him the sd. Thomas Watson were granted & sett over unto the sd. Richard Braishey & his assignes for the residue of a term of five hundreth yeares for which the sd. (whole Lordship) of Langcliff was granted, as by one Indenture of assignment under the hand & seale of the sd. Thomas Watson bearing date the eigthe daie of May in the (thirteenth) yeare of the reign of our sd. sovereign lord Charles the Kings maiestie that now is more at large maie appear AND alsoe all wayes passages waters watercourses liberties easements (.....)dues proffitts commodities emoluments & advantages with all & singular their appurtenances whatsoever to the sd. fortie six sheepe gates or nine cattle gates in the sd. severall pasture closes hadd also knowne belonging or in anie wise apptaining or now or at anie tyme hereafter lawfully used occupied demised letten or enjoyed as pte or pcell or member thereof and also all the full & whole estate right title interest terme & termes of yeares use possession occupation revercon claime & demand whatsoever of him the sd. Richard Braishey in & to the sd. premisses & of in & to every pte & pcell thereof TO HAVE AND to hold the said fortie six sheepe gates or nyne cattle gates in the pasture & close called Windscale Stones alias Howbothome Close & the sd. two cattlegates in the sd. other pasture called Gorbeck Close alias Lockgreene & all & singular other the sd. premisses before ( torn) mentioned to bee demised & granted & everie pte & pcell thereof with the appurtenances unto the sd. John Armitstead his exec. admin. & assignes to his & their use & uses from & (immediatly after) the thirith daie of March now next ensueing ( torn ) hereof for during & unto the full end accomplishment expyration & determination of all the rest & residue which

are yet unspent & to come of the sd. (term of five) hundreth yeares above mentioned without impeachment (of any manner) of waste AND THE SAIDE Richard Braishey for himself his exec. & admin. & everie of them, doth (permit) promise & grante ( torn ) the sd. John Armitstead his exec. admin. & assignes & to & with everie of them by these presents as followeth that is to saie that hee the sd. Richard Braishey at the tyme of the sealing & deliverie hereof, hath in his own right full power good & lawfull title interest estate & authoritie to demise & grante bargaine assigne & sett over the sd. hereby demised & granted premisses & everie pte & pcell thereof with the appurtenances unto the sd. John Armetstead his exec. & admin. & assignes for & during all the rest & residue which are yett to come & unspent of the sd. terme of five hundreth yeares in manner & form as above sd. AND THAT hee the sd. John Armitstead his exec. admin. & assignes & everie or anie of them shall or lawfully maie by virtue of these presents at all (tymes?) hereafter & from tyme to tyme for & during all the rest & residue which are yett unspent & to come of the sd. terme of five hundreth yeares peaceably & quietly have hold use occupie possess & enjoy all & singular the sd. hereby demised & granted premisses & everie pte & pcell thereof with the appurtenances without any lawfull lett suite trouble molestation ejection eviction deniall hindrance disturbance or anie other incumbrance of him the sd. Richard Braishey his heires exec. admin. or assignes or anie of them or of anie other person or persons whatsoever having or lawfully claiming or that shall have or lawfully claime anie manner of estate right title or interest of in or to the sd. premisses or of in or to anie pte or pcell thereof by from or under him the sd. Richard Braishey his exec. admin. or assignes or anie of them AND free & clerely acquitted & discharged or upon anie reasonable request well & sufficiently paid & kept harmlesse & loslesse by the sd. Richard Braishey his heires exec. or admin. or some of them, OF AND from all manner of former & other demands sales gifts grants lease & leases mortgages wills intails fynes annuities jointures dowers titles of dower statutes merciaments of the staple extents judgements petitions debts of record & of & from all other acts estates titles charges troubles & incumbrances whatsoever heretofore hadd made done suffered committed or consented unto him the sd. Richard Braishey hereafter by him his heires exec. admin. or assignes to bee hadd made done suffered comitted or consented unto in anie wise THE rente & services from henceforth to bee due to the cheife lord or lorde of the fee or fees of the sd. premisses & all galdes laies assessments dues duties & services for the sd. premisses hereafter to become due: Excepted & alwaies foreprised AND FINALLIE that hee the sd. Richard Braishey his heires exec. & admin. & Thomazine his now wife & every of them shall & will at all tymes hereafter & from tyme to tyme for & during the terme & space of tenn yeares now next ensuing the date hereof at & upon the reasonable request costs & charges of the sd. John Armitstead his exec. admin. or assignes or anie of them make doe acknowledge execute & suffer; & cause & suffer willingly to bee made done acknowledged & executed all & every such further lawful & reasonable acte & acts thing & things devise devises assurances & conveyances in the lawe whatsoever for the further better more perfect & absolute assuring surety sure making & conveying of all the sd. hereby before mentioned granted & bargained premisses & anie pt. & pcell thereof with the appurtenances to the sd. John Armitstead his exec. admin. & assignes for & during the continuance of all the rest & residue which are yett unspent & to come of the sd. terme of five hundreth yeares: according to the true intente & meaning of these presents bee it by matter in deed or matter of record, or by anie other lawful waies or means whatsoever as by the sd. John Armitstead his exec. admin. or assignes or by his or their or anie of their counsell learned in the lawes of this realm shall bee reasonably & lawfully devised or advised demanded & required IN WITNESS whereof the pties above sd. to these present Indentures interchaingably have sett their hands & seales the daie & yeare first above written.

## COWSIDE

Post it 33 [43] 1647

This indenture made the 14th day of March in the 23rd year of the reign of our sovereign Lord Charles by the grace of God King of England Scotland France and Ireland defender of the faith etc. 1647 **Between** Richard Brayshey of Cowside within the parish of Giggleswick in the county of York yeoman on the one part And Robert Browne of Stainforth underbarghe in the said parish and county yeoman on the other part **Whereas** Thomas Watsone late of windscale and now of Stainforth underbarghe aforesaid in the said county gentleman by his indenture of assignment under his hand and seal bearing date the eighth day of May in the 13th year of the reign of our said sovereign Lord Charles the King's Majesty that now is for the consideration therein mentioned **Did** grant demise bargain sell assign set over and confirm unto the said Richard Brayshey his executors and assigns (amongst other things) Three score and six sheep gates or herbage pasturing and grassing for three score and six sheep to go eat feed and depasture in upon and throughout one stinted pasture Close Commonly Called and known by the name of Windscale stones alias howbothome Close and all ways liberties and easements to the same belonging **To have** and to hold the same to the said Richard Brayshey his executors administrators and assigns from and immediately after the day of the date of the said indenture for and during all the rest and residue which are then to come and unspent of a term of 500 years for which the whole Lordship of Langcliffe was granted and further as by the said indenture amongst diverse other matters and things therein contained more at large may appear **Now this** indenture witnesses that the said Richard Brayshey for and in consideration of the sum of £53 and 15 shillings of lawful English money to him at and before the sealing and delivery hereof well and truly contented and paid by the said Robert Brown the receipt whereof he the said Richard Brayshey does hereby acknowledge and confess and thereof and of every part and parcel thereof does clearly acquit exonerate and discharge the said Robert Browne his heirs executors administrators and assigns and every of them for ever by these presents **has granted** demised bargained sold assigned and set over and by these presents does for and from him and his heirs fully freely clearly and absolutely grant demise bargain sell assign set over and confirm unto the said Robert Browne his executors and assigns 40 and six sheep gates or 9 cattle gates or herbage pasturing and grassing for 46 sheep or nine cattles to go eat feed and depasture in upon and throughout the said stinted pasture Close Commonly Called and known by the names of windscale stones alias howbothome Close in common with other their neighbours and occupiers of the said pasture close or in severalty after partition and division thereof be made **Which** said premises are parcels of or belonging to the said three score and six sheep gates and are parcels of and belonging to the Lordship of Langcliffe aforesaid now or late in the tenure or occupation of the said Richard Brayshey his assignee or assigns and also all ways paths passages waters watercourses walls fences liberties easements profits commodities emoluments and advantages whatsoever to the said 40 sheep gates or nine cattle gates had used known belonging or in any wise appertaining **And also** all the full and whole estate right title interest term and terms of years use and possession occupation reversion claim and demand whatsoever of him the said Richard Brayshey of in and to the said premises and of in and to every part and parcel thereof **To have and** to hold all the said 40 and six sheep gates or nine cattle gates and all and singular other the said hereby before granted and bargained premises and every part and parcel

thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns to his and their only use and uses from and immediately after the day of the date of these presents for during and unto the full end and expiration and determination of all the rest and residue which are yet to come and unspent of the said term of 500 years above mentioned without impeachment of any manner of waste **And the said** Richard Brayshey for himself his executors and administrators and every of them does covenant promise and grant to and with the said Robert Browne his executors and administrators and assigns and to and with every of them by these presents as follows that is to say that he the said Richard Brayshey at the time of the sealing and the delivery of these presents has in his own right full power good and lawful title interest estate and authority to grant demise bargain assign set over and confirm all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the said continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years above mentioned in manner and form aforesaid **And that** he the said Robert Browne his executors administrators and assigns and every or any of them shall or lawfully may at all times hereafter and from time to time for and during the continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years lawfully quietly and peaceably have hold use occupy possess and enjoy all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances without any lawful let suit trouble molestation eviction ejection denial hindrance disturbance or any encumbrance of him the said Richard Brayshey his heirs executors administrators or assigns or any of them or of any other person or persons whatsoever lawfully claiming any manner of estate right title or interest of in or to the said premises or of in or to any part or parcel thereof **free and** clear and freely and clearly acquitted and discharged or upon every reasonable request well and sufficiently saved and kept harmless and lossless by the said Richard Brayshey his heirs executors or administrator **of and** from all manner of former and other bargains sales gifts grants leases wills entails fines feoffments mortgages jointures dowers and titles of dower rents arrears of rents annuities statutes recognizances extents judgments executions debts of record and of and from all acts estates titles charges troubles and encumbrances whatsoever **(The** rents suits and services and all galdes laies assessments for the said premises hereafter to become due excepted and always foreprized) **And** finally that he the said Richard Brayshey and heirs and Thomazin his now wife and every of them shall and will at all times hereafter and from time to time for and during the term and space of 10 years next coming after the date hereof at and upon the reasonable request costs and charges of the said Robert Browne his executors or assigns or any of them **make** do knowledge execute and suffer and cause and suffer willingly to be made done knowledged and executed all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better more perfect and absolute assuring sure making and conveying of all the said hereby before granted and bargained premises with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the continuance of the said term of 500 years **Be it** by matter in deed or matter of record or by any other lawful ways or means whatsoever as by the said Robert Browne his executors administrators or assigns or any of them or by his their or any of their counsel learned in the law shall be reasonably and lawfully devised advised and

required **In** witness whereof the parties above said to these present indentures interchangeably have set their hands and seals the day and year first above written

(Signed) Richard Brayshay

(Over)

Sealed signed and delivered in the presence of  
Tho. Foster Thomas Ellison John Tennant Robert Wetherad (?) Rich. Bainbridge

Obligation (torn)

Latin text signed Richard Brayshey; witnesses as with deed

English text

The condition of this obligation is such that (if the within) bound Richard Brayshey his heirs executors administrators and assigns and every of them do well and truly..... keep all and singular such articles conclusions and agreements as upon his and their behalf and party..... and ought to be observed performed..... specified expressed contained written and declared in one indenture dated in these presents may between (the) said bound Richard Brayshey on the one party and the within named Robert Browne on the other party that then this obligation to be void and of no effect or else it to remain and be in full power force and virtue

## COWSIDE

### Post-it 37 [48] Deed Poll 1687

**To all Christian** people to whom this present writing shall come to be seen read or heard Thomas Armitstead of Winskill in the county of York yeoman sends greeting in our Lord God everlasting **know you** that I the said Thomas Armitstead for divers good causes and valuable considerations me thereunto moving **have** granted bargained demised released quit claimed assigned and set over And by these presents do for and from me my heirs executors administrators and assigns and every of us fully freely and absolutely grant demise release quitclaim assign set over and confirm unto John Armitstead of Winskill aforesaid my son his executors administrators and assigns and every of them **all** my whole estate right title interest term and terms of years yet to come and unexpired claim and demand which I ever had now have or for the future can or may have challenge or demand of in or unto all that messuage or tenement at Winskill aforesaid now in the possession of him the said John Armitstead with its appurtenances in the said county of York together with all and singular houses outhouses barns buildings structures edifices orchards gardens tofts crofts curtelages lands tenements meadows pastures feedings cattlegates sheepgates and hereditaments whatsoever now in the possession of my said son John Armitstead and which were heretofore enjoyed by me as part parcel or member of the said messuage and tenement or together with the same **To have and to hold** the said messuage and tenement and all and singular other the premises with their and every of their appurtenances unto the said John Armitstead his executors administrators and assigns from the date of these presents for and during and unto the full end expiration and determination of all the rest and residue of 500 years yet to come and unspent for which term the Lordship of Langcliffe in the said county of York stands granted by and under payment and performance of the rents and services reserved upon the said granted and released premises So as neither by my heirs executors administrators and assigns or any of us or any other person or persons whatsoever for us or any of us or in our or any of our names places steads or rights any title interest claim right or demand in or out of the said messuage tenement and premises or any part thereof shall or may have claim challenge or demand But from all suits action or actions right title interest claim and demand therein shall be utterly debarred and for ever excluded by these presents **In witness** whereof I have hereunto put my hand and seal the sixth day of February in the fourth year of the reign of our sovereign Lord James II by the grace of God King of England Scotland France and Ireland defender of the faith etc. Anno domini 1687

Sealed signed and delivered in the presence of us  
Richard Ayrton William Cloffe (his mark) W. Pym (?)

vera copia concordans cum originas facta et exam. pro originas factu, undecimo die  
Septembris Anno Regni Rss Jacobi secundi quarto Anno dm. 1688 pro

Thomas Carr Will. Whitfield Chr. Wetherheard

**COWSIDE**

**44 [51] 1702**

May 19th 1702

Memorandum that I Isabell Brayshay of Cowside in the parish of Giggleswick do acknowledge myself to be indebted unto Thomas Kidd the sum of £20 being in consideration of a marriage between my daughter Tomazin and him which said sum I do hereby promise to pay him upon demand witness my hand the day and year first above written

Isabelle Brayshaw her mark

Witnesses hereof

James Atkinson (mark) Jo. Hargraves

## COWSIDE

### Post it 49 [53]

**This indenture** tripartite made the 26th day of February in the year of our Lord God according to the computation of the church of England 1705 **Between** John Duckett of Rathmel in the county of York yeoman And Margaret his wife only daughter and surviving child of Timothy Peacock late of Cowside within the township of Langcliffe in the said county of York yeoman deceased on the first part And Stephen Fish of Holling Hall in the said county of York gentleman on the second part And William Stackhouse of Winskill within the said township of Langcliffe in the said county yeoman William Whitfield of Westside houses in the said county of York bachelor on the third part **Whereas** the said Timothy Peacock in his lifetime being possessed to him his executors administrators and assigns for the term of 500 years then to come and yet unexpired of and in all that mansion and dwelling house with its appurtenances situate lying and being at Cowside within the said township of Langcliffe in the said county of York And also all those two closes or enclosures of meadow and pasture ground with their several appurtenances called and known by the names of Littlebank Ing and Parrock both containing by estimation 3 acres (be they more or less) And two pasture closes which were formerly one close of pasture And now divided into two closes commonly called and known by the names of Brownebanke alias Myres both containing by estimation 10 acres (be they more or less) All which closes and premises are situate lying and being within the said township of Langcliffe in the said county of York And now or late in the possession of the said Stephen Fish or his assigns or undertenants **And** the said Timothy Peacock being so possessed and entitled as aforesaid did for the consideration of £50 to him then in hand paid by the said Stephen Fish convey grant and assign over to him the said Stephen Fish his executors administrators and assigns all and every the said mansion house closes or enclosures and premises with their appurtenances **To have and to hold** the same to the said Stephen Fish his said executors administrators and assigns for the term of 300 years and so many or such number of years more as he the said Timothy Peacock was entitled to the said premises redeemable nevertheless on payment of the said £50 and the interest thereof at some days or times afterwards And the said Stephen Fish did afterwards upon the credit of the said conveyance and security disburse for or otherwise lend to the said Timothy Peacock the further sum of £10 as by diverse writings and evidences relating to the several matters and transactions now in the custody of the said William Whitefield may fully appear And afterwards the said Timothy Peacock failing in payment of the said several sums of money to the said Stephen Fish in all amounting to £60 and the interest thereof and shortly after such failure departing this natural life the said Stephen Fish entered into all and every the said premises And for sometime held and enjoyed the same since which time the said John Duckett party to these presents having intermarried with the said Margaret the said only surviving child of the said Timothy Peacock And being as he and his said wife affirm equitably entitled to the redemption of the said leasehold premises and legally entitled to other the personal estate of the said Timothy Peacock **And** the said Stephen Fish and John Duckett and his said wife having come to a full and perfect account touching the principal mortgage money and the interest thereof due to the said Stephen Fish and the profits of the said premises received by him during the time he was possessed thereof and upon such acc... the sum of £64 appearing to be justly due to the said Stephen Fish and said Stephen Fish at the

request and desire of the said John Duckett and his said wife for the consideration of the said £64 paid to him and £30 more hereafter mentioned absolutely convey over the said premises with their appurtenances to the said William Whitfield his executors administrators and assigns for and during all the rest and residue of the said term of 300 years and all the rest and residue of the time and term of years unexpired and undetermined as by a conveyance or an agreement thereof now resting in the hands and custody of the said William Whitfield may appear **And** as to the said £30 being supernumary moneys or the surplus of the consideration paid by the said William Whitefield to the said Stephen Fish all and every the said parties have come to the following agreement therein hereafter mentioned and expressed **That is to say** That whereas the said John Duckett die before or sometime after his marriage in consideration of his said marriage with the said Margaret his now wife or some other considerations by a settlement or conveyance by him duly executed settle and convey diverse lands tenements and hereditaments with their appurtenances situate lying and being within the township of Rathmel in the said county of York to.....and their heirs in which settlement or conveyance diverse uses of the said lands tenements and hereditaments were raised for the dower jointure support And livelihood of the said Margaret the wife of the said John Duckett if in case she should survive her said husband which settlement or conveyance was entrusted in the hands and custody of the said William Stackhouse for the use of the said Margaret Duckett **And whereas** now of late the said John Duckett and Margaret his wife have with great earnestness and importunities requested and desired the said William Stackhouse to deliver up into the hands of the said John Duckett the said settlement and conveyance to be disposed of at his the said John Duckett's will and desire the said Margaret having agreed to depart with her interest of in and to the said premises to be sold for payment and discharge of the said John Duckett's her said husband's debts and incumbrances contracted by him **And the** said William Stackhouse upon the considerations hereafter mentioned has accordingly delivered up the said settlement or conveyance to the said John Duckett the receipt whereof he does hereby acknowledge **Now this indenture** witnesses that the said John Duckett does for himself and his said wife his and her heirs executors administrators and every of them for and in consideration of the said £30 at their request allowed and discounted to the said William Whitfield by the said Stephen Fish being the residue of the purchase monies over and above the said £64 paid as abovesaid to the said Stephen Fish and now resting in the hands of the said William Whitfield and for diverse other good causes and considerations them thereunto moving **Has** remised released exonerated acquitted discharged and quit claimed And by these presents does for and from him the said John Duckett and Margaret his said wife his and her heirs executors and administrators fully and absolutely remise release exonerate acquit discharge and quit claim unto the said Stephen Fish his heirs executors and administrators and every of them all and all manner of action and actions suit and suits in law and equity and the causes thereof sum and sums of money claims bills bonds accounts debts and demands whatsoever from the beginning of the world till the day of the date hereof **And** further the said John Duckett and his said wife do hereby acknowledge the receipt of the said settlement and conveyance from the said William Stackhouse in consideration thereof and also for diverse other good causes and considerations him thereunto moving **Has** remised released exonerated acquitted discharged and quitclaimed And by these presents does for and from him the said John Duckett and Margaret his said wife his and her heirs executors and administrators fully and absolutely remise release exonerate acquit discharge and quitclaim unto the said William Stackhouse his heirs

executors administrators and every of them all and all manner of action and actions suit and suits in law and equity and the causes thereof sum and sums of money claims bills bonds accounts debts and demands whatsoever from the beginning of the world and till the day of the date hereof **And** for as much as diverse suits and troubles may hereafter happen and arise against the said William Stackhouse his heirs executors and administrators touching the said delivery up of the said settlement or conveyance and the support and maintenance of the said Margaret if she happen to survive her said husband And against the said Stephen Fish touching the said leasehold lands **It is** covenanted concluded and agreed upon by all and every the said parties that the said £30 now resting in the hands of the said William Whitfield shall be by them the said William Whitfield and William Stackhouse And in their names be with all convenient speed put forth at interest upon such as security as they shall think convenient for that purpose And that the same £30 shall stand be subject and disposed to indemnify the said William Stackhouse his heirs executors administrators and assigns and his and their lands tenements hereditaments goods and chattels against the said John Duckett and Margaret his wife in case she survive him his And her descendants heirs executors administrators and assigns and every or any person or persons claiming any estate by or under the said settlement or conveyance or any the uses therein contained And against all decrees and suits and costs of suits either in law or equity damages losses charges or encumbrances which may happen for or by reason of the delivery of the said settlement to him the said John Duckett as aforesaid And the ..... also to indemnify the said Stephen Fish his heirs executors administrators and assigns and every of them their lands tenements hereditaments goods and chattels for all and every the said actings and doings touching the said leasehold land or any matter or thing relating thereto **And** that in the meantime they the said William Whitfield and William Stackhouse and the survivor of them his executors administrators or assigns shall immediately after the receipt of the yearly interest or payment of the said £30 pay the same yearly over to the proper hands of the said Margaret Duckett for her better livingstay livelihood distinct And separate use and maintenance whose receipt shall be a good discharge for payment thereof And shall and will with the consent of the said Stephen Fish his executors administrators or assigns and the said Margaret Duckett testify and under their hands after that the said William Stackhouse his heirs executors administrators or assigns and the said Stephen Fish his executors and administrators shall be advised by their counsel that they are safe and freed from all suits and encumbrances which may happen either in law or equity touching the said several matters and premises dispose the said £30 or so much thereof and all the product thereof in their hands and not before disposed or any part thereof to the use of the said Margaret Duckett for such her support use and maintenance as shall be directed by the said William Whitfield William Stackhouse Stephen Fish and Margaret Duckett **And** the said John Duckett does for himself his heirs executors and administrators covenant grant and agree to and with the said William Whitfield and William Stackhouse their executors administrators and assigns that he the said John Duckett his executors administrators or assigns shall or will not at any time or times hereafter call demand or sue for recover receive or in any wise intermeddle with the said £30 or any the interest or product thereof during the natural life of the said Margaret but shall and will suffer the same to be disposed to the several uses without the let suit either in law or equity trouble denial contradiction or encumbrance of him the said John Duckett his executors administrators or assigns And that the said John Duckett his heirs executors administrators and assigns or some of them shall and will at all times hereafter indemnify the said William Stackhouse and Stephen Fish their

several heirs executors administrators and assigns for their said several actings and doings in all and every the said premises And also shall and will at their request execute any releases receipts or other discharges to any person or persons paying and disposing the said £30 And the interest according to the true intent and meaning of these presents **In witness** whereof the parties abovesaid have to the parts of these present indentures interchangeably put their hands and seals the day and year first above written

(Signed)

John Duckett Margaret Duckett Stephen Fish William Stackhouse William Whitfield

**Over**

Sealed signed and delivered on double stamped parchment in the sight and presence of

after the interlineation of these words (during the natural life of the said Margaret)

Jo. Waidson Elizabeth Waidson Christopher Weatherherd

June the 8th 1715

The receipt of the within mentioned William Whitfield the within mentioned sums of £30 and also the sum of £64 by a former payment in all amounting to £94 being the full payment for the within granted premises with the appurtenances I say received in full as above

By me (signed) John Duckett

Test Thomas Pearson William Stalman

## COWSIDE

50 [54] 1706

**To all Christian people** to whom this present writing shall come. I Robert Standin of the Dalehead within the parish of Slateburn in the county of York labourer send greeting in our Lord God everlasting. Know you that I the said Robert Standin for divers goods causes and considerations me hereunto especially moving **Have** remised released quitclaimed and confirmed and by these presents do for and from me and mine heirs fully freely clearly and absolutely remise release and for ever quitclaim unto my mother in law Isabel Brayshay within the township of Rathmell in the county of York widow her heirs and assigns for ever in her and their peaceable and quiet possession now being. **All** such estate right title interest property possession reversion and reversions term and terms of years claim and demand whatsoever which I the said Robert Standin mine heirs executors or administrators or any of us have should may might or of right ought to have or claim by any right title or means whatsoever of in and unto all that one messuage farm and tenement situate lying and being at Cowside within the township of Langcliffe in the said county of York together with all ways waters lands meadows pastures feedings commons cattle gates instinted pastures liberties privileges and appurtenances thereunto belonging and of in and unto any other messuages lands or premises within the said township of Langcliffe now in the possession of or belonging to her the said Isabel Brayshay or in any other place within the said county of York **To have** and to hold all and singular the premises above mentioned to be released and every part and parcel thereof with their and every of their appurtenances unto the said Isabel Brayshay her heirs and assigns for ever. So always that neither I the said Robert Standin nor mine heirs nor any other for us or any of us any right title interest possession reversion claim and demand of in and unto the said premises with the appurtenances or any part or parcel thereof at any time or times hereafter shall ask pretend claim challenge or demand but from or and all manner of actions suits estates rights titles intents claims and demands of in and unto the same premises to be asked claimed or demanded I and every of us are thereof clearly excluded and for ever by these presents debarred. **And I** the said Robert Standin and mine heirs executors and administrators all and singular the aforesaid premises with the appurtenances unto the said Isabel Brayshay her heirs and assigns for ever against me the said Robert Standin and mine heirs and all and every other person and persons and their heirs lawfully claiming by from and under me and every of us shall and will warrant and for ever by these presents defend. **In witness** whereof I the said Robert Standin have hereunto set my hand and seal Dated the 24th day of January in the year of our Lord God 1706

Robert Standin his mark R

Sealed signed and delivered upon double 6d stamped paper in the presence of us  
Henry Kidd Thomas Kidd Robert King

## COWSIDE

**No.52 No Ian Roberts reference number**

**First half in Latin. Dated 1708**

**Concerning John Lakeland – Stainforth & Christopher Browne - Stainforth  
Snr.&Jnr.**

Second half.

The condition of this obligation is such that if the above **bounden** John Lakeland and Anne his wife and either of them **their** and either of their heirs exec. & admin. Every of them do & shall from **time to time** & at all times hereafter well & truly observe **perform** & keep all & singular the covenants articles **sentences** & agreements comprised specified & written in one page of parchment Indentures bearing date **with these** presents & made between the said John Lakeland & the said Anne his wife of the one part & the above named Christopher Browne senior & Christopher Browne junior of the other part as the same on the part & behalf of the said John Lakeland & Anne his wife **their** & either of their heirs exec.admin. & assigns & every of them.....& ought to be observed performed fulfilled & kept according to the true intent & meaning of the said Indentures then **this** obligation to be **void** or else in force **sealed and delivered on** double 6d. stamped paper in the sight & presence of  
John Armitstead (signed) John Lakeland  
John Dawson  
Ric. ....inson  
(Chr. **Weatherherd**)

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Holes in several places in document

## COWSIDE Post-it 53 [55]

### Indenture 1708

**This Indenture** made the third day of February in the seventh year of the reign of our most gracious sovereign Lady Ann over Great Britain and France and Ireland Queen defender of the faith etc. And in the year of our Lord God 1708 **Between** Thomas Lawson of Giggleswick in the county of York gentleman and Richard Clapham of Winskill in the said county of York yeoman and Ann his wife of the one part And Thomas Clapham of Bradford in the said county of York Clerk on the other part witness that whereas John Armitstead of Stainforth Underbargh in the said county of York yeoman by Indenture of Lease under his hand and seal duly executed bearing date the 22nd day of January in the year of our Lord God 1696 for the consideration therein mentioned Did Demise grant bargain sell alien assign and set over unto Richard Lawson of Langcliffe in the county of York yeoman late deceased and the abovenamed Thomas Lawson party to these presents as feoffees or friends in trust One Close enclosure or parcel of enclosed pasture ground called Goskarr head containing by estimation nine acres be the same more or less situate and lying within the township and territories of Stainforth Underbargh aforesaid in the said county of York **To have and to hold** the same unto them the said Richard Lawson and Thomas Lawson and the survivor of them his executors administrators and assigns for the term of 700 years thence next coming to and for the several uses limitations and purposes therein mentioned that is (to say) to and for the use and behoof of the above named Richard Clapham and Ann Clapham and the survivor of them for and during the natural life of the survivor of them and afterwards for diverse other uses therein mentioned and expressed as in and by the said Indenture now in the custody of the said Thomas Lawson and delivered unto the said Thomas Clapham together with these presents by and with the consent of them the said Richard Clapham and Ann Clapham whereunto reference being had it does and may more fully and at large appear **Now this Indenture** witnesses that they the said Thomas Lawson Richard Clapham and Ann his wife for the consideration of the sum of £75 of lawful money of Great Britain paid by the said Thomas Clapham unto the said Richard and Ann Clapham or the one of them and not to the said Thomas Lawson the receipt whereof they do hereby acknowledge and thereof and of and from every part and parcel thereof they do fully freely clearly and absolutely acquit free and discharge the said Thomas Clapham his heirs executors and administrators and every of them for ever by these presents **have** Demised granted bargained sold aliened assigned and set over And by these presents they the said Thomas Lawson Richard and Ann Clapham do for and from themselves their heirs executors and administrators and every of them fully and absolutely Demise grant bargain sell alien assign set over confirm for ever quitclaim unto the said Thomas Clapham his executors administrators and assigns **All** that the above-mentioned close or parcel of enclosed pasture ground called Goskarr head containing by estimation nine acres be the same more or less and also all and every the ways paths passages waters water courses watering places trees woods underwoods walls fences ditches liberties easements profits privileges hereditaments and appurtenances to the same belonging or which heretofore have been used occupied possessed enjoyed deemed taken or known to be as part parcel or member thereof of any part or parcel thereof and also all their the said Thomas Lawson's and Richard and Ann Clapham's full and whole estate right title interest use and uses occupation possession reversion and reversions term and terms of years property

claim and demand whatsoever of in or unto the same or any part or parcel thereof together with all and every the Deeds writings and evidences which they or any of them have in their custody or can procure without ..... touching or in any wise concerning the premises above granted or any part or parcel thereof **To have and to hold** the said close of pasture ground called Goscurr head and all and every other the above granted and bargained or mentioned and intended to be granted and bargained premises and every part and parcel thereof with their appurtenances unto the said Thomas Clapham his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto the full end and expiration of the term of 680 years now next coming and after the end and expiration of the said term of 680 years then for and during the residue and remainder of all such other terms and numbers of years as shall be unspent and to come in the same [or] any part [or] parcel thereof **yielding** and paying therefore yearly every year during the aforesaid term unto the Chief Lord or Lords of the fee or fees of the premises the annual rent of one peppercorn upon lawful demand and ..... and discharging all such other dues duties suits and services as shall henceforth grow due for and in respect of the premises above granted or any part or parcel thereof. **Now** the said Thomas Lawson for himself his heirs executors and administrators does separately and not jointly covenant promise grant and agree to and with the said Thomas Clapham his executors administrators and assigns and to and with every of them by these presents that he the said Thomas Lawson has not nor that he his heirs executors or administrators or any of them shall or will at any time hereafter do or cause to be done any act or acts thing or things whatsoever that can or may alter discontinue defeat disannul or make void these presents or whereby the premises herein and hereby before granted may be in any wise unencumbered **And** they the said Richard Clapham and Ann Clapham for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said Thomas Clapham his executors administrators and assigns and to and with every of them by these presents that it shall and may be lawful to and for him the said Thomas Clapham his executors administrators and assigns and to and for every or any of them by force and virtue of these presents to enter into and upon all and every the above granted premises with their appurtenances and peaceably and quietly have hold use occupy possess and enjoy the same and receive and take the rents issues and profits thereof to his and their only proper uses and behoofs for and during the term aforesaid without the let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of them the said Richard Clapham and Ann Clapham or either of them their or either of their heirs executors or administrators or of any other person or persons whatsoever lawfully claiming by from or under them or either of them or by or with their or either of their assent consent or procuring freed and cleared of and from all and all manner of former and other bargains sales gifts grants [lease] and leases mortgages jointures dowers and titles of dowers statutes merchant and of the staple recognizances extents judgments executions debts of record wills entails rents arrearages fines forfeitures issues and amerciaments and of and from all and every other the acts estates titles charges troubles expenses and encumbrances whatsoever the rents dues and services before mentioned only excepted. **And further** that they the said Thomas Lawson Richard Clapham and Ann his wife and every or any of them their and every or any of their heirs executors or administrators shall and will at any time hereafter within the space of 10 years now next coming out and upon the reasonable request and at the costs and charges in the law of the said Thomas Clapham his executors administrators or assigns or any of them make do knowledge

levy execute and suffer or cause to be made done knowledged levied executed and suffered all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking confirming and conveying of all and every the above granted and bargained premises with their appurtenances unto the said Thomas Clapham [his executors] and administrators [and assigns] for and during the term aforesaid **Be** it by matter in fact or matter of record or by any other ways or means whatsoever as by the said Thomas Clapham his [.....] or any of their Counsel learned in the laws of this kingdom shall be lawfully and reasonably devised advised or required [.....] interchangeably have set their hands and seals the day and year [first] above written.

(signed) T. Lawson Richard Clapham Ann Clapham

over

Sealed and delivered in the presence of us the same being first written upon double 6d stamped parchment

Millicent Lawson Richard Lawkland William Stackhouse

Memorial of the within written deed was entered in the Register Office at Wakefield 21st day of February 1708 at 10 in the forenoon (in Lib:A: pag: 316: et Hund? 478:) pursuivant to the Acts of Parliament in that behalf made and provided

## COWSIDE

Post it No.53 [ 55 ] 1708/9

This Indenture made the third day of Feb. in the 7<sup>th</sup>.year of the reign of our most gracious sovereign Lady Ann over Great Britain France Ireland Queen & defender of the faith &

In the year of our lord God 1708 between Thomas Lawson of Giggleswick in the County of York Gent. & Richard Clapham of Winskill in the said County of York yeoman & Ann his wife of the one part & Thomas Clapham of Bradford in the said County of York clerk on the other part WITNESSES that WHEREAS John Armitstead of Stainforth under Bargh in the said County of York yeoman by Indenture of lease under his hand & seal duly executed bearing date the 22<sup>d</sup>.January in the year of our Lord God 1696 for the consideration therein mentioned did Demise grant bargain sell alien assign & sett over unto Richard Lawson of Langcliffe in County of York yeoman late deceased & the above named Thomas Lawson party to these presents as feoffees or friends in trust One Close inclosure or parcell of inclosed pasture & grounds called Goscurr Head containing by estimation nine acres be the same more or less situate & lying within the township & territories of Stainforth under Bargh aforesaid in the said County of York. TO HAVE & TO HOLD the same unto them the said Richard Lawson & Thomas Lawson & the survivor of them his exec.admin. & assigns for the term of 700 years thence next coming to & for the several uses limitations & purposes therein mentioned that is to say to & for the use & behoof of the above named Richard Clapham & Ann Clapham & the survivor of them for & during the natural life of the survivor of them & afterwards for diverse other uses therein mentioned & expressed as in & by the said Indenture now in the custody of the said Thomas Lawson & delivered unto the said Thomas Clapham together with these presents by & with the consent of them the said Richard Clapham & Ann Clapham whereunto reference being had it doth & may more fully & at large appear. NOW THIS INDENTURE witnesses that the said Thomas Lawson Richard Clapham & Ann his wife for the consideration of the sum of seventy five pounds of lawful money of Great Britain paid by the said Thomas Clapham unto the said Richard & Ann Clapham or the one of them & not to the said Thomas Lawson the receipt whereof they do hereby acknowledge & thereof & of & from every part & parcel thereof they do fully freely clearly & absolutely acquit free & discharge the said Thomas Clapham his heirs exec. admin. & every of them forever by these presents HAVE demised granted bargained sold aliened assigned & sett over & by these presents they the said Thomas Lawson, Richard & Ann Clapham do for & from themselves their heirs exec. & admin. & every of them fully & absolutely demise grant bargain sell alien assign sett over confirm & forever quit claim unto the said Thomas Clapham his exec.admin. & assigns.ALL that the above mentioned Close or parcel of inclosed pasture ground called Goscurr head containing by estimation nine acres be the same more or less & also & every the ways paths passages waters water courses watering places trees woods underwoods walls fences ditches liberties easements profits privileges hereditaments & appurtenances to the same belonging or which heretofore have been used occupied possessed enjoyed demised taken or known to be as part parcel or member thereof of any part or parcel thereof & also all their the said Thomas Lawsons & Richard & Ann Claphams full & whole estate right title interest use & uses occupation possession reversion & reversions term & terms of years property claim & demand whosoever of in or unto the same or any part or parcel

thereof together with all & every these Deeds writings & evidences which they or any of them have in their custody or can procure without such in (full?) touching or in any wise concerning the premises above granted or any part or parcel thereof TO HAVE & TO HOLD the said Close of pasture ground called Goscarthead & all & every other the above granted and bargained or mentioned and intended to be granted & bargained premises & every part or parcel thereof with their appurtenances unto the said Thomas Clapham his exec.admin. & assigns from & immediately after the day of the date of these presents for during & unto the full end & expiration of the term of six hundred & eighty years now next coming & after the end and expiration of the said term of six hundred & eighty years then for & during the residue & remainder of all such other terms & numbers of years as shall be unspent & to come in the same any part or parcel thereof YIELDING & paying therefore yearly & every year during the said term unto the chief Lord or Lords of the fee or fees of the premises the annual rent of one peppercorn upon lawful demand & ..... discharging all such other dues duties suits & services as shall henceforth grow due for & in respect of the premises as above granted or any part or parcel thereof AND the said Thomas Lawson for himself his heirs exec. & admin. does separately & not jointly covenant promise grant & agree to & with the said Thomas Clapham his exec. admin. & assigns & so with every of them by these presents that he the said Thomas Lawson has not nor that he his heirs exec. or admin. or any of them shall or will at any time hereafter do or cause to be done any act or acts thing or things whatsoever that can or may alter discontinue defeat disannull or make void these presents or whereby the premises herein & hereby before granted may be in anywise incumbered AND they the said Richard Clapham & Ann Clapham for themselves their heirs exec. admin. do covenant promise grant & agree to with the said Thomas Clapham his exec. admin. & assigns & to with every of them by these presents that it shall and may be lawful to & for him the said Thomas Clapham his exec. admin. & assigns & to & for every or any of them by force & virtue of these presents to enter into & upon all & every the above granted premises with their appurtenances & peaceably & quietly have hold use occupy & possess & enjoy the same & receive & take the rents issues & profits thereof to his & their only proper uses & behoofs for & during the term aforesaid without the lett suit trouble molestation eviction ejection denial hindrance or incumbrance whatsoever of them the said Richard Clapham & Ann Clapham or either of them their or either of their heirs exec.or admin. or any of any other person or persons whatsoever lawfully claiming by from or under them or either of them or by or with their or either of their assent consent or procuring freed & cleared of & from all & all manner of former & other bargains sales gifts grants & leases mortgages & Jointures Dowers & title of dowers statutes merchant & of the staple recognizances extents judgements executions debts of record wills entails rents arrears fines forfeitures issues & amerciaments & of & from all & every other the acts estates titles charges troubles expenses & encumbrances whatsoever the rents dues & services before mentioned only excepted AND FURTHER that they the said Thomas Lawson Richard Clapham & Ann his wife & every or any of them their & every or any of their heirs exec. or admin. shall & will at any time hereafter within the space of ten years now next coming at &...../.....(page torn) reasonable request & at the costs & charges in the law of the said Thomas Clapham his exec. admin. or assigns or any of them make do acknowledge levy execute & suffer or cause to be made done acknowledged levied executed & suffered all & every such further lawful & reasonable act & acts thing & things devise & devises assurances & conveyances in the law whatsoever for the further better & more perfect assurance surety

suremakeing confirming & conveying of all & every the above granted & bargained premises with their appurtenances unto the said Thomas Clapham his exec. admin. (& assigns) for & during the term aforesaid be it by matter in fact or matter of reord or by any other ways or means whatsoever as by the said Thomas Clapham his exec. & assigns or his heirs or any of their counsel learned in the laws of this kingdom shall be lawfully & reasonably devised advised or required (gap, page torn) hereafter (gap, page torn) lawfully have set their hands & seals the day & year (...page torn).

- Signs & seals. Thomas Lawson Richard Clapham Ann Clapham

On Back of Document

Sealed & delivered in the presence of us the same being first written upon double 6d. stamped parchment  
Millicent Lawson  
Richard Lawkland  
William Stackhouse

MEMORIAL of the within written deed was entered in the Register Office at the Wakefield the one and twentieth day of February one thousand seven hundred and eight at.....in the forenoon Cin:lib:A:pag:316: et.....478: pursuant to the Acts of Parliament in that behalf made Reg:Hewstead  
Dep.Regist....

I Richard Clapham within named do hereby acknowledge to have had & received of the within named Thomas Clapham the full sum of seventy five pounds of lawful money of great Britain being in full for the within granted premises of & from which said sum of seventy five pounds I do hereby acquit free & discharge the said Thomas Clapham his heirs exec. & admin. & every of them forever As witness my hand the day & yr. First within written. Richard Clapham

Witnesses  
Millicent Lawson  
Richard Lawkland  
William Stackhouse

Post it No.54 [56] 1715

On outside of document:-

8<sup>th</sup>.June 1715

John Duckett  
To  
Wm.Whitefield

Release of a mansionhouse  
Littlebank Ing, Parrock &  
Brownbank (alias Myres)  
Lying at Cowside  
Lancliffe  
Cons. ....

---

To all Christian people to whom these presents shall come know ye that I John Duckett of Rathmell in ye parish of Giggleswick in County of York yeoman for & in consideration of the sum of ninety four pounds of lawful money of Great Britain by William Whitefield of Westsidehouses of the parish of Kirkby Malhamdale in County of York afsd. Yeoman Have for myself my heirs & exec. admin. & assigns by these presents remised released & forever quit claimed to the sd. William Whitefield his heirs & assigns all manner of right title property claim & demand whatsoever whether in law or equity which I may have or any my heirs or assigns may have demand or claim as heir or executor to me to all that Mansion house barns edifices & all other buildings thereunto belonging with its appurtenances scituate lying & being at Cowside within the township of Langcliffe in the County of York afsd. & also all those two closes or inclosures of meadow & pasture ground with their several appurtenances called or known by the name or names of Littlebank Ing & parrock containing by estimation three acres be the same more or less & two pasture closes which were formerly one close of pasture ground & now divided into two closes commonly called or known by the names of Brown Banks alias Myres both containing by estimation ten acres be the same more or less all which premises are situate within the township of Langcliffe in ye County of York afsd. To Have & to hold the sd. Mansion house lands & tenements to the sd. William Whitfield his heirs & assigns during the residue & remainder of the term of five hundred years & discharged from all such claims as above mentioned In witness whereof I have hereunto set my hand & seal this eight day of June in the first year of the reign of our sovereign Lord George King of Great Britain & Anno Domini 1715.

Sealed & delivered being first duly stamped in ye presence of

Thos.Pearson  
William Stalman  
Thomas Ingleby

John Duckett

# **Cowside in Langcliffe, 1591 to 1754: a story of families, farms and fields**

**DRAFT July 2006**

**Sheila Gordon, Mary Slater and Michael Slater**

*A large set of documents dating from 1584 to the 19th C has been loaned to the North Craven Historical Research Group by David Blackburne. They illustrate the early history of Cowside, a hamlet which is part of Langcliffe Parish. The documents belong to his step-son W. John Hunter whose father farmed land at Cowside and whose grandfather collected the deeds together. In the eventual absence of a male heir the property was sold to the Robinsons (about 1968). Four generations of Hunters have held the Cowside land and two other Hunter brothers owned Stockdale and Darnbrook.*

Twenty eight of the deeds relate to Cowside and provide a picture of property leases and sales over several generations in one family in particular - the Paycocks. The other documents relate to Stainforth and Horton in Ribblesdale. In addition to this property information the Parish Registers for Giggleswick, a few wills of the period, later deeds held in the Wakefield Archives, and the documents concerning sale of the manor of Langcliffe in 1591 followed by transfers in 1592 and later years, provide supporting evidence relating to the tenements at Cowside.

The manor of Langcliffe was in the hands of Sawley Abbey for about 400 years until the Dissolution of the Monasteries in 1536 and it then was bought as part of a speculative financial package by Sir Arthur Darcy. He distributed his properties to his many sons in his will of 1561 (TNA WARD/7/8). Nicholas Darcy who inherited Langcliffe and Nappay seems to have run into financial difficulties and was in serious debt to Henry Billingsley, Alderman of London, who was taking the rents from Langcliffe tenants to recover money loaned to Nicholas (Slater, 2000). There are many documents extant describing the sale of the manor of Langcliffe in 1591 by Nicholas Darcy to a set of nine feoffees and to several sets of individuals in Langcliffe village and Cowside. One of the sale documents (TNA C54/1408 CP 3572) concerns the several tenants at Winskill (the Fosters) and Henry Paycocke and Michael Saylbanke, yeomen of Cowsyde. Seven messuages were sold, with all houses, buildings, yards, gardens and crofts, in the tenures or occupations of these people. The land at Winskill and Cowside being sold to the tenants was 62 acres 25 poles of arable and meadow and 206 acres 2 roods 4 poles of pasture (see also 31[41]):

*'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.'*  
(MIC 1874 PC/LAC 13 Northallerton and TNA C54/1408 CP 3572) (1 [2])

The term was 500 years dating from the agreements of Nicholas Darcy with Henry Billingsley in 1585 and 1586 (TNA C54/1419 CP 3572) for Henry to take over the rents (selling land with freehold in the modern sense was not an option since all land belonged to the monarch, hence the term of 500 years). The purchase price was £537-12-9. Then a couple of months later, in January 1592, there was a deed of release granted to Henry Paycocke, and in February 1592 a further deed of release to Michael Sailbanck, for messuages and tenements at Cowside. In June 1592 Darcy and Billingsley directly demised to Anthony Twisleton and his wife Agnes several further tenements at Cowside (these last three documents have not been found but the information is in 31 [41]).

It is helpful to consider two simplified family trees. The main Saylbanke family had marriage connections with Edward Preston, Richard King, Anthony Twisleton and William Armitstead. The Paycocke family was connected with Richard Walker and his children. Three blocks of property were called the Sailbank, Twisleton and Paicocke tenements in 1636 (5 [8]) in the occupation of owners and various tenants. Intermarriages between the families led to transfer of property over the years. The blocks that appear to form contiguous holdings were

- (i) 'Ten acres of pasture at the west end of Brown Bank lying on the north side of Michael Saylbank's Calf Close and abutting 2 acres of Anthony Twisleton on the south side as now occupied by Richard Walker' (2 [3]). Michael Saylbank's Calf Close was later added to this holding (7 [10]).
- (ii) *Lying south of (i)*. Ann Walker's messuage, Great Ing plus house/barn (6 acres), Great Bank Ing (5 acres), Middle Ing (2 acres), Nether Ing (3 acres).
- (iii) *The Paicocks held this parcel from at least 1636 to 1705* Little Bank Ing (2 to 2 ½ acres) plus Parrock (½ to 1 acre) total 3 acres, plus Brown Bank alias Myres 10 acres, plus houses, plus 4 cattlegates on Gorbeck

There were families at Cowside other than those of Henry Paycocke and Michael Saylbanke in 1591 since the will of Edward Preston of 1575 (Borthwick vol. 20 fol. 45) shows that he occupied property at Cowside. He mentions Rychard Saylbanke and Roger Saylbanke his sister's son. Richard Walker also purchased land at Cowside in 1595 following the sale by Darcy and Billingsley in November 1591 (TNA C54/1419 CP 3572) and in December 1592 to Thomas Newhouse and William Carr (see 2 [3]).

### **The Sailbank family**

James Saylebanke left a will in 1548 (Borthwick vol. 13 fol. 485) and he left the tenant right of his farmhold to his wife Margaret. The right then passed to his son Richard with the licence of the Lord. John Paycocke is one of the trustees and a witness. Alice, James' daughter, married William Armitstead and this family later occupied land at Cowside. Richard married Ellena Somerscales in 1568 and they had sons Robert bp 1570/1 and Michael and a daughter Agnes, who married Anthony Twisleton of Cowside in 1591. It is presumed that after James left the tenement to his son Richard (died 1571) the right passed to Richard's son Robert who then held the Calf Close. From a further document of June 1592 (see 31 [41]) it is noted that Anthony Twisleton of Cowside and Agnes his wife bought property of three houses 'lately decayed' previously in the tenure of Richard Sailbank, late father of Michael, and then in the tenure of Richard King (surmised from the Giggleswick Parish

Register to be the husband of Ellena Sailbanke, daughter of James). Michael Saylbanke is not recorded in the Giggleswick Parish Registers. In the indentures dated 1595, 1636, 1637, 1638 and 1653 there are repeated references to 'Michael Sailbanke his Calf Close' but the Sailbanke family had probably left Cowside by the mid-1600's.

### **The Twisleton family**

In June 1592 Anthonie Twisleton and Agnes (née Sailbank) his wife (married in July 1591) bought from Nicholas Darcy a tenement at Cowside lately in the tenure of Richard King and before that in the occupation of Richard Sailbank, Agnes' late father (see 31 [41]). The property included three houses lately decayed, one gardenstead and various parcels of meadow, pasture and common together with 66 sheepgates. In 1637 the property was in the possession of Thomas Watson who made an exchange of lands in Langcliffe with Richard Brayshey of Langcliffe, yeoman. (31 [41])

In 1641 Richard Brayshey sold for £40 this property to John Armitstead of Knight Stainforth (32 [42]). In 1647 Richard Brayshey sold 46 sheepgates (or 9 cattlegates) to Robert Browne for £53-15-0 (33 [43]). In 1706/7 Robert Standin of Dalehead, Slaidburn, confirmed the release of any title of estate in Cowside to his mother-in-law Isabell Brayshay of Rathmell, widow (50 [54]).

### **The Paycock family**

The spelling of the Paycock family name and forename Gervais is remarkably variable. A Henry Paycock is listed in the 'Flodden Roll' of 1513 and another Henry is listed in the 1571 Lay Subsidy Roll; John Paycocke is recorded as making his contribution of 5 shillings to the Forced Loan of 1522.

Henry Paycocke listed in the 1591 sale document married Agnes and had at least four children - Margareta bp 1560, Andreas (Andrew) bp 1562, Anna bp 1565, Jane bp 1566/7. Anna married Richard Walker in 1586. Henry died in 1608. A Thomas Paycock of Cowside died in 1606 but we do not know if he was connected with Henry's family. The next mention of the Paycock family in the deeds is of Robert Peacocke and it is his family fortunes at Cowside that we can follow. We do not know how Henry and Robert were related.

Robert Peacocke of Newby sold his land at Newby to Thomas Butterfield in 1630 held at an annual rent of 12d (117 [7]). This was a legal device concerning a debt of £11-15-0 which Robert had to repay within 4 years or forfeit the property. Maybe it was this Robert who relocated to Cowside.

In the indenture dated 1636 (5 [8]) we find that Robert Paicoock bought from Richard Clapham of Windscale for £47 a close called Little Bank Ing and an adjoining close called the Parrocke containing 3 acres, plus all houses and four cattle gates on Gorbeck Close. The holding on Gorbeck was in common with those three tenements known as the Paicocke, Sailbank and Twisleton tenements. The associated Performance Bond of the same date was for twice the value of the sale (£94) which is to be forfeited by Richard Clapham (6 [9]) if he does not meet his obligations laid out in the Indenture.

Robert died in 1667 leaving a will (Borthwick vol. 49 fol. 142 mf 968) giving his estate to Margaret his wife and to Timothy his son a parcel of ground called Banck Ings and another called Parracke with four cattlegates on Gorbeck. To his three daughters he gave a parcel of ground called Myres and another called Browne Banke.

We do not know when Timothy was born but it was probably around 1640. He died 1699/1700. He married Maria and had sons Jervase bp 1657/8 and Robert bp 1663. His daughter Margareta bp 1665, who inherited the Cowside property from Jervase, married John Duckett of Rathmell in 1704.

In 1653 we have an Indenture of sale of land (10 acres of pasture west of Browne Bank) held by Anthony Hurwood of the City of York, tailor, to Robert Paicocke of Cowside, husbandman, and Timothy Paicocke his son for £60 (8 [11]). The money is to be paid in £6 instalments every year at the house of Michael Currer in Midlewater Lane, York at the sign of the Blue Anchor on the feast day of St Martin the Bishop. This was land bought in 1591 by a group of men, and sold to Richard Walker in 1595 as noted above. The lands descended to Ann Walker (née Pacock) his widow then to John his son and he in turn sold to Anthony Hurwood in 1638.

In 1659 Robert and Timothy leased Browne Bank for £32 to Henry Walker of Kirkby Malham (9 [12]) and a bond was made for £60 (10 [13]). In 1671 Margaret Paycocke, widow of Robert (died 1668) and others who had an interest released all title to Browne Banke to Timothy for £12 (12 [17]). In 1679 Margaret further released title to four cattlegates on Gorbeck to Timothy (13 [18]).

Timothy Paycocke, haberdasher, in 1680 sold to his son Jarvis (now 22 years old), also haberdasher, Little Banke Ing and the Parrocke containing 3 acres and half the houses with associated garths, and two cattle gates on Gorbeck, all for £20 (14 [19]) and backed up by a bond (15 [20]). In the following year Timothy, feltmaker, sold Browne Bank for £31-16-0 to Jervas his son, also feltmaker, and Ralphe Buck of Tennant Gill for a peppercorn rent. The true intention of this indenture was to provide a security for another financial transaction of £60 with John Sergeantson (16 [21]). In 1682 Jarvis leased for 7 years for £4 p.a. Little Bank Ing and the Parrocke to William Armitstead and John Gibson of Stainforth (17 [22]). In 1687 Timothy then sold Browne Bank to John Sergeantson for £20 with a bond for £60 (18 [23]). But this Indenture was accompanied by another Indenture of the same date that stated that if John Sergeantson paid rent of £1-16-0 for the next two years and finally £31-16-0 in 1689 then Timothy could redeem the agreement (19 [24]). These complicated arrangements suggest that Timothy was not reliant on farming of his land by himself since he had another trade. The small amount of land seems marginally enough to support a family. There is also some hint of financial difficulty perhaps and further problems seem to have been in store.

Timothy then mortgaged his house plus all the associated land (Little Bank Ing, Parrock, Browne Banke alias Myres) in 1690/1 to Stephen Fish of Cappon Hall for £50 (for 300 years).(20 [25]). Then seven years later Stephen Fish leased to Timothy the same house (where Timothy lived) together with all the same land currently occupied by Stephen Fish. In addition one shop and three gardens were included. The rent was £3 -12 -0 (21 [27]). Some of this document is missing but on the reverse is a note that Timothy claims to be the tenant in possession and pays Fish

6d. But then Timothy also promised to pay Fish £3-12-0 for a one year lease (20 [25], 22 [28]). A further note by a barrister Mr Gill says that the lands were simply mortgaged to Stephen Fish, not sold outright, and Mr Fish needs the agreement of Timothy's heir or other parties if he wants ownership. One is left wondering why such confusion came about.

Timothy Peacocke died in January 1699/1700. Gervas Peacock and his sister Margaret now agreed in the same month that Gervas surrenders for £5 all his rights and chattels under his father's estate (23 [29]). Margaret married John Duckett of Rathmell in 1704 and in 1705/6 the financial affairs of the Paycock holdings were sorted out. Timothy had mortgaged his property to Stephen Fish for £50 and Fish had subsequently lent him a further £10. Timothy had failed to repay £60 plus interest by the time of his death so Fish took possession of the property. However, John Duckett through his wife was legally entitled to redeem the mortgage (for £64) and for a further consideration of £30 sold the property to William Stackhouse of Winskill (trustee of Margaret's marriage settlement) and William Whitfield of Westside Houses (49 [53]). Finally in 1715 John Duckett released all of his interest in the holding at Cowside to William Whitfield (54 [56]).

The earliest recorded mention of the Paycock name is in 1510 and their association with Cowside ends in 1715.

### **The Walkers**

In 1595 there was the further transfer by the group of men who purchased land at Cowside in 1591 and 1592 to Richard Walker of Cowside (2 [3]). Richard paid £31-13-4 for block (i). This may be the enclosed Winskill Stones pasture ground on the Christopher Brown estate map of 1797.

There is a connection between the Walker and Paicock families since Anna Pacock bp 1565, daughter of Henry, married Richard Walker in 1585/6 (will of 1613). An Indenture of 1637 (31 [41]) between Thomas Watson of Windscall and Richard Brayshey of Langcliffe refers to a messuage where Ann Walker lately dwelt with the associated garths and gardens and Great Ing, Middle Ing, Nether Ing and Great Bank Ing with a house or barn in it. In 1638 we find that the same land plus the late Michael Saylbank's Little Calf Close was in the possession of Anne Walker now of York, widow, and John Walker of York, yeoman. Ann was Richard's wife and John his son (9 [12]). Ann died in York in 1650/1. The land was sold to Anthony Hurwood of York, tailor (7 [10]).

Some years later, in 1653, Hurwood leased the same land to Robert Paicocke, husbandman and to Timothy his son for £60 for 50 years (8 [11]). Then in 1659 (9 [12]) Robert and Timothy leased the same ground to Henry Walker of Kirkby Malham, millner for £30 for the residue of 50 years, with a bond for £60 forfeited if the agreement fell through (10 [13]).

### **Wakefield Deeds**

It is fortunate that there are four further deeds which shed more light on land ownership. In 1704 Richard Clapham of Winskill rented to William Whitfield of Westside Houses the New Intack and Little Calfe Close, total 5 acres adjoining the highway on the north side (i.e. of the highway) and Brown Bank on the east (i.e. of

Brown Bank) (A032 057). In 1752 John Alcock and Richard Birtwhistle sold to Christopher Brown yeoman of Stainforth under Bargh the same two parcels, 'now commonly called Cowside Closes containing 5 acres adjoining the highway etc.'. (AF 716 961). Thus it seems that Michael Saylbank's Little Calfe Close plus the New Intack are the same as Cowside Close of 5 acres on Christopher Brown's estate map of 1797.

Deeds of 1751 and 1754 also relate to sales to Christopher Brown and concern Near Bank Ing, Far Bank Ing, Calf Close, Calf Parrock, Low Parrock, Great Field with a barn, Low Cow Pasture, Brown Bank and Myres. Most of these can be identified with confidence.

### **Conclusion**

We do not have a complete picture of events and land deals after the sale of Langcliffe manor in 1591 but leasing of pasture and grazing land seems to be the main activity. There seems insufficient land in the three blocks to support any one family so each presumably owned other land elsewhere or carried on a trade as did Timothy and Jarvis Peacock. However, even small increase in landholding might have brought about a money surplus and the possibility of escape from subsistence farming. It is unfortunately not possible to identify with certainty all the parcels of land owned or tenanted by Anthony Twisleton, Richard Walker, Michael and Richard Sailbank or Henry Paycock in the original sales from trustees to tenants or others in 1591 but several original deeds of 1591 and 1592 have not been located and if found these may establish who owned what. Much of the property was held by these families for over 150 years, despite transfers and sales, because of intermarriages.

### **Acknowledgements**

To David Blackburne for allowing access to the deeds. The deeds were originally catalogued by T.I. Roberts and have been transcribed fully by the authors. The transcriptions are deposited with the North Craven Historical Research Group.

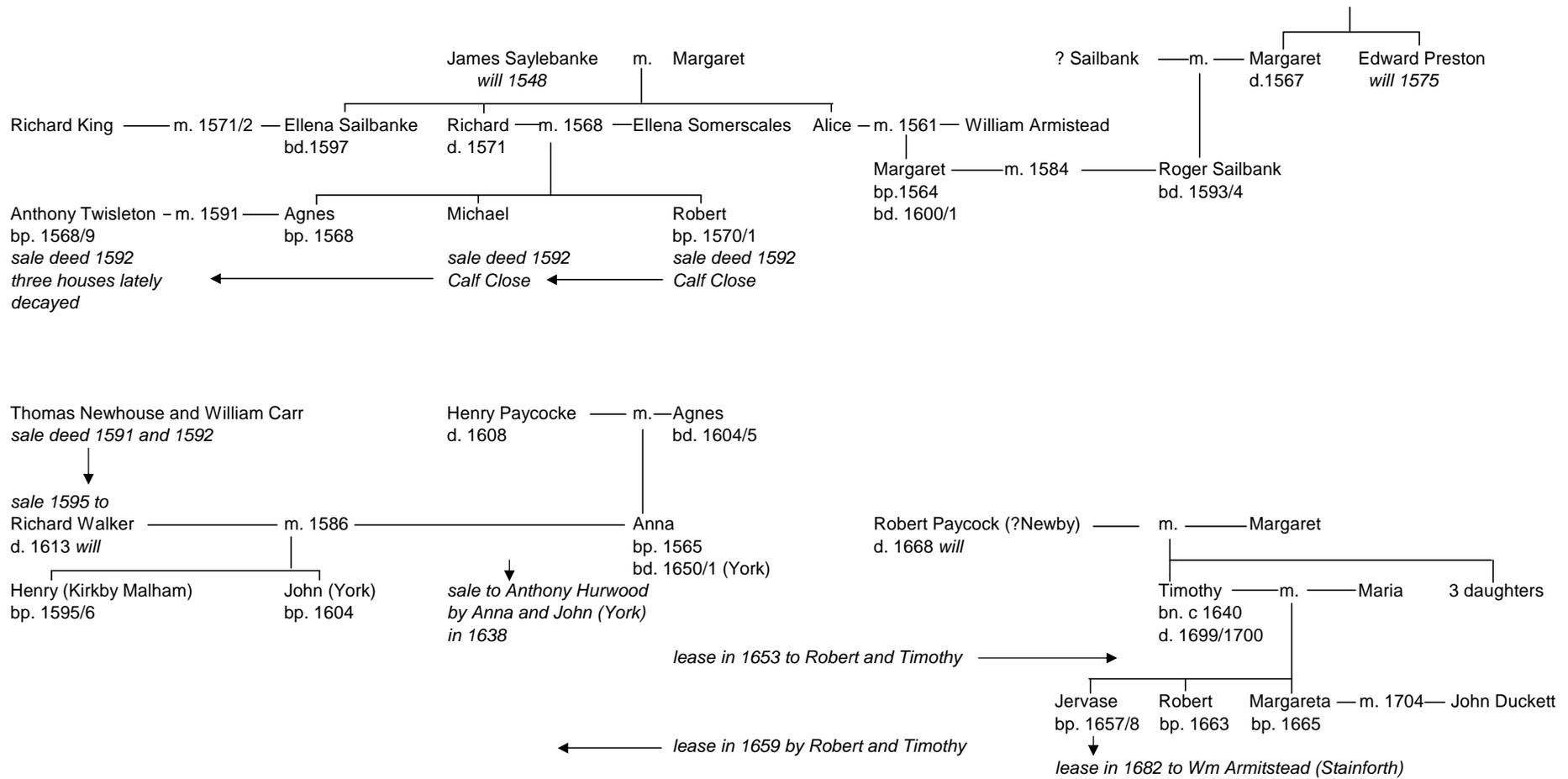
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- Will of Sir Arthur Darcy. TNA WARD/7/8. 1561  
Will of Richard Walker, July 1613. Cowside yeoman. Borthwick vol. 33 fol. 6.  
Will of Ann Walker, widow. Borthwick Admon. April 1650/1.  
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Lay Subsidy Roll, 1571. Lancashire Record Office.  
Sale documents for Winskill and Cowside. TNA C54/1408 CP 3572 and MIC 1874 PC/LAC 13 Northallerton 1591 and 1592  
Agreement Nicholas Darcy with Henry Billingsley in 1585 and 1586. TNA C54/1419 CP 3572  
Cowside deeds: (Post-it Note number followed by T.I. Roberts number).  
1 [2], 2 [3], 5 [8], 6 [9], 7 [10], 8 [11], 9 [12], 10 [13], 12 [17], 13 [18], 14 [19], 15 [20], 16 [21], 17 [22], 18 [23], 19 [24], 20 [25], 21 [27], 22 [28], 23 [29], 31 [41], 32 [42], 33 [43], 35 [44], 44 [51], 49 [53], 50 [54], 54 [56].

3307 words

2 maps 2 pictures (tin box, a deed), 2 trees





## Families, farms and fields: Cowside in Langcliffe, 1591 to 1754

**Sheila Gordon, Mary Slater and Michael Slater**

*A large set of documents dating from 1584 to the 19th C has been loaned to the North Craven Historical Research Group by David Blackburne. They illustrate the early history of Cowside, an outlying hamlet in Langcliffe Parish. The documents belong to his stepson W. John Hunter whose father farmed land at Cowside and whose grandfather collected the deeds together. In the eventual absence of a male heir the property was sold. Four generations of Hunters have held the Cowside land and two other Hunter brothers owned Stockdale and Darnbrook.*

Twenty eight deeds relate to Cowside and provide a picture of property leases and sales over several generations in one family in particular - the Paycocks. In addition to this property information the Parish Registers for Giggleswick, a few wills of the period held in the Borthwick Institute, later deeds held in the Wakefield Archives, documents concerning sale of the manor of Langcliffe in 1591 followed by later transfers (largely in the National Archives) and some other sources provide supporting evidence relating to the tenements at Cowside. In the interests of clarity and ease of reading detailed references are not given in this article, but a fuller annotated version is available at the NCHRG archive, Procter House, Settle.

The manor of Langcliffe was in the hands of Sawley Abbey for about 400 years until the Dissolution of the Monasteries in 1536 and it then was bought as part of a speculative financial package by Sir Arthur Darcy. He distributed his properties to his many sons in his will of 1560. Nicholas Darcy who inherited Langcliffe and Nappay seems to have run into financial difficulties and was in serious debt to Henry Billingsley, Alderman of London, who was taking the rents from Langcliffe tenants to recover money loaned to Nicholas. There are many documents extant describing the sale of the manor of Langcliffe in 1591 by Nicholas Darcy to a set of nine feoffees (trustees) and to several sets of individuals in Langcliffe village and Cowside. One of the sale documents concerns the several tenants at Winskill (the Fosters) and Henry Paycocke and Michael Saylbanke, yeomen of Cowsyde. Seven messuages (a house with its land) were sold, with all houses, buildings, yards, gardens and crofts, in the tenures or occupations of these people. The land at Winskill and Cowside being sold to the tenants was 62 acres 25 poles of arable and meadow and 206 acres 2 roods 4 poles of pasture:

*'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.'*

The term was 500 years dating from the agreements of Nicholas Darcy with Henry Billingsley in 1585 and 1586 for Henry to take over the rents (selling land with freehold in the modern sense was not an option since all land belonged to the monarch, hence the term of 500 years). The purchase price was £537-12-9. Then a couple of months later, in January 1592, there was a deed of release granted to Henry Paycocke, and in February 1592 a further deed of release to Michael Sailbanck, for messuages and tenements (rented land and buildings) at Cowside. In June 1592 Darcy and Billingsley directly demised to Anthony Twisleton and his wife Agnes several further tenements at Cowside. The spelling of names is retained as in original documents and the variety is typical of the period.

It is helpful to consider two simplified family trees, of Sailbank and Paycock. The main Sailbank family had marriage connections with Edward Preston, Richard King, Anthony Twisleton and William Armitstead. The will of Edward Preston of 1575 shows that he occupied property at Cowside. He mentions Rychard Saylbanke of Stainforth his brother-in-law and Roger Saylbanke his sister's son. The Paycock family was connected with Richard Walker and his children. Darcy and Billingsley in November 1591 and in December 1592 sold Cowside land to Thomas Newhouse and William Carr who then in 1595 sold on to Richard Walker. Three blocks of property were called the Sailbank, Twisleton and Paicocke tenements in 1636 in the occupation of owners and various tenants. Intermarriages between the families led to transfer of property over the years. The blocks that appear to form contiguous holdings were

- (i) 'Ten acres of pasture at the west end of Brown Bank lying on the north side of Michael Saylbank's Calf Close and abutting 2 acres of Anthony Twisleton on the south side as now occupied by Richard Walker'. Michael Saylbank's Calf Close was later added to this holding.
- (ii) *Lying south of (i)*. Ann Walker's messuage, Great Ing plus house/barn (6 acres), Great Bank Ing (5 acres), Middle Ing (2 acres), Nether Ing (3 acres).
- (iii) *The Paycocks held this parcel from at least 1636 to 1705* Little Bank Ing (2 to 2 ½ acres) plus Parrock (½ to 1 acre) total 3 acres, plus Brown Bank alias Myres 10 acres, plus houses, plus 4 cattlegates on Gorbeck

### **The Sailbank family**

James Saylebanke made a will in 1548 leaving the tenant right of his farmhold to his wife Margaret. The right then passed to his son Richard 'with the licence of the Lord', meaning the payment of a transfer fee to the landlord. John Paycocke is one of the trustees and a witness. Alice, James' daughter, married William Armitstead and this family later occupied land at Cowside. Richard married Ellena Somerscales in 1568 and they had sons Robert baptized (bp) 1571 and Michael and a daughter Agnes, who married Anthony Twisleton of Cowside in 1591. It is presumed that after James left the tenement to his son Richard (who died 1571) the right passed to Richard's son Robert who then held the Calf Close. From a document of June 1592 it is noted that Anthony Twisleton of Cowside and Agnes his wife bought from Nicholas Darcy a tenement of three houses 'lately decayed' previously in the tenure of Richard Sailbank, late father of Michael, and then in the tenure of Richard King (surmised from the Giggleswick Parish Register to be the husband of Ellena Sailbanke, another daughter of James). Michael Saylbanke is not recorded in the Giggleswick Parish Registers. In indentures dated 1595, 1636, 1637, 1638 and 1653 there are repeated references to 'Michael Sailbanke his Calf Close' but the Sailbank family had probably left Cowside by the mid-1600's.

### **The Twisleton property**

Anthonie Twisleton and Agnes (née Sailbank) married in July 1591 and in 1592, as mentioned above, bought from Nicholas Darcy three houses lately decayed, one gardenstead and various parcels of meadow, pasture and common together with 66 sheepgates. In 1637 the property was in the possession of Thomas Watson who made an exchange of lands in Langcliffe with Richard Brayshey of Langcliffe, yeoman. In 1641 Richard Brayshey sold this property for £40 to John Armitstead of Knight Stainforth. In 1647 Richard Brayshey sold 46 sheepgates (or 9 cattlegates) to Robert Browne for £53-15-0. In 1706/7 Robert Standin of Dalehead, Slaidburn, confirmed the release of any title of estate in Cowside to his mother-in-law Isabell Brayshay of Rathmell, widow.

### **The Paycock family**

The spelling of the Paycock family name and forename Gervais is remarkably variable. A Henry Paycock is listed in the 'Flodden Roll' of 1513 and another Henry is listed in the 1571 Lay Subsidy Roll; John Paycocke is recorded as making his contribution of 5 shillings to the Forced Loan of 1522.

Henry Paycocke listed in the 1591 sale document married Agnes and had at least four children - Margareta bp 1560, Andreas (Andrew) bp 1562, Anna bp 1565 and Jane bp 1566/7. Anna married Richard Walker, mentioned above, in 1586. Henry died in 1608. A Thomas Paycock of Cowside died in 1606 but we do not know if he was connected with Henry's family. The next mention of the Paycock family in the deeds is of Robert Peacocke and it is his family fortunes at Cowside that we can follow. We do not know how Henry and Robert were related.

Robert Peacocke of Newby transferred his land at Newby to Thomas Butterfield in 1630 held at an annual rent of 12d. This was a legal matter concerning a debt of £11-15-0 which Robert had to repay within 4 years or forfeit the property. Maybe it was this Robert who relocated to Cowside.

In the indenture dated 1636 we find that Robert Paicock bought from Richard Clapham of Windscale for £47 a close called Little Bank Ing and an adjoining close called the Parrocke containing 3 acres, plus all houses and four cattle gates on Gorbeck Close. The holding on Gorbeck was in common with those three tenements known as the Paicocke, Sailbank and Twisleton tenements. The associated Performance Bond of the same date was for twice the value of the sale (£94) which was to be forfeited by Richard Clapham if he did not meet his obligations laid out in the indenture. It is not clear how Richard Clapham came to have this Cowside land.

Robert died in 1667 leaving a will giving his estate to Margaret his wife and to Timothy his son a parcel of ground called Banck Ings and another called Parracke with four cattlegates on Gorbeck. To his three daughters he gave a parcel of ground called Myres and another called Browne Banke.

We do not know when Timothy was born but it was probably around 1640. He died 1699/1700. He married Maria and had sons Jervase bp 1657/8 and Robert bp 1663. His daughter Margareta bp 1665, who inherited the Cowside property from Jervase, married John Duckett of Rathmell in 1704.

In 1653 we have an indenture of a 50 year lease of land (10 acres of pasture west of Browne Bank) held by Anthony Hurwood of the City of York, tailor, to Robert Paicocke of Cowside, husbandman, and Timothy Paicocke his son for £60. The money is to be paid in £6 yearly instalments at the house of Michael Currer in Midlewater Lane, York at the sign of the Blue Anchor on the feast day of St Martin the Bishop. This was land bought from Darcy and Billingsley in 1591 and 1592 by Thomas Newhouse and William Carr, and sold to Richard Walker in 1595 as noted above. The lands descended to Ann Walker (née Pacock) his widow then to John his son and he in turn sold to Anthony Hurwood in 1638. It was not uncommon for landowners at this time to be resident far away from their properties.

In 1659 Robert and Timothy leased Browne Bank for £32 to Henry Walker of Kirkby Malham and a bond was made for £60. In 1671 Margaret Paycocke, widow of Robert (died 1668) and others who had an interest released all title to Browne Banke to Timothy for £12. In 1679 Margaret further released title to four cattlegates on Gorbeck to Timothy.

Timothy Paycocke, haberdasher, in 1680 sold to his son Jarvis (now 22 years old and also a haberdasher) Little Banke Ing and the Parrocke containing 3 acres and half the houses with associated garths, and two cattle gates on Gorbeck, all for £20 and backed up by a bond. In the following year Timothy, now described as a feltmaker, sold Browne Bank for £31-16-0 to Jervas his son, also now a feltmaker, and Ralphe Buck of Tennant Gill for a peppercorn rent. The true intention of this indenture was to provide a security for another financial transaction of £60 with John Sergeantson. In 1682 Jarvis leased Little Bank Ing and the

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The earliest recorded mention of the Paycock name is in 1510 and their long association with Cowside ends in 1715.

### **The Walkers**

In 1595 there was the transfer by the two men who purchased land at Cowside in 1591 and 1592 to Richard Walker of Cowside. Richard paid £31-13-4 for the block (i) described above. This may be the enclosed Winskill Stones pasture ground on the Christopher Brown estate map of 1797.

There is a connection between the Walker and Paycock families since Anna Pacock bp 1565, daughter of Henry, married Richard Walker in 1585/6. An indenture of 1637 between Thomas Watson of Windscall and Richard Brayshey of Langcliffe refers to a messuage where Ann Walker lately dwelt with the associated garths and gardens and Great Ing, Middle Ing, Nether Ing and Great Bank Ing with a house or barn in it. In 1638 we find that the same land plus the late Michael Saylbank's Little Calf Close was in the possession of Anne Walker now of York, widow, and John Walker of York, yeoman. Ann was Richard's wife and John his son. Ann died in York in 1651. The land was sold to Anthony Hurwood of York, tailor.

As noted above, some years later in 1653 Hurwood leased the same land to Robert Paicocke and to Timothy his son for £60 for 50 years. Then in 1659 Robert and Timothy leased the same ground to Henry Walker of Kirkby Malham, millner, brother of John, for £30 for the residue of 50 years, with a bond for £60 forfeited if the agreement fell through.

## **Wakefield Deeds**

It is fortunate that there are four further deeds which shed more light on land ownership. In 1704 Richard Clapham of Winskill rented to William Whitfield of Westside Houses the New Intack and Little Calfe Close, total 5 acres adjoining the highway on the north side (i.e. of the highway) and Brown Bank on the east (i.e. of Brown Bank). In 1752 John Alcock and Richard Birtwhistle sold to Christopher Brown yeoman of Stainforth under Bargh the same two parcels, 'now commonly called Cowside Closes containing 5 acres adjoining the highway etc.'. Thus it seems that Michael Saylbank's Little Calfe Close plus the New Intack are the same as Cowside Close of 5 acres on Christopher Brown's estate map of 1797.

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## **Conclusion**

We do not have a complete picture of events and land deals after the sale of Langcliffe manor in 1591 but leasing of pasture and grazing land seems to be the main activity. There seems insufficient land in the three Cowside blocks to support any one family so each presumably owned other land elsewhere or carried on a trade as did Timothy and Jarvis Peacock. However, even a small increase in landholding might have brought about a money surplus and the possibility of escape from subsistence farming. It is unfortunately not possible to identify with certainty all the parcels of land originally owned or tenanted by Anthony Twisleton, Richard Walker, Michael and Richard Sailbank or Henry Paycock as several original deeds of 1591 and 1592 have not been located. If found, these may establish who owned what. Much of the property was held by these families for over 150 years, despite transfers and sales, because of intermarriages.

## **Acknowledgements**

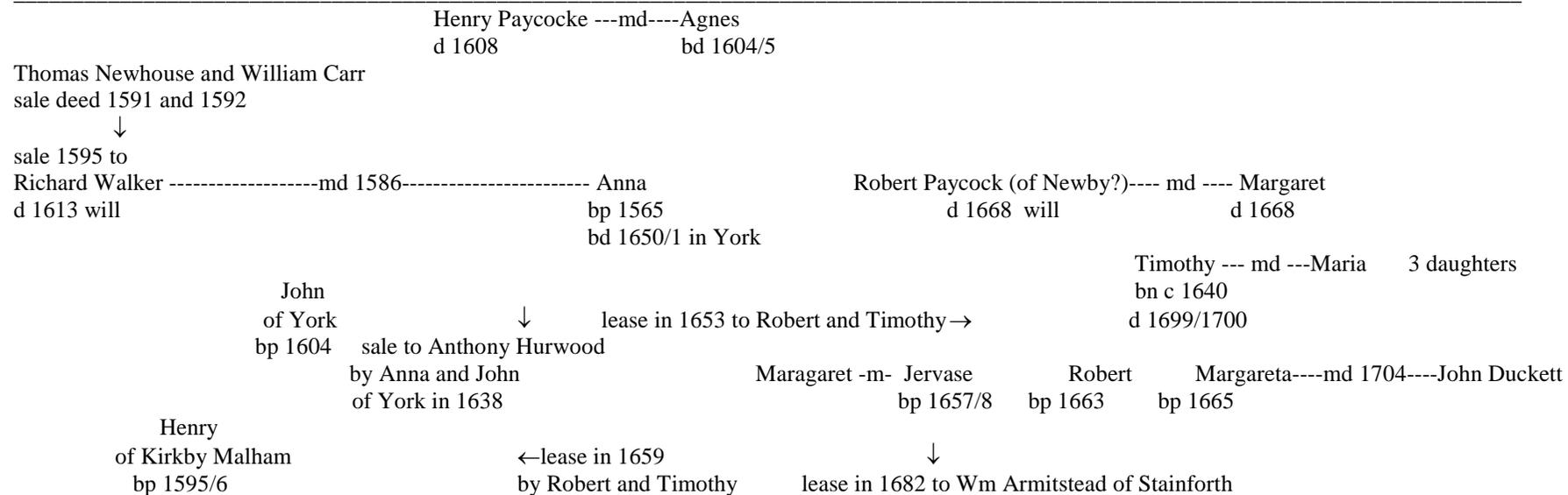
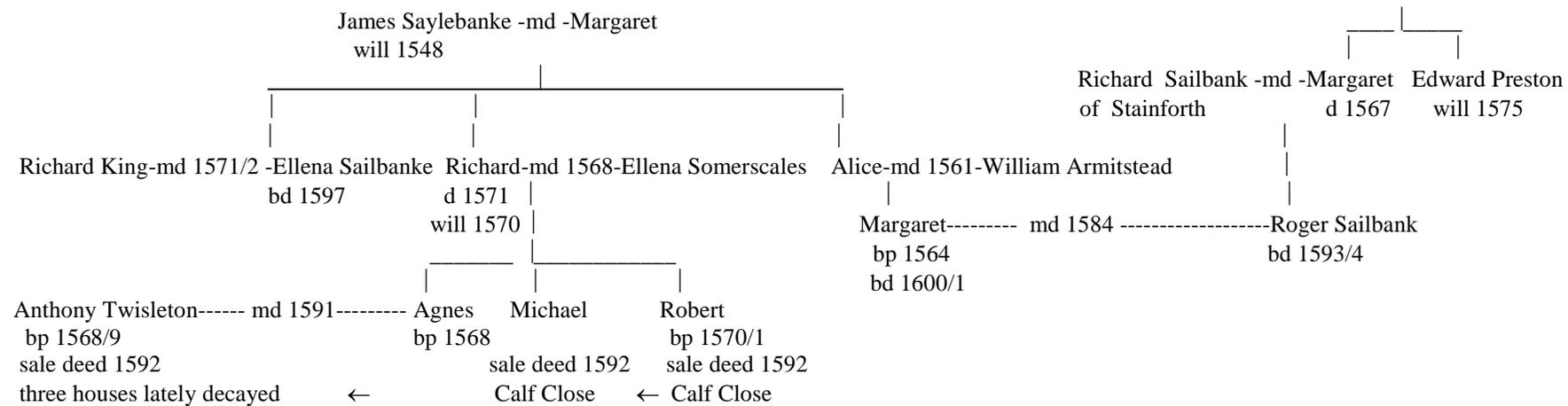
To David Blackburne for allowing access to the deeds. The deeds were originally catalogued by T.I. Roberts and have been transcribed fully by the authors. The transcriptions are deposited with the North Craven Historical Research Group.

## **References**

- Will of Sir Arthur Darcy. TNA WARD/7/8. 1560.
- Will of Richard Saylbanke, 1570. Cowside. Borthwick vol. 19 fol. 436.
- Will of Richard Saylebanke, 1577. Staynforth. Borthwick vol. 21 fol. 340.
- Will of Roger Saylbanke, 1593. Stainforthe. Borthwick vol. 25 fol. 1553.
- Will of Richard Walker, July 1613. Cowside yeoman. Borthwick vol. 33 fol. 6.
- Will of Ann Walker, widow. Borthwick Admon. April 1650/1.
- Will of Robert Paicock, 1667. Borthwick vol. 49 fol. 142 mf 968.
- Lay Subsidy Roll, 1571. Lancashire Record Office.
- Sale documents for Winskill and Cowside. TNA C54/1408 CP 3572 and MIC 1874 PC/LAC 13 Northallerton 1591 and 1592
- Agreement Nicholas Darcy with Henry Billingsley in 1585 and 1586. TNA C54/1419 CP 3572
- Cowside deeds. Courtesy of David Blackburne.

More extensive family trees at [www.northcravenheritage.org.uk](http://www.northcravenheritage.org.uk) with 2007 Journal







## THE COWSIDE' DEEDS : Notes

This box of deeds was deposited (lent) by Mr David H. Blackburne of 3, Teme Side, Giggleswick BD24 0BS in 2005 with Phil Hudson. Many of them relate to Cowside but others relate to Stainforth and Horton. They were in the possession of his step-son W. John Hunter whose grandfather collected the deeds together. John's father farmed the Cowside land. In the eventual absence of a male heir the property was sold to the Robinsons (about 1968). Tom Lord knows some of the background and has been given a copy of the deeds transcribed for Cowside and Winskill which we can discuss with him in due course. There were three Hunter brothers who owned Stockdale, Darnbrook and Cowside. Four generations of Hunters had held the Cowside land.

The originals need to be returned to Mr Blackburne, perhaps with a proposal to send them to Northallerton for preservation..

There are unfortunately two numbering systems. The papers seem to have been indexed by Ian Roberts (initials TIR) and numbered [ ]. Ian Roberts' listing is [1] to [30], [40] to [56], [201] to [214] Total number 61. These do not correspond to the numbers on the yellow Post-it notes put on by someone else. We have identified the transcripts as 45 [78] for example plus a date. No. 52 has not been identified on the Ian Roberts list.

The 28 papers referring to Cowside, 9 for Winskill and 4 for Horton have been transcribed by Sheila Gordon, Mary Slater and Mike Slater. There are 11 further documents referring to Stainforth but 3 of these have already been done (these referring also to Cowside). The Stainforth deeds have been transcribed by Annabel Kemplay and David Johnson. The remainder are Taitlands papers transcribed by David Johnson.

### For Cowside

1 [2], 2 [3], 5 [8], 6 [9], 7 [10], 8 [11], 9 [12], 10 [13], 12 [17], 13 [18], 14 [19], 15 [20], 16 [21], 17 [22], 18 [23], 19 [24], 20 [25], 21 [27], 22 [28], 23 [29], 31 [41], 32 [42], 33 [43], 35 [44], 44 [51], 49 [53], 50 [54], 52 [-], 54 [56]

### For Winskill (some done for Cowside)

6 [9], 1 [2], 2 [3], 5 [8], 31 [41], 37 [48], 49 [53], 53 [55], 54 [56]

### For Stainforth

3[4], 4[5], 118[14], 124[30], 30[40], 35[44], 121[47], 33[43], 40[49], 41[50], 32[42]

### For Taitlands

100 to 113

### For Horton

115[1], 122[26], 120[46], 121[47]

We have in many cases transcribed into modern English , in some cases using voice-activated software (Dragon Scansoft Naturally Speaking). We have used **bold** or underlined text which is bold in the original. We have sometimes written words in shortened form and sometimes in full - e.g. p'cell for parcel, adm. for administrators but as long as the word is understandable we have not tried to be totally consistent. In the case of torn parchment or paper or totally illegible text we have used ..... or (..... torn ). In some cases one can reasonably guess the words or letter so we have used (parcel) or (p)arcel in such cases.

There is an estate map of Cowside of 1797 (Chris. Brown) and we have the tithe map of 1841 but these have not allowed complete identification of the lands mentioned in the Cowside deeds. We have drafted an article about Cowside which we could publish after discussions with Tom Lord and further consideration. Mr Blackburn will be happy to see any such publication.

Mike Slater June 2006



## **MIC 1874 PC/LAC 13 Northallerton**

### **Sale of the Manor by Nicholas Darcy and Henry Billingsley 1591 and associated documents**

#### **Number 1**

This Indenture made the nyne and twentieth daye of November in the foure and thirtieth yeare (1591) 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 saide 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 nyynth day of February in the seven and twentieth yere of the raigne of our said sovraign ladye Quene Elizabeth (1584) 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 saide 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 appurtenances whatsoever in the said Countie of York And all and singular messuages edyffics buildings lands tenements rents revercions suits court letes libties franchises profitts comodities and heredytaments whatsoever to the saide 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 saide messuages or either of them or as part parcel or member of them or either of them And all and singular other the messuages lands tenements rents revercions suits profitts and heredytaments whatsoever of the saide Nicholas Darcy withall and singular their appurtenance situate lyng being comyng(?) growing or renewing of or within the townes parishes hamletts and feilds of Langcliffe and Nappey aforesaide and in either or everye of them in the said Countie of York And also the revercion and revercions of all and singuler the premisses and all and singuler rents and profitts whatsoever incydent unto the same revercion and revercions to have and to hold the same unto the saide Henry Billingsley his executors admynstrators and assignes from the day of the date of the said recited Indentures unto thende 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 saide recited Indentures mentioned with dyvse other covenants matters agreements and things in the same recited 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 thestate of the saide Henry Billingsley and his saide terme of yeares therein And uppon intent to extinguish the condition conteyned in the said recited 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 (1585) for the consideration therein specified dyd approve ratyfie

and confirme unto the saide Henry Billingsley his executors admynstrators and assignes the saide Indenture of lease and the grante thereby made of the saide 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 thappurtenance and all and every other thinge conteyned in the saide Indenture of lease and thestate right title interest and terme which the saide Henry Billingsley had to and in the saide .....and premysses with their appurtenances and to and in everie parte thereof by force of the saide Indenture of lease to have and to hold the saide manors messuages lands rents heredytaments and premisses by the saide Indenture of lease mentioned to be demysed with the appurtenance unto the saide Henry Billingsley his executors admynstrators and assignes from the day of the date of the saide recited Indenture of lease for and during all the residue of the saide 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 saide last recited dede more fully appeareth And whereas also the saide 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 (1582) standeth bound unto the saide 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 fourethent day of August in the saide six and twentieth yeare of her highnes saide raigne (1583) standeth bound unto the saide Henry Billingsley in the some of one thousande and two hundreth pounds of lawfull money of England payable as by the said recognizance or statute more playnely also may 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 bargayned solde assigned sett over and confirmed and by these presents doe clerelye and absolutely demyse bargaine 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 and two acres twentie and fyve polles be they more or lesse

of arrable lande and 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 hundred 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 certain (c'ten) 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 nere to a certain close called Robert Saylbanks calfe close att Cowsyde aforesaide And from the same calfe close to a certain 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 upon 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 hundred yeares And all rents issues and yerely proffitts whatsoever upon 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 either of them their or either of their heyres executors admynistrators or assignes at anye 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 afore by these presents mentioned to be demysed bargayned solde assigned settover or confirmed with their appurtenances or of or to anye parte 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 alyened solde settover and assigned as aforesaide withall and singuler 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 admynistrators 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 hundred yeares soe thereof grannted by the saide Nicholas Darcy unto the saide Henry Billingsley as aforesaide as yett are unexpyred not ended or determyned 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 for hym selfe his heyres executors and admynistrators and anye of them dothe covenante grannte conclude condiscende 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 theire and heires 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 and everie tyme and tymes hereafter during the contynance 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 enjoye 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 eviction 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 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 contynance 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 and from all and all manner of former bargaynes.....sales gyftes granntes leases estates annuyties fees wynters(?) dowers fynes intailles accomptes condempnations 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 their and anye of their executors admynstrators and assignes shall doe make suffer execute and accomplishe 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 these 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 their heyres executors admynstrators or assignes or their or anye of their learned counsell in the lawe shalbe reasonably devysed advysed required or counsellled att the onlye coste and charge in the lawe of them 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 their or anye of their executors admynstrators or assignes shall(?) doe make suffer execute and accomplishe 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 these presents mentioned to be bargayned solde and assigned over as aforesaide as by them 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 admynstrators or assignes or their or anye of their learned counsell in the lawe shalbe reasonably devysed advysed required or counsellled att the onlye coste and charge of them 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 or anye of them for the furrther better and more perfect assurance suerties.....making and assuring of the saide premisses 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 for the saide time of fyve hundreth yeres And the saide Henry Billingsley for hym selfe his heyres executors admynstrators and assignes dothe covenante grannte conclude condescende and 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 everie of them their and everie of their executors admynstrators and assignes by these presents That they 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 everie of them their and everie of their admynstrators and assignes shall and maybe att all tymes hereafter during the contynuance of the saide tyme of fyve hundreth yeres soe grannted of the premisses as aforesaide lawfully peceablye and quyetye have holde occupye and enioye the saide premisses with thappurtenances and everie parte and parcell thereof before in and by these presents bargayned solde and grannted over as aforesaide without anye execution uppon anye statute or recognizance knowledged to the saide Henry Billingsley to be sued by the saide Henry his heyres executors admynstrators or assignes or anye of them and without anye other lett suite trouble denyall vexation interruption eviction action or anye other incumbrance whatsoever of hym the saide Henry Billingsley his heyres executors admynstrators or of anye other person or persons lawfullye having any estate or title in or to the premisses by from or under the same Henry Billingsley his heyres or assignes or anye of them And further

also that the saide premisses withall and singuler their appurtenances before in and by these presents mentioned to be bargained solde and granted over as aforesaid the daye of the date of these presents are and doe from tyme to tyme and att all and everie tyme and tymes hereafter during to continuances of the saide tyme of fyve hundreth yeres thereof granted as aforesaid shall remayne continue and be 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 and everie of them their and everie of their executors admynistrators and assignes free and clere and freely .....acquited exonerated and dyscharged or otherwyse from tyme to tyme within convenyent tyme after notice and request thereof to be made and gyven unto the saide Henry Billingsley his heyres executors admynistrators saved and kepte harmeles of and from all manner of former and other bargaynes sales gyftes granntes leases estates annuyties fees ioynters (?) accompts cond...? uidgements executions rents arrerage of rents sales conditions forfeitures statute and recognizance and of and free (?) all other acts charges titles troubles incumbrance and demandes whatsoever hereto fore hadd made done or knowledged or hereafter to be hadd made done or knowledged by or unto the saide Henry Billingsley his heires executors admynistrators or assignes or by anye other person or persons having anye estate or interest of the saide Henry Billingsley in anywyse the rents (?) and suits herefore (?) due or hereafter to be due for the saide premisses to the cheyfe Lorde or Lorde of the fee or fees thereof onlye excepted and foreprysed And the saide Henry Billingsley for hym selfe his heyres executors and admynistrators dothe further covenante and grannte 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 say and anye of them their and anye of their heyres executors and admynistrators That he the saide Henry Billingsley his heyres executors admynistrators or assignes nor anye of them shall not att anye tyme or tymes hereafter by force of the saide sevrall recited statutes or recognizance or uppon anye suite iudgement extente or execution thereuppon to be sued extended or cause to be extended of the saide premisses before by these presents mentioned to be bargained solde and granted over as aforesaid or anye parte or parcell therof nor otherwyse by collor or vertue of the same taken anye the rents yssues or proffitts thereof nor otherwyse interrupte or disturbe the possession of them the saide Richard Foster Giles Foster Thomas Foster thelder Richard Foster his sonne Thomas Foster the younger Christopher Lawson Henry Paycocke and Michael Saylbanke or anye of them or of their heyres executors admynistrators or assignes of in or to the premisses or anye parte thereof in anywyse In witnes whereof the parties above named to these present Indentures interchangeablye have sett their handes and seales.....the daye and yere first above written

Latin text

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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 upon any *agreement* or execution thereupon to be extended or to be extended the said premisses before by theis 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 Eydii 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 theis 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

## **COWSIDE**

### **Post it No. 121 [47]**

Indenture 1676 - with bond pinned at bottom left

*55x30cms – stout parchment, ink slightly flaking – 1 part seal attached*

**THIS INDENTURE MADE** the fiveth day of Januayrie the twenty eight year of the Raigne of our Sovereigne Lord Charles the second by the grace of God of England Scotland France and Ireland King Defender of the faith etc. Annoqus Domini 1676 **BETWENE** Thomas Coate and Edmund Coate both of Studfold in the parish of Horton in the County of Yorke yeomen of the one parte And Christopher Browne of Stainforth under bargh in the County aforesaid yeoman of the other parte **WITNESSETH** that the said Thomas and Edmund Coate for and in Consideracon of the summe of six pounds five shillings of Lawfull English money to them in hand paid by the said Christopher Browne at and before the sealing and Delivery of these presents the receipt whereof they doe hereby acknowledge and thereof and of every parte and parcel thereof Doe fully freely clearly and absolutely acquit free and discharge him the said Christopher Browne his heysr executors and administrators and every of them forever by these presents **HAVE DEMISED** granted sold assigned and sett over and by these presents doe for and from themselves their executors & administrators Demise grant assigne sett over and confirme unto the said Christopher Browne his executors administrators and assignes All the one full moiety or halfe of halfe [*sic*] of one full fith parte of all that Moore comonly caled and knowne by the name of Fawcett moore and penigent as the same is now boundred marked meared and sett forth from A place called Reapott down by a Wall side caled the over Dale wall to the grounds belonging the Blaikebanke and from thence all along the Dubbeside to A place caled Burbly gill foote and soe up Burbly gill to another place called Salters Leape and from thence up by A sike to an old fold at the Skirtt of penigent hill and Straight up to A place called the Waterpott and from thence straight up to the topp of penigent hill untill the meeting and adjoyning of the grounds there belonging to Horton aforesaid And the Moity of the halfe of one fifth parte of all the Moore groundes soyle of ground herbage bitt of Mouth and appurtenances contayned lying and being within the bounders marks and meares aforesaid The said Moore and grounds in five equall partes to bee Divided (Excepting one twelfth parte thereof formerly Demised) and the Comon of pasture reserved by Marmaduke Drake) which said premisses are lying and being within the precincts and territorys of upper hesledon alias Over hesledon And also free egesse and regesse with cart and carriage from the said premisses to a Close caled Moorehead alias edge alias Outmoore which is within the territorys and leading to Stainforth aforesaid And alsoe all and singular other ways paths passages waters commons common of pasture and turbary moores mosses profitts plivilidges heriditaments and appurtenances whatsoever to the said Demised premisses belonging or in any wise apertayning And all and Singular the Deeds Writtings and Evidences which they or either of them hath or can procure without suite in Law which doe only concerne the premisses And the true Coppys of all other Deeds which amongst other things doe concerne the same **TO HAVE AND** to hold the said Moity or halfe of halfe [*sic*] of the said fifth parte of the said Moore and all and singular other the premisses with theyr and every of theyr rights members and appurtenances (except before excepted) unto the said Christopher Browne his executors administrators and assignes from and imediately after the day of the Date hereof for during and unto the full end and expyracon of the terme of five

thousand years and that in as large ample and beneficiall maner to all intents and purposes as they the said Edmund and Thomas Coate hath or of right ought to have and enjoy the same **YEILDING** paying doing and Dischargeing all rents boones dues and services that shall henceforth grow or become proporconably due for and in respect of the premisses **AND** the said Thomas and Edmund Coate for themselves theyr heyr executors and administrators Doth joyntly and severally covenant promise grant and agree to and with the said Christopher Browne his executors administrators & assignes and to and with every of them by those presents in maner and forme following (viz:) That he the said Christopher Browne his executors administrators or assignes shall or Lawfully may by force and vertue of these presents enter into the said Demised premisses and the same with thappurtenances during the terme abovesaid peaceably and quietly have hold use occupy possesse and enjoy without the Lawfull lett suite trouble molestacon evicon ejecon Denyall hinderance or incumbrance whatsoever of Them the said Thomas and Edmund Coate or of any other person or persons whatsoever lawfully clayming **AND** that free and cleare of and from all and all maner of former and other bargains sales gifts grants Lease and leases joyntures Dowers and tytle of Dower wills intayls rents arerages of rents Statute merchant and of the staple extents judgments execucons fines issues and americiaments and of and from all other acts charges tytles troubles and incumbrances whatsoever (the rents dues and services henceforth growing due for and in respect of the premisses always excepted) **AND** further that they the said Thomas and Edmund Coate theyr executors or administrators or any of them shall and will at any time hereafter within the space of tenn years now next following at and upon the reasonable request and at the costs and charges in the Law of the said Christopher Browne his executors administrators or assignes make doe knowledge execute and suffer or cause to bee made done knowledged executed and suffered all and every such further and reasonable act and acts thing and things Device and Devices assurances and conveyances in the Law whatsoever for the further better and more perfect assurance surety suermaking and conveying of all and singular the above Demised premisses with theyr & every of theyr appurtenances unto the said Christopher Browne his executors administrators and assignes for the terme abovesaid Bee it by matter in fact or matter of record or by any other ways or means whatsoever as by him the said Christopher Browne his executors administrators or assignes or by his theyr or any of theyr Councill learned in the Law shall bee reasonably and Lawfully Devised or advised and required **IN WITTNESSE** whereof the partys above said to these present Indentures Interchangeably have sett theyr hands and seals the day and year first above written

Thomas Coate his marke

?Edmond Coate

*On reverse:*

sealed signed & delivered in the presence of us

John Proctor

James Browne

Anthony Wharfe

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*Bond attached – in latin one side – ‘viginty libris’ – (£20)*

signed :

John Procter

James Browne

Anthony Wharfe

Thomas Coate his mark

Edmund Coate

---

*on reverse:*

The Condiçion of this Obligacon is such That if the within bound Thomas & Edmund Coate they and each of theyr heysr executors & administrators doe from time and at all times hereafter well & truly observe performe fullfill & keep all & singuler the grants covenants and agreements which on the ...?... and behalfe are & ought to bee observed performed fulfilled Done & kept expressed in (two) Indentures of Demise bearing Date with these presents made between the said Thomas and Edmund Coate of the one parte and the within named Christopher Browne of the other parte & that in all things according to the true intent & meaning of the same That then this present Obligacon to bee voyd otherwise to bee abide & remayne in full power force & vertue

## COWSIDE

### Post it 115 [1] 1584

Be it knowne to all men by these presentes That I Thomas Howsonn Sonne of the lait deceased Raynolde Howsonn laite of the Towne of Hortone in Ribblesdale in the county of York singlemann have received and hadd at & beffore the Enseallinge hereof of Thomas Bentham of the said Towne of hortone and in the countie of York Taylor the wholle & just Some of Thirtie one Pounds of Curent monye of england duwe to me the saide Thomas Howsone For all my good will Tyle and enterest of one messuage or Tenemente with thappurtenances Lyinge in hortone aforesaide of the yearlie rent of iij s viz. all those messuages or tenementes Which weare laite in the houldinge and occupacon of the said Raynolde Howsone deceased & his assignes demised and grannted to the saide Raynolde By mr John Lennerde Esquire and Sampson Lennerd gentl sonne and heire apparant of the said John For many yeares yet enduringe of the which said Some of xxxj li I the same Thomas Howsone doe acknowledge and confesse my Selfe to be well and trulye contented Satisfied and payed And the saide Thomas Bentham his executors administrators and assignes and everie of them to be thereof Ans of everies parte and parcell therof clearlie and Fullie acquitted and discharged of for and by theis presentes In Wittness wherof to this my generall Acquittance I the saide Thomas Howsone hear putt my handmarke and Seall The Tenthe daye of this Auguste and in the Twentye sixte yeare of the reigne of our Sovereigne Ladie quene Elizabethe By the grace of god of england France and Irelande defender of the Faythe 1584

Thome Howsone

over

Sealled syned and delivered in the

presence of John Bentham Frances Howsone As ...

Executor (?) Thomas Bentham and Bryan (?) Bainbrigs (?)

This indenture the twentie ninth day of November in the Twentist yeare of the Raigne of our sovraigne Lord Charles the second by the grace of god King of England Scotland France and Ireland defender of the faith Anno Domi 1668 **Betweene** Richard Procktor of Fawber within the pish of Horton in Riblesdaile in the county of Yorke yeoman on the one pte, And Edmund Coate of Studfould in the pish of Horton in Riblesdaile in the said county Husbandman, on the other pte; **Witnesseth** that the said Richard Procktor for and in consideracon of the Sume of Fiveteen pounds of lawfull English monie to him well and truly paid by the said Edmund Coate in his hand paid. The receipte whereof hee the said Richard Procktor doth hereby acknowledge: And thereof and of evrie pte and pcell thereof doth hereby acquitt, and discharle the said Edmund Coate his executors, and administrat. And evrie of them for ever by these psents **Hath** granted, bargained, sold, released, assigned, set over and confirmed, And by these psents hee the said Richard Procktor doth grante, bargaine, sell release assigne set over and confirme, unto the said Edmund Coate his executors, adms and assignes, All that the halfe of one full fift pte of all that Moore called and knowne by the name of Fawcett Moore and Penigent as the same is now bounded, marked, meared, and set out, from a place called Reapott downe by a wall syde called the overdale wall to the grounde belonging the Blaikebanke, and from there all alonge the Dubbs syde to a place called Burblaygill foote and soe up Burblaygill to an other place called the Salters Leape, And from thence up by a sike to an ould fold at the skirt of Penigent hill and straight up to a place called the Waterpott and from thence straight up to the topp of Penigent hill untill the meetinge and .....of the grounde there belonging to Horton in Riblesdaile afforesaid. And the halfe of one fifte pte of all the Moore grounds soyle of grounds and heriditaments contained lyeing (and being) within the bounders, markes, and mears afforesaid The said Moore and grounds into five equall ptes to bee devided The said Richard Procktor excepting the Twelfth pte of (the) above boundred grounds and pmisses demised and granted to Thomas Tunstall of Newlandhouse in the pish of Horton afforesaid together with all bounds, dues and duties, suits and services, galds and lays, taxes and impostions, due and payable pportionably therefore which said pmisses herby granted are scituate lying and beeing within the liberties pcints and teritories of upperhesleden als overhesleden afforesaid, and now in the tenure and occupation of the said Richard Prockter, or of his assigne or assignes, And alsoe all wayes paths passages waters watercourses comons, comon of pasture and turburie Moores Mosses liberties priviledges proffitts comodities easements emoluments advantages and heriditaments with thappurtenences whatsoever to the said halfe of the said full fifth pte (except before excepted) of all the said Moore grounds and pmisses hereby granted belonging or in any wise appertaining or accepted, reputed, knowne or occupied as pte pcell all or member thereof or of any pte thereof, And all his the said Richard Prockter full and whole estate, right, title interest possession, occupacon, tearme and tearmes of years, benefitt claime and demaune whatsoever of in and to the said pmisses hereby menconed to bee granted with thappurtenences and evrie or any pte or pcell thereof **And** except alsoe out of this psent grant unto Marmaduke Drake his executors admis and assignes, comon of pasture at all tymes hereafter as is excepted in that lease made between the abovsaid Marmaduke Drake on the one ptye and Richard Prockter on the other pte bearing date the Twentieth day of March in the yeare of our Lord god 1664: **To have and to holde** the said halfe of the said fifth pte of the said Moore and the soyle and ground thereof, and hereditaments, and all and singler the pmisses

above in these presents assigned and set over, or mentioned or intended to be hereby granted assigned and set over, and every part and parcel thereof (except before excepted) with their and every of their appurtenances unto the said Edmund Coate his executors, administrators, and assigns to their only use and uses benefit and behoofe from and immediately after the making of these presents for and during the whole time and term of all the years, of the term of six thousand years, that are yet to come and to expire of the said lease before mentioned and granted, And without impeachment of waste, And in as large ample and beneficiall manner and forme in every respect, as hee the said Richard Prockter, his executors adms or assigns or any of them, should or of right ought to occupie and enjoy the same premises or any part or parcel thereof by force and vertue of the said recited Indenture of lease, or any other right title or means whatsoever **yielding** and paying therefore yearly during the said term unto the heires and assigns of the chiefe Lord or Lords of the premises the proportionable part, for and in respect of the hereby assigned premises of the said yearly rent of (?) fowerpence, at the feast .....St Martine the buishopp in winter only upon lawfull demands And also yeild .....doing all galds, lays, suits, services, lays, impositions and duties, proportion.....for the hereby assigned premises, And also yielding paying doing ....unto the said Marmaduke Drake executors adms and assigns his proportionable parte of one day Moweing yearly and every yeare in haytime during the said term as a boone rent, upon two dayes notice thereof given to the said Edmund Coate his executors adms or assigns, hee the said Marmaduke Drake his executors administrators or assigns findeing sufficient meat and drinke yearly for the Mowers or workemen which shall performe the said boons **And** the said Richard Prockter for himselfe his executors and adms and for every of them doth covenant promise and grant to and with the said Edmund Coate his executors administrators and assigns by these presents, that hee the said Richard Prockter at the time of the sealing and delivrie of these presents is lawfully and solely possessed and interested during the said term of in upon and unto all the said hereby granted premises (except before excepted) with thappurtenances to the only use benefit and behoofe of hime the said Edmund Coate and his assigns, And now hath in himselfe only full power, good right and lawfull authority to bargain, sell and assigne the said premises unto the said Edmund Coate his executors, administrators and assigns in manner and forme aforesaid **And** that hee the said Edmund Coate his executors administrators and assigns and every or any of them shall or lawfully may to his or their own benefitt and behoofe from henceforth during and unto the end of the residue and remainder of the aforesaid term of Six thousand years, for and under the said rent impositions duties boones and reservations, above mentioned, peaceably and quietly have hold occupie passess and enjoy all and every the above granted and bargained premises with all and every the appurtenances above herein mentioned to be granted (except before excepted) with their and every of their appurtenances and receive and take the rents issues and profitts thereof, Without any manner of lawfull let suit, trouble, incumbrance and demaund whatsoever of him the said Richard Prockter his executors administrators or assigns, or of any other person or persons whatsoever lawfully clayeming, Free and cleare, and freely and clearely discharged of and from all and all manner of other rights titles, troubles, charges incumbrances and demaunds whatsoever heretofore had, or committed or hereafter to be had, made or suffered, by the said Richard Prockter, his executors, administrators or assigns or by any other person or persons by his or their or any of their means, assents, consents, or procurements **And** the said Richard Prockter his executors administrators or assigns or any of them shall and will at all times hereafter

within the space of Seven years now (next) coming after the ....whereof ....reasonable request.....charges in the Law of the said Edmund Coate.....whatsoever for the better and more pfect ....making of all and evrie the said pmisses hereby mentioned to bee granted (except before excepted) with thappurtenences unto the said Edmund Coate his executors administrators, and assignes for all the remainder and residue that shall be then to come and expire of the said tearme of Six Thousand years above mentioned under the said rent suits services impositions boones and duties above herein referred accoding to the tennor and and(*sic*) true intent and meaning of these psents, Bee it matter in fact or of record or by any other lawfull way or means whatsoever as by the said Edmund Coate his executors administrators or assignes or any of them or any of their counsell learned shall bee reasonably and lawfully devised or advised and required **In wittness** whereof the pties above to these psent Indentures interchangeably have set their hands and seals the day and yeare first above written:

Richard Prockter

Sealed Signed and delivered  
in the psence of  
William Foster  
Thomas Dowbiggin

Memorand. That I Richard Prockter doe binde mee  
my hairs executors and administrators and assignes in the pennall  
summe of Thirty pounds to performe all Covenants bargains  
and grants whatsoever menconed comprised and contained  
in Indentures bearing date The Twentie ninth  
Day of November in the yeare of our Lord god, 1668.

Richard Prockter

Sealed signed and  
delivered in ye psence  
of  
William Foster  
Thomas Dowbiggin

## COWSIDE

Post it 122 [26] 1694

**This Indenture made the** five and twentieth day of Aprill in the yeare of the Reigne of our Sovereigne Lord and Lady William and Mary (by the grace of God King and Queene of England Scotland France and Ireland Defender of the faith etc. Annoq Domini 1694 **Betwene** Marmaduke Burton of Selside in the parish of Horton in Ribblesdale in the County of Yorke yeoman [on the] one parte And Laurence Wharfe in the parish of Horton aforesaid and County of Yorke aforesaid Husbandman on the other parte Wit[nesseth] that the said Marmaduke Burton for & in Consideration of the summe of five pounds twelve shillings of lawfull English money to him in hand paid [to] the said Laurence Wharfe at or before the ensealing and delivery of these presents and the receipt whereof he the said Marmaduke Burton doth hereby acknowledge as also for divers other good causes & valuable Considerations him thereunto moveing hath granted bargained sold aliened assigned surrendered & conveyed (confirmed?) & by these presents doth for & from him the said Marmaduke Burton his heires executors administrators & assignes & every of them grant bargain & aliene assigne surrender & confirme unto the said Laurence Wharfe his heires assignes for ever **all** the estate right title interest Customary ..... and demand whatsoever which he the said Marmaduke Burton his heires & assignes or any of them now hath or hereafter shall or may have or claime of ..... to one Mansion or dwelling house now standing or being at Selside aforesaid together with all & singular wayes pathes passages waters watercourses profitts easements advantages & appurtenances whatsoever to the same belonging or in any wise appurtaining And being parcell of the Lordshipp or Mannor of Newbye in the said County of Yorke & of the Customary yearly rent of one penny **To have and to hold** all and singular the above mentioned premisses with their & every of their rights members & appurtenances unto the said Laurence Wharfe his heires and assignes for ever, & to & for their sole proper use & behoofes for ever, according to the antient & laudable Customs of Tennantright had used & established within the said Mannor or Lordshipp of Newby **Yeilding** and paying for the same the said yearly rent of one penny unto the said Lord or Lords of the Fee or Fees thereof, And also all other dues duties & services whatsoever hereafter to become due & payable for the same, And the said Marmaduke Burton for him selfe his heires executors administrators & assignes, and every of them doth grant promise covenant & agree to and with the said Laurence Wharfe his heires executors administrators & assignes, & to & with every of them by these presents That all & singular the above mentioned premises, with their and every of their appurtenances whatsoever and freed, released and discharged, of and from all & all manner of former & other gifts, grants, bargaines sales Leases surrenders conveyances, Wills, intails & of and from all & all manner of former & other titles, troubles, charges & incumbrances whatsoever, heretofore had made & executed, or hereafter to be had made & willingly and willingly done suffered or executed by the said Marmaduke Burton his heires or assignes, or any other person or persons whatsoever claiming by from or under him them or any of them And also that he the said Marmaduke Burton shall and will in his own proper person (if God spare him health) or by William Gifford(?) & Thomas Bentham bee(?) Customary tennants within the said Mannor who are hereby appointed & authorized Attorneys ioyntly & severally in this behalfe at the next or some other Court after to be holden for the said Mannor acknowledge the deed And make open surrender of all the above mentioned

premises into the hands of the Lord or Lords of the said Mannor to the onely use & behoofe of the said Laurence Wharfe his heires & assignes for ever, & to and for noe other use intent or purpose whatsoever according to the usuall custome of surrenders there; And alsoe that he the said Marmaduke Burton shall & will from time to time & at all times for and during the space of seaven yeares next ensueing the date hereof at the reasonable request costs & charges in the Law of the said Laurence Wharfe his heires & assignes or some of them, make doe or execute or cause to be executed all & every such further better & more firme assureing of all & singuler the above mentioned premisses with their & every of their appurtenances whatsoever unto the said Laurence Wharfe his heires & assignes for ever, and to his & their sole proper uses & behoofes for ever, As by the said Laurence Wharfe his heires and assignes, or his their or some of their Counsell learned in the Law shall in that behalfe be reasonably devised advised or required. In witness whereof hee the said Marmaduke Burton hath hereunto interchangably put his hand & saele the day and yeare firts above written.

Sealed signed and delivered  
in the presence of  
Tho. Hurtle  
John Ashbrooke

Marmaduke Burton  
his mark

**Transcription of the Winskill-Stainforth deeds, march-May 2006, by David Johnson. Deeds numbered 100 to 113 inclusive plus 124.**

**Document no.100** (punctuation added for clarity)

“No. 6. INLAND REVENUE. SUCCESSION DUTY ON REAL PROPERTY, which includes all Freehold, Copyhold, Customary, Leasehold, and other Heridataments, whether corporeal, or incorporeal.”

REGISTER of the Year 1862. Folio 90

An **Account** of the SUCCESSION OF REAL PROPERTY of Henry Redmayne of Taitlands near Settle in the County of York upon the death of Thomas Redmayne who died on the 23<sup>d</sup>. day of February 1862, derived from the said Thomas Redmayne the Predecessor\* under the will of the said Thomas Redmayne dated the twentieth day of February 1862 delivered by the said Henry Redmayne the Successor.

DESCRIPTION OF PROPERTY

A dwelling house known as Taitlands with garden, Stables, Outbuildings and Garth containing together 2 a. 2 r. 25 p, and the several closes or parcels of grounds called by several Names and containing by estimation the several quantities following: namely Riddings 2 a. 1 r. 31 p, Low Pastures and Barn 4 a. 3 r. 9 p, Low Pasture 3 a. 2 r. 12 p, Stangs 6 a. 2 r. 24 p, Plantation 1 a. 2 r. 6 p, Plantation 2 a. 0 r. 2 p, Plantation 1 rood & 18 perches, Wood 1 a. ? r. 2 p, Wood 1 a. 1 r. 6 p, Plantation 17 perches, Plantation 32 perches, Plantation 9 perches.

The above described premises, containing in the whole 26 a. 2 r. 33 p, are of leasehold tenure and in the occupation of the successor, are situate at Stainforth in the Parish of Giggleswick and assessed to the property tax at £91 19. 8.

A Close of Meadow land situate at Stainforth aforesaid containing 3 roods and 18 perches of leasehold tenure in the occupation of Thomas Parker at the Annual Rent of £3.

A Butcher's Shop and Barn situate at Stainforth aforesaid of leasehold tenure in the respective occupations of Miss Foster and J and C Greenbank at the Annual Rent of £1 10. 0.

A cottage situate at Stainforth aforesaid of leasehold tenure in the occupation of William Lee at the Annual Rent of £3.

Total £99 9. 8.

A Garden situate at Stainforth aforesaid of leasehold tenure in the occupation of Anthony Sharp at the Annual Rent of 12s.

A Dwellinghouse with the outbuildings and Croft adjoining containing by estimation 3 roods 13 perches and 8½ Beast Gates on Great Moorhead. And the several closes or parcels of ground following: namely Goose Scar containing 14 a. 3 r. 13 p, Low Goose Scar 2 a. 2 r. 8 p, Great Tongue 14 a. 3 r. 12 p, Tongue 22 a. 3 r. 34 p, Tongue 3 a.

2 r. 38 p, Brow Meadow 6 a. 2 r. 15 p, Intake 4 a. 0 r. 29 p, Garth Nook 3 a. 1 r. 34 p, Hayley 8 a. 3 r. 11 p, Butt Copy 1 a. 1 r. 7 p, Billinger 5 a. 0 r. 25 p, Middle Billinger 3 a. 2 r. 31 p, High Billinger 2 a. 3 r. 3 p, Sannot 11 a. 1 r. 2 p, Cole Close 9 a. 2 r. 25 p, Stangs 9 a. 0 r. 2 p, Thackwoods 2 a. 1 r. 35 p, Acre 7 a. 3 r. 11 p, Bottom Lands 1 a. 3 r. 13 p, Fold 13 perches, Croft 1 rood & 16 perches, Crow Croft 33 perches, Garden 16 perches, which said dwellinghouse, closes and premises contain altogether by estimation 139 a. 2 r. 21 p are situate at Stainforth aforesaid and of leasehold tenure and are in the occupation of Mr. Richard Armistead at the annual rent of £156 15. 0.

Carried forward            £256 16. 8.

A Dwellinghouse, croft and premises situate at Stainforth aforesaid containing 2 roods & 13 perches of leasehold tenure in the occupation of Marmaduke Armistead at the annual rent of £16 0. 0.

A Barn situate at Settle of freehold tenure in the occupation of John Taylor & William Dugdale at the annual rent of £4 10. 0.

A Dog Kennel situate at Settle in the occupation of Obadiah Baines at the annual rent of 19s. 6.

A dwellinghouse called Hobs Gate house with Barn, outbuildings, Garden and Parrock containing by estimation 1 rood & 17 perches and the close called Calf Croft containing 1 rood and 4 perches & the close called Home Croft, Home Croft containing by estimation 1 a. 1 r. 9 p with 8 Sheep Gaits in Oxenber Wood respectively situate at Austwick in the parish of Clapham in the County of York of customary hold tenure in the occupation of Mr. Matthew Jackson at the annual rent of £14.

A Dwellinghouse with two Gardens and a close of called Town Croft pasture containing together 1 a. 2 r. 25 p situate at Austwick aforesaid of customary hold tenure in the occupation of Mr. Christ. Ingleby at the annual rent of 13

Brought forward            £305 6. 2.

All those several closes of Land following: namely Forelands 7 a. 3 r. 38 p, Crabtree Close 3 a. 1 r. 3 p, Island and Beck 1 rood & 16 perches, Little Briggs 4 a. 1 r. 24 p, respectively situate at Austwick aforesaid and customary hold tenure in the occupation of Richard Duckett at the annual rent of £31 10. 0.

Several closes of land situate at Austwick aforesaid of Customary hold tenure called by the several names and containing the respective quantities following viz Dog Kennel 4 a. 2 r. 36 p, Plantation 23 perches, Field House pasture 23 a. 1 r. 32 p, Site of Barn 8 perches, Naylor Garth 1 a. 1 r. 12 p, Tranberry 3 a. 3 r. 27 p, Graysonber Long Meadow 3 a. 2 r. 6 p, Far Meadow 2 a. 3 r. 0 p, together 42 a. 1 r. 5 p in the occupation of Mr. John Ingleby at the annual rent of £95 0. 0.

A close of freehold land situate in the Township of Langcliffe called the Stones and containing by estimation 41 a. 0 r. 15 p in the occupation of Mr. Richd. Armistead at the annual rent of £31 15. 0.

Brought forward            £463 11 12.

A close of freehold tenure land situate in the Township of Settle called the Scars and containing by estimation 51 a. 1 r. 3 p in the occupation of Mr. Richd. Armistead at the annual rent of £25 10. 0.

Total £489 1 2.

The sum of £2000 payable by the Successor to Jane Sedgwick, daughter of the predecessor on the death of the predecessor by deed dated the 16<sup>th</sup>. Day of April 1831 and made between the predecessor of the first part, Jane Brown of the second part, and Thomas Ingleby and Richard Clapham of the third part being the settlement made on the marriage of the predecessor with the said Jane Brown charged on the Stainforth Estate

Capital	£2000	Annual Payments	£80
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The principal sum of £4800 due on Mortgage of the Stainforth Estate to Mr. Thomas Birkbeck by deed dated 18<sup>th</sup>. January 1859 created by predecessor.

Capital	£4800	Annual Payments	£192
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Interest due thereon at the death of the predecessor

Capital	£115	Annual Payments	£4 12. 0.
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For necessary outgoings (viz) Insurance and Repairs

Annual Payments	£20
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Total Capital	£6915	Annual Payments	£296 12. 0.
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Total Gross Annual Value	£489 1. 2.
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Total Annual Value of Deductions	£296 12. 0.
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Net Annual Value	£192 9. 2.
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I declare that this a just and true Account of all the Succession in Rent and Leasehold property of me Henry Redmayne upon the Death of the before-named Thomas Redmayne and that I the said Henry Redmayne was born on the 27<sup>th</sup>. Day of September 1841, and am a lineal issue of Thomas Redmayne the Predecessor from whom the said Property is derived.

Dated this fifth day of November 1983.

Signed (Henry Redmayne)

#### ASSESSMENT

The value of an Annuity of £192 9. 2. for a Life aged 20 is £3228 10. 2. and the Duty on this sum at the rate of 1 per Cent. is assessed at £35 5. 8.

Dist. £1 5. 5.

RECEIPT FOR DUTY

Received the 9<sup>th</sup> day of December 1863 the Sum of Thirty two pounds and Three pence being the first Instalment of the Duty above-mentioned.

Signed (William Parr)

£32 0. 3.

Registered (signature)

Comptrolled (signature)

**Document 101** (the accompanying plan needs to be photographed)

**Particulars and Plan**

of

**A VALUABLE ESTATE**

SITUATE IN THE TOWNSHIPS OF

STAINFORTH, SETTLE,

AND LANGCLIFFE,

IN THE PARISH OF GIGGLESWICK,

IN THE

WEST-RIDING OF THE COUNTY OF YORK,

FOR

**SALE BY AUCTION,**

BY

MESSRS. HEPPER AND SONS,

AT THE

GOLDEN LION HOTEL, IN SETTLE

ON TUESDAY, JUNE 2nd, 1868,

*At ONE for TWO o'clock precisely.*

---

MR. W. HARTLEY,  
SOLICITOR, SETTLE,

AND

MESSRS. HIRST AND CAPES,  
SOLICITORS,

**Boroughbridge and Knaresbro'**

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## Document 102

Conditions on the Sale by Auction at the Golden Lion Hotel in Settle on Tuesday the second day of June 1868 of an Estate situate in the Township of Stainforth, Settle and Langcliffe in the parish of Giggleswick in the West Riding of the County of York comprising Two Hundred and sixty one Acres and ten perches more or less.

As to Lot 18 comprising

No. on plan	Description	Cultivation	Quantity
272	Stones Close	pasture	a. r. p 41 0 5

- occupied by Mr. Benjamin Heseltine.

Situate in the Township of Langcliffe.

Bought by C Brown for £600

## Document 103

Ditto

As to Lot 19 comprising

Eight and a half Cattle Gaits or Thirty Four Sheep Gaits in Great Moor Head stinted pasture occupied by Mr. Benjamin Heseltine.

Situate in the Township of Stainforth.

Bought by C Brown for £200

*The full legalise has not been transcribed.*

## Document 104

Abstract and title to hereditaments at Langcliffe & Stainforth in the County of York late the Estate of Mr Henry Redmayne deceased, parcel whereof is contracted to be sold to Mr Brown.

1799 April 20      Probate copy of the Will of Richard Redmayne of Stainforth under Bargh in the parish of Giggleswick & county of York yeoman of this date.

Whereby after disposing of All his linen, household goods & furniture He gave unto his wife for life or widowhood –

All that his dwellinghouse situate in Stainforth afs<sup>d</sup> wherein he then lived with the outbuildings, garden and appurts to the sd dwghouse belonging.

And as to for & concerning –

All his testators messuages, lands, tenements, heres & real estates whatsoever with their and every of their appurts situate, lying and being within the parish of Giggleswick afores<sup>d</sup> or elsewhere (subject to the life estate of his sd wife in the said dwellinghouse & premes therein before mentioned).

And all the remainder of his personal estate & effects whatsoever & wheresoever & of what nature, kind or quality soever (not thereinbefore disposed of) to his sd wife during her widowhood.

The Testator gave, devised & bequeathed the same & every part thereof untom his sd wife Ann Redmayne, his brother Thomas Redmayne of Feizor in the county of York yeoman & Thomas Stackhouse of Stainforth aforesd gentleman, their heirs, exors, admors & as<sup>s</sup> according to the nature or tenure of the sd estates.

Upon trust that they & the survivors or survivor of them & the heirs, exors & admors of such survivor sho<sup>d</sup> in the first place apply & dispose of his personal estate thereinbefore given unto them for the payment of all his just debts, funeral expenses & the charges proving and registering his will as far as the same would extend & in case his personal estate should not be sufficient for that purpose. To raise & pay the residue of his debts by sale or mortgage of any part or parts of his s<sup>d</sup> real estates and premes as they should think proper.

And upon further trust to pay & apply or otherwise permit & suffer his s<sup>d</sup> wife Ann Redmayne to take & receive the clear yrly rents, issues & profits of his s<sup>d</sup> real estate & premises & the interest of his personal estate that might remain for the maintenance & support of herself & his children then born on or thereafter to be born of his s<sup>d</sup> wife until his eldest son Rich<sup>d</sup> Redmayne or in case of his death his next son or such other son as testator might happen to have should live to attain the age of 21 years. Rem<sup>f</sup>

Upon trust to convey and assign:

All his testator's messuages, lands, tenements, heredit & real estates (subject as in that his will is mentioned\_

Unto his s<sup>d</sup> eldest son Richard Redmayne, his heirs, exors, admors & assigns according to the tenure thereof ( & which he thereby gave & devised to him and them accordingly) or in case of his death before he attains that age without leaving lawful issue.

Unto his second son Thomas Redmayne (or in case of his death to such other son as might happen to live to attain 21), his heirs, exors, admors & assigns according to the tenure thereof.

To his daughter or daughters if more than one Remainder, their heirs, exors, admors & ass<sup>s</sup> - as tenants in common subject and charged with the payment unto his <sup>d</sup> wife Ann Redmayne for life or widowhood an annuity of £30 to be issuing & payable out of his real estate & to be payable unto his <sup>d</sup> wife free from all taxes & deductions by half yearly payments to commence 6 months after his eldest son, or in case of his death his next son, sh<sup>d</sup> attain 21 with a proportional part to the day of her death with powers of distress & entry on non payment of the same from time to time.

But in case of his <sup>d</sup> wife marrying again the powers to be subject to an annuity of £20 unto his <sup>d</sup> wife for life to be payable as therein mentioned.

And also subject with the payment of the sums of £500 unto his son Thomas on attaining 21 & £250 to his daughter Ellen & unto the child or children his wife was then pregnant with & unto such other child or children as he might thereafter have by his <sup>d</sup> wife with suitable maintenance & provision out of his <sup>d</sup> estates in the meantime when & as they should severally attain twenty one.

Declaration that the provision thereby made for his said wifewas in lieu, bar & full satisfaction of all dower & thirds she could or might claim or be entitled to, of & from his estates.

Proviso for trustees to charge real estates with any apprentice fee they might think proper to give on putting out any of his sons to business, trade or profession, such fee to be deducted out of their fortune on attaining 21.

Proviso that in case of his daughter Ellen or such other child or children testator might thereafter happen to have should die under 21, the legacy of him, her or them so dying should go to the survivors of his children living to attain 21 exclusive of his <sup>d</sup> sons Rich<sup>d</sup> and Thomas.

Declaration that no purchaser or purchasers, mortgagee or mtgees of his real estates or any part thereof should be obliged to see to the application of his, her of their purchase money or any part thereof or answerable for any misapplication or nonapplication thereof but that the receipt of his <sup>d</sup> trustees & the survivor or survivors of them & the heirs, exors & admors of such survivor should be sufficient for the same from time to time to all intents & purposes whatsoever.

Trustees allowance clause –

And the testator appointed his <sup>d</sup> wife & the <sup>d</sup> Thos. Redmayne & Thomas Stackhouse joint Exors of his will & guardians of his said children during their minorities.

Executed by the testator on the 20<sup>th</sup> April 1799 & attested by 3 witnesses.

Will proved in the Exchequer & Prerogative Court of York by all the exors on the 13<sup>th</sup> of December 1799.

Probate registered at Wakefield the 21<sup>st</sup> of April 1800 in book EC page 613 No.926.

1800 April 25 Burial Certificate in the parish of Giggleswick of Giles son of late Richard Redmayne of Stainforth an Infant.

1801 September 3<sup>rd</sup> Burial Certificate in the parish if Giggleswick of Ellen daughter of late Rich<sup>d</sup> Redmayne of Stainforth aged 6 years.

1818 January 26 Indenture of this date made between Ann Redmayne of Austwick in the parish of Clapham in the county of York widow & relict of Rich<sup>d</sup> Redmayne late of Stainforth under Bargh aforesaid gentleman deceased. Thomas Redmayne late of Feizor in the said county of York but then of Thornton in Lonsdale in the sd county of York yeoman & Thomas Stackhouse of stainforth afs<sup>d</sup> gentleman, the Devises in trust & exors named and appointed in & by the last will and testament of the said Richard Redmayne deceased of the one part & Richard Redmayne of Austwick afsd Gentleman, eldest son & heir at law & also devisee named in the s<sup>d</sup> will of the s<sup>d</sup> Richard Redmayne deceased of the other part.

Reciting the will of yes<sup>d</sup> Rich<sup>d</sup> Redmayne hereinbefore abstracted.

And reciting that the sd Ann Redmayne, Thos Redmayne & Thomas Stackhouse took upon themselves the execution of the trusts reposed in them in & by the s<sup>d</sup> recited will & had paid & applied the s<sup>d</sup> personal estate & the yrly rents & profits of the s<sup>d</sup> real estates so bequeathed & devised to them in trust as afs<sup>d</sup> Richard Redmayne (party thto) did thereby admit & acknowledge.

And reciting that the s<sup>d</sup> Rich<sup>d</sup> Redmayne (party thto) had some time since attained to his full age of 21 years & the s<sup>d</sup> Ann Redmayne, Thos Redmayne & Thomas Stackhouse having discharged the trusts in them reposed by the said recited will, they the s<sup>d</sup> Ann Redmayne, Thomas Redmayne & Thos Stackhouse at the request of the s<sup>d</sup> Rich<sup>d</sup> Redmayne (pty thto) had agreed to assign & release to him all their & every & each of their right & interest of x in the trust, premes in manner as thereafter mentioned. And he the s<sup>d</sup> Richard Redmayne (party thereto) in conson thereof had agreed to give such release & covenant to indemnify them yes<sup>d</sup> Ann Redmayne, Thos Redmayne & Thos Stackhouse as thereafter ment<sup>d</sup>.

It was witnessed that the s<sup>d</sup> Ann Redmayne, Thos Redmayne & Thomas Stackhouse in pursuance of the s<sup>d</sup> agreement & for the nominal consideration therein mentioned did (according to their respective rights & interests so far as they lawfully could or might) bargain, sell, assign, alien & release unto the said Richard Redmayne (party thto) –

All & every the thereinbefore mentioned messuages, lands, tenements, hereditis & real estates & the rents, issues & profits thereof. And all & singular other the hereditis & premes which in & by the s<sup>d</sup> in part recited will were thereby given or devised upon the trusts therein and thereinbefore mentioned, & for all the estate, right, title, interest, trust, property, possession, claim & demand whatsoever both at law & in equity of them the s<sup>d</sup> Ann Redmayne, Thos Redmayne & Thomas Stackhouse & of every & each of them by virtue of the s<sup>d</sup> will.

To hold & singular the s<sup>d</sup> thereinbefore mentioned & intended to be thereby assigned premises with the appurts.

Unto & to the use of the s<sup>d</sup> Rich<sup>d</sup> Redmayne (party thereto), his exors, admors & ass<sup>s</sup> from thenceforth for & during all such estate & estates, interest & interests as they the s<sup>d</sup> Ann Redmayne, Thos Redmayne & Thomas Stackhouse or any of them then had or could or might claim thereon by virtue of the s<sup>d</sup> recited Will. Subject nevertheless as in the s<sup>d</sup> will & thereinbefore is mentioned.

Covenant by the s<sup>d</sup> Ann Redmayne, Thomas Redmayne & Thomas Stackhouse that they had done no act to incumber.

And it was further witnessed that to the intent they yes<sup>d</sup> Ann Redmayne, Thos Redmayne & Tomas Stackhouse & every & each of them might be released and discharged from the trusts afs<sup>d</sup> & in conson of the assignment so thereby made to the s<sup>d</sup> Rich<sup>d</sup> Redmayne (party thereto) as afs<sup>d</sup> & also in performance of his before mentioned agreement He the s<sup>d</sup> Richard Redmayne (party thto) Did absolutely remise, release, discharge & foe ever quit claim unto yes<sup>d</sup> Ann Redmayne, Thomads Redmayne & Thomas Stackhouse & every of them, their and every of their heirs, exors & admors all & every sum & sums of money, actions & suits, claims & demands whatsoever both at law & in equity which he the s<sup>d</sup> Rich<sup>d</sup> Redmayne (party thereto) by virtue of the s<sup>d</sup> will then had or could or might have claim, challenge or demand against the s<sup>d</sup> Ann Redmayne, Thomas Redmayne & Thos Stackhouse or any of them for or upon Account or by any reason or means of their or any of their acting in or of any breach or nonperformance made by them or any of them or any of the trusts thereby in them so reposed as aforesaid or by any reason or on account of any other matter, cause or thing whatsoever.

Covenant by the s<sup>d</sup> Richard Redmayne –

To save harmless & keep indemnified the s<sup>d</sup> Ann Redmayne, Thos Redmayne & Thoams Stackhouse & every of them their & every of their heirs, exors & admors & their every & each of their lands, tenements, goods & chattels & from all costs, charges & damages which should or might at any time thereafter arise, happen, come or fall upon them or any of them or which they or any of them should or might pay, sustain, suffer or be put unto , for or on account of the trusts reposed in them as afores<sup>d</sup> or the assignment & release by them thereby made or anything therein contained other than & except any breach of their Covenant aforesaid.

Executed by all parties & duly attested by two witnesses.

Registered at Wakefield the 29 day of May 1818 in Book EU page 388 & No.420.

1825 May 28 Administration of this date granted by the Exchequer & Prerogative Court of York to Ann Redmayne of Austwick in the parish of Clapham in the county of York widow of –

All & singular the goods, rights, credits, cattles & chattels of Rich<sup>d</sup> Redmayne her son (late of Austwick in the parish of Clapham afs<sup>d</sup> gentleman). Effects sworn under £3000.

1824 August 11 Burial certificate of Richard Redmayne (of Austwick) in the parish of Giggleswick – county of York.

1828 October 25 Residuary Account passed with Government under the above administration.

Same date Legacy Receipt of Thomas Redmayne for moiety of Residue under above administration.

1830 September 3<sup>rd</sup> Administration of this date granted by the Prerogative & Exchequer Court of York to Thomas Redmayne of Austwick in the Psh of Clapham in the Cty of York Gentm of All & singl<sup>r</sup> the goods, rights, credits, cattles and chattels of Ann Redmayne his mother late of Austwick afs<sup>d</sup> Widow. Effects .... under £2000.

1830 Dec<sup>r</sup> 18<sup>th</sup>      Residuary Account passed with Govm<sup>t</sup> under last Administration.

16<sup>th</sup>.April 1831      By Indenture of this date made between the said Thomas Redmayne late of Austwick afs<sup>d</sup> but then of Stainforth aforesaid Gent<sup>l</sup> of the 1<sup>st</sup> part, Jane Brown of Stainforth afs<sup>d</sup> Spinster, eldest daughter of Thomas Brown of Stainforth aforesaid Esquire by Elizabeth his then present wife (which s<sup>d</sup> Eliz<sup>l</sup>h was the only daughter and heiress at law and also a devisee named in the will of Josias Rimmington late of Stosthrop *(sic)* in the parish of Kirkby Malhamdale in the said County but last of Stainforth aforesaid Esquire deceased) of the 2<sup>nd</sup> part, and Thomas Ingelby the elder of Lawkland Hall in the parish of Clapham afs<sup>d</sup> Gent<sup>m</sup> and Richard Clapham of Feizor in the parish of Clapham afs<sup>d</sup> Gent<sup>m</sup> of the 3<sup>rd</sup> part.

After reciting that the said Jane Brown was entitled to the sum of £2000 under the will of the said Josias Rimmington her late grandfather deceased.

And reciting g that a marriage had been agreed upon and was to be shortly solemnized between the said Thomas Redmayne and the said Jane Brown.

And also reciting that upon the treaty of the said intended marriage it was agreed that the said sum of £2000 to which the said Jane Brown was entitled as aforesaid should be paid unto the hands of the said Thomas Redmayne and it was further agreed that the said Thomas Redmayne should grant, limit, appoint and demise all his messuages, lands, hereditis and premes situate at Stainforth afs<sup>d</sup> to the said Thomas Ingelby and Richard Clapham in manner threinaf<sup>r</sup> expressed securing an annual rent of £100 unto the said Jane Brown in manner thrinaf<sup>r</sup> ment<sup>d</sup> and after the death of the survivor of them the sd Thomas Redmayne and Jane Brown, it was also agreed that the said premises so to be granted as afs<sup>d</sup> should remain charged with the s<sup>d</sup> sum of £2000 for the benefit of the children of the body of the s<sup>d</sup> Jane Brown by the said Thomas Redmayne.

It is witnessed that in pursuance and part performance of the said agreement on the part of the said Thomas Redmayne and in conson of the s<sup>d</sup> intended marriage and of the said sum of £2000 to which the said Jane Brown was so entitled as aforesaid which he the said Thomas Redmayne did thereby acknowledge to have received. The said Thomas Redmayne did grant, limit and appoint to the use of the said Jane Brown and her assigns in case the said intended marriage should take effect and she should survive the said Thomas Redmayne one annual sum or yearly rent charge of £100 to be yearly issuing out of and charged upon:

All the messuages, tenements, lands, grounds, closes, inclosures, dales, pieces and parcels of land, hereditis & premes of him the said Thomas Redmayne situate in the Township of Stainforth aforesaid and to the yearly issuing out of & charged upon the rights, members & appurts to the s<sup>d</sup> hereditis & premes belonging.

To hold & receive the s<sup>d</sup> yearly rent charge of £100 in case of the said intended marriage should take effect from the decease of the s<sup>d</sup> Thos Redmayne unto the s<sup>d</sup> Jane Brown her heirs & assigns during the term of her natural life but not to be in bar of her dower which the s<sup>d</sup> Jane Brown might claim out of any lands or other hereditis of which the said Thomas Redmayne sho<sup>d</sup> during the said intended marriage be seized for any estate of Inhance & to be paid to her & her assigns by two equal half yearly payments on the 24<sup>th</sup> of June & the 25<sup>th</sup> of December in every year without any deduction on account of any taxes, rates or assessments whatsoever charged or assessed on the s<sup>d</sup> hereditis & premises on the s<sup>d</sup> annual sum of £100.

#### Power of Entry of Distress

And it is further witnessed that in pursuance & further performance of the s<sup>d</sup> Agreem<sup>t</sup> on the part of the s<sup>d</sup> Thos Redmayne & for the consons afs<sup>d</sup> & for better securing the paym<sup>t</sup> of the s<sup>d</sup> annual rent charge of £100 & in conson of 10/ by the s<sup>d</sup> Thos Ingleby & Richard Clapham paid to the said Thomas Redmayne the receipt etc the said Thomas Redmayne did grant, bargain, sell & demise:

The said messuages, tenements, lands & hereditis thereby charged as afs<sup>d</sup> and the rights, members & appurts.

To hold the same unto the s<sup>d</sup> Thomas Ingleby and Richard Clapham, their exs, ads & assigns for the term of 100 years to commence if the s<sup>d</sup> intended marriage should take effect from the decease of the s<sup>d</sup> Thos Redmayne without impeachment of waste.

Upon the Trusts & under subject to the provisions thrinaf<sup>t</sup> contained concerning the same viz:

The Trust to permit the person or persons entitled for the time being to the s<sup>d</sup> hereditis & premises in remainder & reversion immediately expectant upon the determination of the said term of 100 years to receive the rents of the same hereditis until the said annual sum of £100 or any part throf should be in arrear & unpaid for the space of 40 days after the same ought to have been paid as aforesaid & that in case the same should be so in arrear then.

Upon Trust that the s<sup>d</sup> Thos Ingleby & Rich<sup>d</sup> Clapham & the survivor of them or the exs, ads or assigns of such survivor should out of the rents of the s<sup>d</sup> hereditis & premes or by demising, leasing, mortgaging or selling the same or any part thereof for ale or any part of the same term or by bringing actions against the tenants or occupiers of the same for the recovery of the rents & profits thereof raise & pay to the s<sup>d</sup> Jane Brown, her exors, ads & assigns all such arrears of the of the said annual sum of £100 as should be so unpaid and all costs & charges which the s<sup>d</sup> Jane Brown, her exs, ads & assigns or the said Thos Ingleby & Rich<sup>d</sup> Clapham or the survivor of them, his exs, ads or assigns should be put unto by reason of the nonpayment thereof And should pay the surplus of the money if any received by the ways & means aforesaid to the person or persons who for the time being should be entitled to the remainder or reversion of the s<sup>d</sup> hereditis immediately

expectant on the determination of the s<sup>d</sup> term of 100 years for his & their own absolute use & benefit.

Proviso that after the decease of the s<sup>d</sup> Jane Brown & paymt to her, her exs, ads & assigns of the s<sup>d</sup> yearly rent charge of £100 & of all arrears & costs relating thereto the s<sup>d</sup> term of 100 years should ( without prejudice to any disposition which should have been made of the premises comprised therein or any of them for the purposes afs<sup>d</sup>) cease & determine.

Covenant by the s<sup>d</sup> Thos Redmayne for himself, his exors, admors & assigns for further assuring the s<sup>d</sup> hereditis & premes at the costs of the s<sup>d</sup> Thos Redmayne, his exors or admors.

And it is further witnessed that in pursuance and further performance of the s<sup>d</sup> agreement on part of the s<sup>d</sup> Thos Redmayne & for the consors afs<sup>d</sup> and also in conson of the further sum of 10/ to him paid by the said Thomas Ingelby & Richard Clapham the said Thomas Redmayne did bargain, sell & demise unto the said Thomas Ingelby & Richard Clapham, their exors, admors & assigns:

All the s<sup>d</sup> messuages, tenements, lands, grounds, hereditis & premises therein & hereinbefore mentioned with the appurts.

To hold the same unto the s<sup>d</sup> Thomas Ingelby & Rich<sup>d</sup> Clapham, their exs, ads & assigns for the term of 500 years to commence from the decease of the s<sup>d</sup> Thos Redmayne and Jane Brown without impeachmt of waste Upon the Trusts & subject to the provision thereinaf<sup>f</sup> concerning the same viz:

Upon Trust that the s<sup>d</sup> Thomas Ingelby and Richard Clapham & the survivor of them & the exs, ads & assigns of such survivor should after the decease of the said Thomas Redmayne & Jane Brown by sale or mortgage of the s<sup>d</sup> hereditis & premises or any part thereof for all or any part of the s<sup>d</sup> term levy & raise the sum of £2000 & pay the same amongst all & every the children & child of the s<sup>d</sup> Jane Brown by the s<sup>d</sup> Thomas Redmayne in equal shares.

Proviso for survivorship of children.

Covenant by the said Thomas Redmayne for himself, his heirs, exors & admors with the s<sup>d</sup> Thomas Ingelby & Richard Clapham, their exs, ads or assigns that he had good right to grant, limit & appoint for the benefit of the s<sup>d</sup> Jane Brown for life as afs<sup>d</sup> the s<sup>d</sup> annual rent charge of £100 & to make the same chargeable upon the afs<sup>d</sup> messuages, hereditis & premes in manner thereinbefore expressed. And also that he had power to charge the same with the payment of the said sum of £2000 in manner thereinbefore mentioned.

Proviso that the receipts of the said Trustees or the survivor of them or exs, ads or assigns of such survivor for any money payable to them by virtue of the now abst<sup>t</sup> Indre should effectually discharge the persons paying the same from seeing to the appointment thereof.

Proviso for appointment of new trustees.

Executed by the s<sup>d</sup> Thos Redmayne, Jane Brown, Thomas Ingelby & Rich<sup>d</sup> Clapham and duly attested.

Registered at Wakefield 12<sup>th</sup> July 1831 in Book LD Page 169 and Number 77.

25 sept 1862        A receipt of this date indorsed on the last abstracted Indre for £2000 which became payable to Jane Sedgwick (the only child of the s<sup>d</sup> Jane Brown by the s<sup>d</sup> Thomas Redmayne) on the death of the s<sup>d</sup> Thomas Redmayne who survived the s<sup>d</sup> Jane Brown & died on the 23<sup>rd</sup> of February 1862 & signed by the s<sup>d</sup> Jane Sedgwick & Leonard W. Sedgwick her husband.

1859 January 18<sup>th</sup>    Indre of this date made between yes<sup>d</sup> Thos Redmayne of the one part and Thomas Birkbeck late of Settle in the parish of Giggleswick afs<sup>d</sup> but then of Tauntfield House near Taunton in the county of Smoerset of the other part.

Reciting that the s<sup>d</sup> Thomas Redmayne was seized or otherwise possessed of or well entitled to for some long term or terms of years the hereditis & premes thereafter particularly mentioned & described and intended to be thereby conveyed or otherwise assured.

And reciting that the s<sup>d</sup> Thomas Redmayne had requested yes<sup>d</sup> Thomas Birkbeck to lend & advance him the sum of £4800 on the security of the s<sup>d</sup> hereditis & premes which the s<sup>d</sup> Thomas Birkbeck had agreed to do.

It was witnessed that in pursuance of the s<sup>d</sup> agreement & in conson of £4800 paid by the s<sup>d</sup> Thomas Birkbeck to the s<sup>d</sup> Thos Redmayne on the execution thereof the Receipt etc. He the s<sup>d</sup> Thomas Redmayne did by the now abstracting Indenture grant, release, convey & assign unto the s<sup>d</sup> Thos Birkbeck, his heirs, exors, admors & ass<sup>s</sup>.

All that capital messuage or mansion House situate at Taitlands afs<sup>d</sup> with the outbuildings, pleasure grounds, plantations, gardens, crofts & appurts to the same belonging & also

All those several messuages, closes or parcels of land & hereditis situate in the parish of Giggleswick afs<sup>d</sup> respily known by the several names or descriptions and containing the respective quantities & then in the respective occupations of the several persons mentioned in the Schedule thrunder written or thererunto annexed were the same several quantities or any of them more or less or howsoever otherwise the s<sup>d</sup> premes or any of them were or was or theretofore had been called known, tenanted & described.

And all other the estate, lands, tenements, hereditis & premes if any of him the s<sup>d</sup> Thos Redmayne situate within the parish of Giggleswick afs<sup>d</sup>.

Together with the appurts

And the reversion etc

And all the estate etc

To hold all or so much & such part or parts of the same with their appurts as was or were or might appear to be of freehold tenure.

Unto & to the use of the s<sup>d</sup> Thomas Birkbeck, his heirs & ass<sup>s</sup> for ever.

And to hold all or so much and such part or parts of the same as was or were or might appear to be of Leasehold tenure or held for terms of years.

Unto the s<sup>d</sup> Thos Birkbeck, his exors, admors & ass<sup>s</sup> for all such term or terms of years as were then to come & unexpired therein &

for all other the estate term & interest of the s<sup>d</sup> Thos Redmayne therein & thereto.

Subject nevertheless as to all the s<sup>d</sup> heredit & premes to the proviso for redemption & the powers, provisos & declarations thereafter contained. Proviso for redemption & reconveyance of the premises on payment by the said Thomas Redmayne, his heirs, exors, admors or assigns of the s<sup>d</sup> sum of £4800 & interest at £5 for every £100 by the year on the 18<sup>th</sup> of July then next ensuing.

Powers of sale in case of default –

Proviso that the s<sup>d</sup> Thomas Birkbeck, his heirs, exors, admors & ass<sup>s</sup> should notwithstanding the power of sale thereinbefore contained and concurrently therewith have all the rights & remedies by foreclosure or otherwise of a mortgagee in ordinary cases.

Covenants by the s<sup>d</sup> Thomas Redmayne

To pay principal & interest according to above proviso.

That he had good right to convey & assure.

For quiet enjoyment.

Free from incumbrances.

And for further assurances.

Covenants by the s<sup>d</sup> Thomas Birkbeck

For quiet enjoyment until default.

That he would not exercise the power of sale without giving six months previous notice (provided that no purchaser under the power of sale should be affected or prejudiced thereby).

That if the s<sup>d</sup> Thomas Redmayne so long as the principal sum is allowed to remain on that security should pay interest thereon at £4 per centum on the 18<sup>th</sup> of July & 18<sup>th</sup> January in every year or within one calendar month therefrom then but not otherwise the s<sup>d</sup> Thomas Birkbeck would accept such interest in lieu & full satisfaction of the same sum at £5 per cent for the year & give receipts accordingly.

Declaration that in case interest was in arrear for one calendar month from time of payment & the s<sup>d</sup> Thos Birkbeck excepted interest at £4 per cent it should not waive his right to claim interest at £5 per cent in case of any arrears thereafter.

Declaration not to call in mortgage for five years upon certain conditions (Term expired).

The Schedule referred to in the now abstracting Indenture

	<u>In the Township of Stainforth</u>	
Thomas Redmayne	Cottage & garden	0 0 17
	Plantation	1 2 6
	Do	2 0 2
	Do	0 1 18
	Mill Close	3 2 12

	Husband Meadow	2 1 35
	Bank & Husband Pasture	2 1 14
	Ridding measure & Plantation	2 1 31
	House, gardens, Road & coachhouse	1 2 1
	Taitlands & Plantation	1 0 24
		-----
		17 2 0
Mammraduke Armistead	Croft	0 1 29
	House etc	24
		-----
		2 13
Thomas Parker	Brow Meadow	3 18
Elizabeth Foster	Barn & Butcher's Shop	5
		-----
Richard Armistead	Barn & High Goose Scar	14 3 13
	Low Goose Scar	2 2 8
	Great Tongue	14 3 12
	Tongue	22 3 34
	Do	1 0 23
	Long Tongue	3 2 38
	Brow Meadow	6 2 15
	Barn & Intack	4 0 29
	Garthnook	3 1 34
	Hazlegs	8 3 11
	Bull Copy	1 1 7
	Wood	1 0 2
	Do	1 1 6
	Barn & Billinger Meadow	5 0 25
	Middle Billinger	3 2 31
	High Billinger	2 3 5
	Sannot	11 1 2
	Cote Close	9 2 28
	Stangs	9 0 2
	Thackwood	2 1 35
	Plantation	17
	Acre	7 3 11
	Plantation	32
	Garden	9
	Bottom Lands	1 3 13
	Barn & Fold	15
	Barn Croft	1 7
	Crow Croft	33
	Garden	16
	House, Barn, garden & Fold	1 12
	Croft	<u>2 1</u>
		142 1 3



And he bequeathed to his s<sup>d</sup> daughter Jane the legacy or sum of £1000 sterling to be paid at the end of twelve calendar months next after his decease & to bear interest from the day of his death until payment thereof at the rate of £4 per cent per ann.

And he bequeathed to the s<sup>d</sup> H Redmayne, Joseph Stubbs & John M Redmayne the sum of £10,000 sterling which sum was to bear interest at the rate of £4 per cent per ann from the day of his death until the investment thereof thereafter directed & was to be held upon & for the trusts & purposes therein mentioned for the benefit of his daughter Mary Redmayne.

And testator devised all the real & leasehold estates of or to which he should at his decease be seised, possessed or entitled or over which he should at that time have any disposing power (except estates vested in him as trustee or mortgagee) to the s<sup>d</sup> Henry Redmayne, Jos Stubbs & John M Redmayne, their heirs, exors, admors & ass<sup>s</sup> respily.

Upon trust by selling or mortgaging the same or a competent(*sic*) part or parts thereof to raise in aid of his personal estate as much money as should be requisite to satisfy his funeral & testamentary expenses & debts & the several pecuniary legacies therein before bequeathed together with the expenses of executing this trust & to mapply the money to be so raised accordingly & subject thereto.

In trust for his s<sup>d</sup> son, his heirs & ass<sup>s</sup> absolutely.

And the s<sup>d</sup> testator declared that any sale of his s<sup>d</sup> real & leasehold estates might be effected by his trustees either by public auction or private contract with power to his trustees to make any special or other conditions of sale as to the title or evidence of title or otherwise & with power to buy in the premises at any sale by auction or to rescind any contract either on terms or gratuitously & to resell the premises without being answerable for any consequent loss, and that the receipts of his trustees to purchasers, mortgagees & others for moneys paid to his trustees be sufficient discharges from the same & from all liability to see to the application thereof & that no purchaser or mortgagee should be obliged to ascertain the occurrence or existence of any event or purpose in or for which a sale or mortgage was therein before authorized to be made, nor to enquire into or take notice of any matter connected with the propriety or regularity of any sale or mortgage.

Testator declared that the expression “my Trustees” used by him in his s<sup>d</sup> will should be construed as comprising & referring to the trustees or trustee for the time being of his s<sup>d</sup> will.

Executed by the s<sup>d</sup> testator in the presence of & attested by 2 witnesses.

The s<sup>d</sup> Thos Redmayne died 23<sup>rd</sup> Feb<sup>y</sup> 1862 & his s<sup>d</sup> Will was proved by the s<sup>d</sup> Joseph Stubbs & J M Redmayne in the Wakefield District Registry of the Court of Probate 26<sup>th</sup> march 1862 (power being reserved of making a grant to Henry Redmayne the other Exor on his lawful application).

Registered at Wakefield 2<sup>nd</sup> May 1862 in Book HB page 395 & No.504.

Enrolled at the Manor Court of Lawkland with Feizor 12<sup>th</sup> June 1862.

Enrolled at the Manor Court of Austwick 13<sup>th</sup> June 1862.

Proved by the s<sup>d</sup> Henry Redmayne 18<sup>th</sup> November 1862.

31 December 1862 By Indre of this date made Betw<sup>n</sup> George Hartley of Settle in the County of York Gent<sup>n</sup> and William Hartley of the same place Gent<sup>n</sup> of the 1<sup>st</sup> part, Leon<sup>d</sup> Will<sup>m</sup> Sedgwick of Manchester Square in the County of Middx M.D. and Jane his wife of the 2<sup>nd</sup> part, Henry Redmayne of Taitlands near Settle afores<sup>d</sup> Gent<sup>n</sup> of the 3<sup>rd</sup> part, & the s<sup>d</sup> H<sup>y</sup> Redmayne, Joseph Stubbs of Langthorpe near Boroughbridge in the s<sup>d</sup> County wine & spirit merch<sup>t</sup> & John Marriner Redmayne of Tynemouth in the County of Northumberland manufacturer of the 4<sup>th</sup> part.

After reciting the herein bef. abstr<sup>t</sup> Indre of the 16<sup>th</sup> April 1831.

And reciting that the s<sup>d</sup> Jane Redmayne died on or ab<sup>t</sup> the month of Dec<sup>r</sup> 1836 having had issue child & no more, viz the s<sup>d</sup> Jane Sedgwick who on or about the 14<sup>th</sup> Jany 1858 married the said Leon<sup>d</sup> Wm Sedgwick but no settlement or agreement for a settlement whatso<sup>r</sup> had been made or entered before, upon or since the marriage of the said Leonard Wm Sedgwick & Jane Sedgwick.

And also reciting that the s<sup>d</sup> Thos Ingelby died on or about the month of Dec<sup>r</sup> 1846.

And also reciting that the s<sup>d</sup> Rich<sup>d</sup> Clapham duly made & executed his last Will & Testament in writing on or about 23<sup>rd</sup> Feby 1856 and thereby after appointing his son Thos Rich<sup>d</sup> Clapham and the s<sup>d</sup> George Hartley & Wm Hartley exors thereof gave & devised all real & personal Estate that might be vested in him at his decease as a Trustee or Mortgagee unto the said George Hartley and Wm Hartley, their heirs & assigns in case his said son should not be of the age of 21 years at his (the said Testators) death but in case he sh<sup>d</sup> be of that age the said Testator gave & devised the same to him, his heirs, exors, admors & assigns according to the nature of the premises and subject to the equities affecting the same.

And also reciting that the said Richard Clapham died on or about 20<sup>th</sup> oct 1856 without having revoked or altered his said Will & the same was proved in the Prerogative Court of the Archbishop of York on or about 14<sup>th</sup>. April 1857 & in the Prerogative Court of the Archb<sup>p</sup> of Canterbury on or about 8<sup>th</sup>. June 1857 by the s<sup>d</sup> George Hartley & Wm Hartley alone, power being reserved to the said Thomas Richard Clapham to prove the same but which he had never done.

And also reciting that the said Thomas Richard Clapham was under the age of 21 years at the death of the said Richard Clapham.

And also reciting the hereinbefore abstracted Will of the s<sup>d</sup> Thomas Redmayne.

And also reciting that the s<sup>d</sup> Thomas Redmayne died on or about 23<sup>rd</sup>. Feby 1862 without having revoked & altered his said Will & the same was on or about 26<sup>th</sup>. March 1862 proved by the s<sup>d</sup> Joseph Stubbs and John Marriner Redmayne in the District Registry at Wakefield attached to Her Majesty's Court of Probate

power of making a grant of Probate to the s<sup>d</sup> Henry Redmayne when of age being reserved.

And also reciting that that the s<sup>d</sup> Joseph Stubbs and John Marriner Redmayne were desirous of paying the said sum of £2000 secured by the s<sup>d</sup> Term of 500 years limited by the hereinbefore abstracted Indre of Settlement of the 11th April 1831 as aforesaid unto the s<sup>d</sup> Leonard Wm Sedgwick & Jane his wife upon having such surrender of the s<sup>d</sup> term of 500 years as thereinaff contained.

It is witnessed that in conson of £2000 Leonard Wm Sedgwick & Jane his wife paid by the s<sup>d</sup> Joseph Stubbs & John Marriner Redmayne the receipt etc. They the said George Hartley & Wm Hartley with the privity and approbation as well of the s<sup>d</sup> Leonard Wm Sedgwick & Jane his wife as of the s<sup>d</sup> Henry Redmayne & to the intent that the s<sup>d</sup> term of 500 years might merge in the reversion of the hereditis comprised therein, surrendered unto the s<sup>d</sup> Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns.

All & singular the s<sup>d</sup> messuages, tenements, lands, grounds, hereditis & premises together with their rights, members & appurtenancies mentioned in the hereinbefore abstracted Indenture of the 16<sup>th</sup> April 1831.

And all the estate etc

To hold the same unto the s<sup>d</sup> Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns, freed & discharged from all monies due or owing under or intended to be secured by the limitation of the s<sup>d</sup> term of 500 years & from all claims & demands in respect thereof & to the intent that the s<sup>d</sup> term of 500 years might merge in the reversion of the hereditis comprised therein.

And it is further witnessed that the parties thereto of the 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> parts did declare that as far as the s<sup>d</sup> term of 500 years might not be effectually surrendered or merged by the now abstracting Indenture, the same should become attendant on the inheritance.

Covenant by each of them the said George Hartley & William Hartley for himself, his heirs, exors & admors with the s<sup>d</sup> Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns that he had not incumbered.

Executed by the s<sup>d</sup> George Hartley, Wm Hartley, Leonard Wm Sedgwick, Jane Sedgwick, Henry Redmayne, Joseph Stubbs & John Marriner Redmayne & duly attested.

Receipt for £2000 indorsed, signed by the s<sup>d</sup> Leonard Wm Sedgwick & Jane his wife & witnessed.

Registered at Wakefield 28<sup>th</sup> Dec<sup>r</sup> 1863 in Book XR page 44 & No.515.

7<sup>th</sup> Dec<sup>r</sup> 1866 By Indenture of this date made between the said Henry Redmayne of the one part and the said Joseph Stubbs and John Marriner Redmayne of the other part.

Reciting fully the last abstracted Will of the s<sup>d</sup> Thomas Redmayne.

And reciting that the said Joseph Stubbs & John M Redmayne had put the said Henry Redmayne into actual posson of the residence of the s<sup>d</sup> testators real & leasehold estates.

And also reciting that the said Joseph Stubbs & John M Redmayne had rendered to the s<sup>d</sup> Henry Redmayne an account of the real and personal estate of the said

testator and of the disposition and application of the same and the proceeds thereof and of the income thereof resply up to the date of the said Henry Redmayne proving the s<sup>d</sup> testors Will and also an account thereof resply since that period and the said several accounts had been fully and thoroughly inspected and examined by the said Henry Redmayne and he was satisfied therewith as he did thereby acknowledge. And all sum & sums of money due or owing to the s<sup>d</sup> Henry Redmayne or to which he was entitled in resp<sup>l</sup> of the s<sup>d</sup> accounts or of the s<sup>d</sup> Will of the s<sup>d</sup> testor or of any moneys which had come to the hands of the s<sup>d</sup> Joseph Stubbs & John M Redmayne or either of them or to the hands of the said Henry Redmayne, Joseph Stubbs & John M Redmayne any or either of them under or by virtue of the s<sup>d</sup> Will or orwise in relation thereto had been duly p<sup>d</sup> over to or rec<sup>d</sup> by the s<sup>d</sup> Henry Redmayne as he did hereby acknowledge. And also reciting that for the greater satisfaction of the s<sup>d</sup> Joseph Stubbs & John Marriner Redmayne, the s<sup>d</sup> Henry Redmayne had agreed to execute to them such a release as was thrinaf<sup>t</sup> contained.

It is witnessed that in pursuance of the s<sup>d</sup> agreem<sup>t</sup> and in conson of the premises, the said Henry Redmayne did thereby release, exonerate & for ever discharge the said Josp<sup>h</sup> Stubbs & John M Redmayne and each of them & the heirs, exors & admors, estates and effects of them and each of them and from all actions, suits, accounts, reckonings, charges, claims & demands whatsoever for or in respect or on account of the real or personal estate of the said Testor or the income thereof, or any part of parts thereof, or any matter, act, deed or thing whatsoever done or omitted to be done by the s<sup>d</sup> Joseph Stubbs & John M Redmayne or either of them in or about the execution of the s<sup>d</sup> Will or the trusts thereof or in any wise relating to the premises.

Executed by the s<sup>d</sup> Henry Redmayne and attested.

18<sup>th</sup> July 1868      Letters of Administration of the Effects of Henry Redmayne deceased (who died intestate 13<sup>th</sup> march 1868).

Granted by the District Registry at Wakefield of the Court of Probate to Jane wife of Leon<sup>d</sup> W Sedgwick & Mary wife of James Sedgwick.

## Document 105

1868 Supplemental Abstract of Title to property at Stainforth Langcliffe and Settle alte belonging to Mr Henry Redmayne deceased.

20<sup>th</sup> October 1868

Hirst & Capes, Knaresborough

Indenture of reconveyance made between George Stansfield of Burnley in the County of Lancaster Banker but now of Settle in the County of York Esq. & William Wakefield of Birklands in the County of Westmoreland (*sic*) Banker of the 1<sup>st</sup>.part, Joseph Stubbs of Boroughbridge in the County of York wine merchant & John Marriner Redmayne of Tynemouth in the County of Northumberland manufacturer of the 2<sup>d</sup> part, Leonard Wm Sedgwick of No.2 Gloucester Terrace Hyde park in the County of Middlesex Doctor of Medicine of the 3<sup>rd</sup> part, Jane Sedgwick of the same place wife of the said Leonard Wm Sedgwick of the 4<sup>th</sup> part, James Sedgwick of Boroughbridge aforesaid surgeon of the 5<sup>th</sup> part, Mary Sedgwick of the same place wife of the said James Sedgwick of the 6<sup>th</sup> part, & Henry Hawkesley Capes of Knaresbro in the sd County of York gentleman of the 7<sup>th</sup> part.

Reciting the before Abstracted Indentre of the 18<sup>th</sup> day of Janry 1859. And reciting the before abstracted will of the sd Thomas Redmayne of the 20<sup>th</sup> Februry 1862 & his death and proof of his will. And reciting that the sd Thos Birkbeck made & duly executed his last will and testament in writing bearing date the 28<sup>th</sup> Augt 1858 whereby he appointed his brother in law the sd George Stansfield & his nephew the sd Wm Wakefield their heirs, exors, admors & assigns Upon the trusts and subject to the equities affecting the same All such real and personal estate as might be vested in him the said testator at his decease upon any trust or by way of mortgage.

And reciting that the sd Thomas Birkbeck made & duly executed a codicil to his sd will which codicil bears date the 11<sup>th</sup> Oct 1861 but the same did not affect the disposition of his trust & mortgage estates contained in his sd will.

And reciting that the sd testator Thos Birkbeck departed this life on or about the 26<sup>th</sup> Februry 1863 & that his sd will & codicil were duly proved in the Wakefield District Registry of Her Majesty's Court of Probate on the 22<sup>nd</sup> may 1863 by the sd exors therein named.

And reciting that the sd Henry Redmayne died on or about the 13<sup>th</sup> March 1868 a bachelor without parent & intestate leaving the sd Mary Sedgwick his only sister of the whole blood & heiress at law & the sd Jane Sedgwick his only sister of the half blood him surviving.

And reciting the before abstracted letters of administration of the 18<sup>th</sup> July 1868.

And reciting that there was then owing the sd George Stansfield & Wm Wakefield as such trustees & exors of the said Thos Birkbeck deceased as aforesaid upon or by virtue of the sd thereinbefore recited Indre of mortgage the sum of £4800 only, all interest in respect of the same having been fully paid & satisfied as the sd George Stansfield & Wm Wakefield did thereby respectively declare & acknowledge.

And reciting that the sd Mary Sedgwick as heiress at law of the sd Henry Redmayne deceased was seized of or entitled to all or so much & such part or parts of the said heridits & premises thereby granted, released & conveyed with their appurts as was or were or might appear to be of freehold tenure subject to the sd thereinbefore recited Indre of mortgage.

And reciting that the said Jane Sedgwick & Mary Sedgwick as such sisters of the sd Henry Redmayne deceased aforesaid were entitled in equal shares to all or so much & such part or parts of the sd heridits & premises thereby assigned as was or were or might appear to be of leasehold tenure or held for terms of years subject to the sd thereinbefore recited Indre of mortgage.

And reciting that the sd Leonard Wm Sedgwick & Jane his wife & James Sedgwick & Mary his wife were desirous of paying off the sd sum of £4800 so owing upon the security of the sd recited Indre as aforesaid & of having the heridits comprised in & assured by the sd recited Indre conveyed & assigned or otherwise assured for the use or benefit of the sd Jane Sedgwick & Mary Sedgwick respectively in manner hereinafter mentioned.

It is by the now abstracting Indre witnessed that in consideration of £4800 to the sd George Stansfield & Wm Wakefield paid by the sd Leonard Wm Sedgwick & Jane his wife & James Sedgwick & Mary his wife in full satisfaction of all principal moneys & interest secured by the sd thereinbefore recited Indre the receipt etc. And in consideration of 10/- sterling to each of them the sd George Stansfield, Wm Wakefield, Joseph Stubbs, John M Redmayne, Leonard W Sedgwick & James Sedgwick pd by the sd Jane Sedgwick & Mary Sedgwick the receipt etc. And in conson of the sum of 10/- to each of them the said George Stansfield, Wm Wakefield, Joseph Stubbs, J.M.Redmayne, L.W.Sedgwick, Jane Sedgwick, Jas. Sedgwick & Mary Sedgwick paid by the sd H.Hawkesley Capes the receipt etc.

The sd George Stansfield & Wm Wakefield with the privity consent & approbation of the sd Joseph Stubbs, J.M.Redmayne, Leonard W. Sedgwick, Jane Sedgwick, Jame Sedgwick & Mary Sedgwick testified as therein mentioned & according to their several and respective estates & interests in the premises but not further or otherwise.

Did thereby grant, release, convey & assign And the sd Joseph Stubbs, John M.Redmayne, Jane Sedgwick & Mary Sedgwick with the privity, consent & approbation of the sd Leonard W.Sedgwick & Jas Sedgwick testified as aforesaid & according to their several & respective estates & interests in the premises but not further or otherwise.

Did thereby grant, release, convey, assign & confirm And the sd Leonard W.Sedgwick & Jas Sedgwick according to their several & respective estates & interests in the premises.

Did thereby grant, release, convey, assign & confirm unto the sd Hy Hawkesley Capes, his heirs exors, admors & assigns All & singular the Mansion House, messuage, tenements, closes or parcels of land, heridits & premises comprised in & assured by the sd thereinbefore recited Indre of the 18<sup>th</sup> Janry 1859 or expressed so to be And all the estate etc To hold all or so much & such part or parts of the sd heridits & premises thereby granted, released & conveyed with their appurts as was or were or might appear to be of freehold tenure unto the sd Henry H

Capes his heirs & assigns To the use of the sd Mary Sedgwick, her heirs & assigns forever Freed & absolutely discharged from all principal moneys & interest secured or intended to be secured by the sd thereinbefore recited Indre & all claims & demands on account thereof respectively or any part thereof respectively or in anywise relating thereto.

And to hold all or so much & such part or parts of the sd heridits & premises thereby assured as was or were or might appear to be of Leasehold Tenure or held for term of years unto the sd Henry Hawkesley Capes, his exors, admors & assigns for all such term or terms of years as were then to come & unexpired therein & for all other the term & interest of the sd Geo Stansfield, Wm Wakefield, Jos Stubbs, J.M.Redmayne, L.W.Sedgwick, Jane Sedgwick, James Sedgwick & Mary Sedgwick & each & every of them therein & thereto.

In trust nevertheless for the sd Jane Sedgwick & Mary Sedgwick & their respive exors, admors & ass<sup>s</sup> in equal shares as tenants in common but freed & absolutely discharged from all principles, moneys and interest secured or intended to be secured by the sd thereinbefore recited Indre and all claims & demands on account thereof respectively or any part thereof respectively or in anywise relating thereto.

Covenant by each of the sd Geo. Stansfield & Wm Wakefield with the sd H.H.Capes, L.W.Sedgwick, Jane Sedgwick, James Sedgwick & Mary Sedgwick that they respectively had done no act to incumber.

Executed by George Stansfield, William Wakefield, Jack Stubbs, John Marriner Redmayne, Leon<sup>d</sup> Wm Sedgwick, Jane Sedgwick, James Sedgwick, Mary Sedgwick, H.H.Capes & attested.

Receipt for £4800 signed by George Stansfield & Wm Wakefield and witnessed.

Acknowledged before Commissioners by the sd Jane Sedgwick & Mary Sedgwick.

Registered at Wakefield 7<sup>th</sup>. November 1868 in book 614, Page 378, No.892.

## Document 106

1868 Sedgwicks to Brown (Lots 18 & 19)

### Requisitions in Title

Wm Hartley  
Settle

1. The £250 Legacy given by the Will of 20<sup>th</sup> April 1799 seems to have been the only provision for Ellen and Testator's after born children. Giles seems to have been the only after born Child and he must have died soon after his birth. Is this so?  
No doubt
2. Does the certificate of 25<sup>th</sup> April 1800 refer to the burial of Giles the Child of whom Testator's wife was pregnant as mentioned in the Will?  
No doubt
3. Do the Letters of Administration of 28<sup>th</sup> May 1825 state that Richard died without a Will, and a Bachelor?  
Yes
4. Was not the £2000 referred to in the receipt of 25<sup>th</sup> Sept 1862 Settled on Jane Redmayne's marriage?  
See abstract as to Declaration by Mr Thos Redmayne dated 18 Jany 1859
5. Jane the Wife of Thomas Redmayne died in 1836. Where was she buried? Where was Thomas Ingleby buried? The Indenture of 16<sup>th</sup> April 1831 and 31<sup>st</sup> December 1862 (Abstracts of which are furnished in respect of other Lots) will affect Lot 19 – Abstracting of them to be sent.  
We think not
6. Is "Stones pasture 41 ac 0r 15p" in the Schedule of the Mortgage Deed of 18<sup>th</sup> January 1859 Lot 18?  
Abstracts of these Deeds have been forwarded
7. The premises comprised in this Lot, it appears, are vested in the representatives of the late Thomas Birkbeck under the above mentioned Mortgage deed of 18<sup>th</sup> Jany 1859 for securing £4800 and Interest Abstract of his Will to be furnished.  
Yes
8. By the Will of Thomas Redmayne the premises are subject in aid of testator's other personal estate to the payment of the  
A reconveyance will be executed before completion

legacies of £1000 and £10,000 thereby given to his Daughter Jane and to Trustees for his Daughter Mary and the Children. Evidence must be given of the payment of these legacies.

Yes

9. Has any settlement been made of Jane Sedgwick's £1000?

We think not

10. Under this Will also but subject to the above Mortgage the premises comprised in these Lots appear to be vested in the two surviving Trustees (Messrs Joseph Stubbs and J.Marriner Redmayne). In Trust by reason of Henry Redmayne's intestacy for his two sisters Jane and Mary Sedgwick as his only next of kin.

This shall be done

11. Evidence must be given that these two ladies are his only sisters and next of kin.

12. Was any Settlement executed on Thomas Redmayne's first and third Marriage?

13. Is the late Henry Redmayne's Mother living? If so, she may be entitled as one of the next of kin.

She is dead

14. Evidence must be given of payment of Succession Duty Payable both on the death of Thomas Redmayne and on the Death of Henry.

The Succession Duty Accounts shall be produced

15. As there is none other than a very general description of the premises (with the exception of Lot 18 in the mortgage deed of 1859), a declaration must be furnished in proof of the enjoyment of the property in conformity with the title for at least 20 years and also for such further period of time back as living testimony can be obtained to show.

The vendors will further a Statutory Declaration to be made by some competent person that Mr Thomas Redmayne was in the uninterrupted enjoyment of the property for upwards of ..... years prior and up to his death.

16. What interest has the tenant in the premises? Has notice to quit been

We suppose it is an Ordinary Conveyance ending Ladyday or Mayday and we will give notice to quit accordingly.

17. To whom will the purchase be money be paid?

The Vendors

18. Does the Rentcharge of £7 10 0 mentioned in the particulars of Lot 9 affect these Lots affect these Lots and how is the Purchaser to be protected against the same?

No

19. Which of the Title Deeds will be delivered to the Purchaser and which retained or delivered to another purchaser and who will covenant for the production of all such Deeds.

Mr Brown will have no deeds delivered to him Mr Armitstead will covenant for the production of of the Deeds of the  
16 April 1831  
31 Dec<sup>r</sup> 1862  
26 Jany 1818  
18 Jany 1859  
Aug 1868

20. Are there any Judgements, Crown Debts, lites, pendentes, Annuities, Settlements or other Incumbrances affecting these Lots not disclosed by the Abstract?

None that we are Aware of

I reserve the right of making any further requisitions.

(Signed) Wm Hartley  
Purchaser's Solicitor  
Settle, 13<sup>th</sup> July 1868

Hirst & Capes  
Knaresborough  
15 Aug 1868

Further Requisitions sent 17<sup>th</sup> Sept 68

1. The Reconveyance from the Mortgages ??? completed and registered.
2. The Statutory Declaration to be furnished.
3. Evidence that Jane and Mary Sedgwick are the only next of kin to be given.
4. Copies of Succession Accounts to be furnished.

## Document 107

Inland Revenue. Succession Duty on Real Property

An Account of the SUCCESSION IN REAL PROPERTY of Mary Sedgwick the wife of James Sedgwick of Boroughbridge in the County of York Surgeon upon the death of Henry Redmayne who died on the 13<sup>th</sup> day of March 1868, derived from the said Henry Redmayne the Predecessor under the Intestacy of the said Henry Redmayne delivered by the said Mary Sedgwick the Successor.

### DESCRIPTION OF PROPERTY

A close of freehold land situate in the Township of Settle in the County of York called Little Bank containing by estimation 51a 1r 3p and in the occupation of Mr Benjamin Heseltine at the annual rent of ... Saleable Value (£)765 Annual Value (£)25 10

A Dwellinghouse called Hobs Gate with Barn on (illegible)

Garden and Paddock containing by estimation one rood and 17 perches and the close called Calf Croft containing 1 rood and 4 perches and the close called Home Croft 1a 1r 0p with 8 Sheep Gaits in Oxenber Wood respectively situate at Austwick in the parish of Clapham in the County of York of Customary hold tenure in the occupation of Mr Matthew Jackson at the Annual rent of ... Saleable value (£)420 Annual Value (£)14

A Dwellinghouse with two Gardens and a close called Town Croft Pasture containing together 1a 2r 25p situate at Austwick aforesaid of Customary hold tenure in the occupation of Mr Christopher Ingleby at the annual rent of ... Saleable Value (£)360 Annual value (£)12

All those several closes of land following namely Forelands 7a 3r 38p Crabtree Close 3a 1r 3p Island and Beck 1 rood and 16 perches Little Briggs 4a 1r 24p Plantation and half of Beck 23 perches respectively situate at Austwick aforesaid of freehold and customary hold tenure in the occupation of Richard Duckett at the annual rent of ...  
Saleable Value (£)945 Annual Value (£)31. 10. 0

Several closes of land situate at Austwick aforesaid of customary hold tenure called by the several names and containing the respective quantities following, viz Dog Kennel 4a 2r 36p Plantation 23 perches Filed House pasture 23a 1r 32p Site of Barn 8 perches Naylor Garth 1 a 1r 12p Tranberry 3a 2r 27p Graysonber Long Meadow 3. 2. 6 Site of Barn 18 perches Graysonber Copy 2a 1r 3p Far Meadow 2. 3. 0 together 42a 1r 5p in the occupation of Mr John Ingleby at the annual rent of Saleable Value (£)2850 Annual Value (£)95

An Undivided Moiety of the Mansion or dwellinghouse called "Taitlands" with the Gardens pleasure grounds and outbuildings garth and plantation containing together 2a 2r 25p and ther several closes or parcels of ground called by the several names and containing by estimation the several quantities following namely Plantation 1 rood and 18 perches Mill Close 3a 2r 12p



Saleable Value (£)476. 5. 0    Annual Value (£)15. 17. 6

Total                    £10181. 10. 0                    £339. 11. 0

The principal sum of £2200 due on Mortgage of the Austwick Estate, to Mrs Mary Stubbs by Deed dated 4<sup>th</sup>. July 1866.                    Capital (£)2200                    Annual Payments (£)88

The principal sum of £800 due on Mortgage of the Austwick Estate to Mrs Jane Stubbs vy Deed dated 31<sup>st</sup>. July 1867                    Capital (£)800                    Annual Payments (£)32

Repairs and Insurance                    Annual Payments (£)10

A Moiety of the principal sum of £4800 due on Mortgage of the Stainforth Estate to Mr Thomas Birkbeck by Deed dated 18<sup>th</sup>. of January 1859                    Capital (£)2400                    Annual Payments (£)96

A Moiety of Repairs & Insurance                    Annual Payments (£)10

Total    £5400                    £236

Total Gross Annual Value                    £339. 11. 0

Total Annual Value of Deductions                    £236

Net Annual Value                    £103. 11. 0

I declare that this is a just and true Account of all the Succession in Real and Leasehold Property of Mrs Mary Sedgwick upon the death of the before-named Henry Redmayne and that the said Mary Sedgwick was born on the 24 day of March 1843 and am a sister of the half blood of the said Henry Redmayne the Predecessor from whom the said Property is derived.

Dated this tenth day of December 1868

(Signed) Mary Sedgwick

#### Assessment

The value of an Annuity of £103. 11. 0 for a Life aged 24 is £1760. 18. 10 and the Duty on this Sum at the rate of 3 per Cent. Is assessed at £52. 16. 6

By the Commissioners (Signed) Geo Dennely

Disct. £4. 4. 0

#### Receipt for Duty

RECEIVED the Eighth day of January 1869, the Sum of Forty Eight pounds twelve shillings and six pence being the Duty above-mentioned.

£48. 12. 6

Registered. (Signed) Geo Dennely Comptrolled. (signed) C.Blenkhorn

## Document 108

### INLAND REVENUE

SUCCESSION DUTY ON REAL PROPERTY, which includes all Freehold, Copyhold, Customary, Leasehold, and other Hereditaments, whether corporeal or incorporeal.

An Account of the SUCCESSION IN REAL PROPERTY of Jane Sedgwick the wife of Leonard William Sedgwick of No.2 Gloucester Terrace, Hyde Park in the County of Middlesex Doctor of Medicine upon the death of Henry Redmayne who died on the 13<sup>th</sup>. day of March 1868, derived from the said Henry Redmayne the Predecessor under the Intestacy of the said Henry Redmayne.

Delivered by the said Jane Sedgwick the Successor.

### DESCRIPTION OF PROPERTY

An undivided Moiety of the Mansion or dwellinghouse called "Taitlands" with Gardens pleasure grounds outbuildings garth and plantation containing together 2a 2r 25p and the several closes or parcels of land called by the several names and containing by estimation the several quantities following namely Plantation one rood and 18 perches Mill Close 3a 2r 12p Husband meadow 2a 1r 33p Husband Pasture with Barn and outbuildings 2a 1r 14p and Ridding Close and plantation 2a 1r 13p. The above described premises containing in the whole 13a 3r 15p are of leasehold tenure for long term of years and in the occupation of the Successor and her half sister Mrs Mary Sedgwick are situate at Stainforth in the parish of Giggleswick in the County of York and assessed to the property tax at £104.

Saleable Value (£)1560      Annual Value (£)52

An undivided Moiety of a Blacksmith's Shop and Croft situate at Stainforth aforesaid of leasehold tenure for long term of years in the respective occupations of William Lee and Anthony Sharp at the annual rent of £3. 12. 0

Saleable Value (£)54      Annual value (£)1. 16. 0

An undivided Moiety of a Barn and Butcher's Shop Garden and a Close of Meadow land situate at Stainforth aforesaid containing together 3 roods and 32 perches or thereabouts of leasehold tenure for long term of years in the occupation of Mr Christopher Greenbank at the annual rent of £5/5

Saleable Value (£)78. 15. 0      Annual Value (£)2. 12. 6

An undivided Moiety of a dwellinghouse called Stockhill House and outbuildings with the garden and Crofts or pieces of Ground thereto belonging situate at Stainforth aforesaid containing in the whole 3 roods and 22 perches of leasehold tenure for long term of years in the occupation of Mr Marmaduke Armitstead at the annual rent of £16.

Saleable Value (£)240      Annual Value (£)8

An undivided Moiety of a Dwellinghouse with the Outbuildings and Croft adjoining containing by estimation 3 roods and 13 perches and 8½ Beast Gaits on Great Moor Head and the several

closes or parcels of ground following namely Brow Meadow 6a 2r 15p Garth Nook 3a 1r 34p Hazleys Pasture 8a 3r 11p Barn and Intack 4a 0r 29p High Goose Scar Close and Barn 14a 3r 13p Low Goose Scar Close 2a 2r 8p Plantation 1a 2r 6p Plantation 2a 0r 2p Great Tongue 13a 0r 6p Other part of ditto 1a 3r 6p Catterick 22a 3r 34p Tongue 1a 0r 33p Long Tongue 3a 2r 38p Bull Coyp 1a 1r 7p Wood 1a 0r 2p Wood 1a 1r 6p Billinger Meadow and Barn 5a 0r 25p Middle Billinger 3a 2r 21p High Billinger 2a 3r 5p Sannot 11a 1r 2p Cote Close 9a 2r 28p Stangs Close 9a 0r 2p Stangs Close 6a 2r 24p Bottom Lands 1a 3r 13p Near Barn and Fold 15 perches Near Barn Croft 1 rood and 7 perches Plantation 32 perches Acre Close 7a 3r 11p Plantation 32 perches and Thackwood Close 2a 1r 35p. Which said dwellinghouse closes and premises contain altogether by estimation 152a 0r 30p are situate at Stainforth aforesaid and of leasehold tenure for long term of years and now in the occupation of Mr Benjamin Heseltine at the annual rent of £157. 15. 0

Saleable Value (£)2366. 5. 0 Annual Value (£)78. 17. 6

An undivided Moiety of a Barn and Yard situate at Settle in the County of York of leasehold tenure for long term of years in the occupation of William Dugdale at the annual rent of £4/15

Saleable Value (£)66. 5. 0 Annual Value (£)2. 7. 6

An undivided Moiety of a Close of land situate in the Township of Langcliffe in the County of York of leasehold tenure for long term of years called the Stones and containing by estimation 41a 0r 15p in the occupation of Mr Benjamin Heseltine at the annual rent of £31. 15. 0

Saleable Value (£)476. 5. 0 Annual Value (£)15. 17. 6

Total £4841. 10. 0 £161. 11. 0

A Moiety of the principal sum of £4800 due on Mortgage of the Stainforth Estate to MR Thomas Birkbeck by Deed date 18<sup>th</sup>. January 1859

Capital £2400 Annual Payments £96

A Moiety of Repairs and Insurance £10

Total £2400 £106

Total Gross Annual Value £161. 11. 0

Total Annual Value of Deductions £106

Net Annual Value £ 55. 11. 0

I declare that this is a just and true Account of all the Succession in Real and Leasehold Property of Mrs Jane Sedgwick upon the death of the before-named Henry Redmayne and that the said Jane Sedgwick was born on the 16<sup>th</sup>. day of May 1834, and am a sister of the Half Blood of the said Henry Redmayne the Predecessor from whom the said Property is derived.

Dated this tenth day of December 1868

ASSESSMENT

The value of an Annuity of £55. 11. 0 for a Life aged 35 is £891. 13. 8 and the Duty on this Sum at the rate of 3 per Cent. is assessed at £26. 15. 0.

By the Commissioners (Signed) Geo Dennely

#### RECEIPT FOR DUTY

RECEIVED the Eighth day of January 1869, the sum of Twenty Four pounds thirteen shillings being the Duty above-mentioned.

£24. 13. 0

Registered. (Signed) Geo Dennely

Comptrolled. (Signed) C.Blenkhorn

## Document 109

Dated 5 Nov 1868

Re Mr Henry Redmayne deceased

Statutory declaration by Mrs Mary Stubbs as to the family of Mr Thomas Redmayne deceased.

Hirst & Capes  
Boroughbridge

I Mary Stubbs of Boroughbridge in the county of York widow solemnly and sincerely declare as follows namely that I am sixty five years of age that I knew and was well acquainted with Thomas Redmayne late of Taitlands near Settle in the said county gentleman deceased who died on the twenty third day of February one thousand eight hundred and sixty two. The said Thomas Redmayne was married three was married three times and no more. The name of his first wife was Ann Pooley of his second Jane Brown of his third Jane Henlock the last named was my sister. The said Thomas Redmayne by his first marriage had one child only who lived to attain the age of twenty one years namely Thomas who emigrated to Australia and died there a bachelor intestate in or about the year one thousand eight hundred and fifty two. The said Thomas Redmayne by his second marriage had one child only who lived to attain the age of twenty one years namely Jane now the wife of Leonard William Sedgwick of Number 2 Gloucester Terrace Hyde Park in the county of Middlesex doctor of Medicine. The said Thomas Redmayne by his third marriage had two children only who lived to attain the age of twenty one years namely Henry who died a Bachelor and intestate on the thirteenth day of March one thousand eight hundred and sixty eight and Mary now the wife of James Sedgwick of Boroughbridge in the county of York surgeon. And I say that such of the above facts as relate of the marriage of my said sister with the said Thomas Redmayne and the issue of such marriage and the deaths of the said Thomas Redmayne and his son the said Henry Redmayne are within my own knowledge and the remainder of such facts have been told to me by the said Thomas Redmayne deceased and also by other members of his family And I make the above solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the fifth and sixth years of the reign of His late Majesty King William the fourth intituled "An Act" to repeal an Act of the present Session of Parliament intituled "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 voluntary and extrajudicial oaths and Affidavits and to make other provisions for the abolition of unnecessary oaths".

(Signed Mary Stubbs)

Declared at Boroughbridge in the  
county of York this fifth day of  
November one thousand eight  
hundred and sixty eight. Before me

(Signed ? Hirst A Commissioner to administer oaths in Chancery in England.

## Document 110

Dated 6<sup>th</sup>. November 1868

(Lots 18 & 19)

Statutory Declaration identifying the premises

Mrs Jane Sedgwick and Mrs Mary Sedgwick to Mr Christ. Brown

I Marmaduke Armitstead of Stainforth under Bargh in the parish of Giggleswick in the county of York yeoman do solemnly and sincerely declare as follows –

I am upwards of seventy years of age. I have known and been well acquainted with a certain piece or parcel of land called or known by the name of Stones Close containing Forty one acres and five perches more or less situate in the Parish of Giggleswick in the said County of York which (amongst other property) was on the second day of June last offered by sale by Auction at the Golden Lion Hotel in Settle in the said County being Lot 18 mentioned in the particulars of the said sale that the said close or parcel of land as also the eight and one half Cattle Gaits or Thirty four sheep gaits on Great Moor Head in the Township of Stainforth in the said Parish of Giggleswick which were offered for sale at the said Auction and comprised Lot 19 in the particulars formerly belonged to Mr Richard Redmayne deceased the Father of Thomas Redmayne late of Taitlands near Settle aforesaid Gentleman deceased and were afterwards the property of the said Thomas Redmayne. That the said Thomas Redmayne was in the uninterrupted possession and enjoyment of the said close or parcels of land Cattle Gaits or Sheep gaits as owner thereof for thirty years and upwards previously to his death which took place on the twenty third day of February one thousand eight hundred and sixty two 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 the Fourth intituled “An Act to repeal an Act of the present session of Parliament intituled 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 voluntary and extrajudicial Oaths and Affidavits and to make other provisions for the abolition of unnecessary Oaths.

Subscribed and Declared at  
Settle in the County of York this  
Sixth day of November One  
Thousand Eight hundred and  
sixty eight Before me

(Signed Marmaduke Armistead)

(Signed William Hartley)  
A Commissioner to administer Oaths  
In Chancery in England

**Document 111**

Dated 6<sup>th</sup>.November 1868

Mr and Mrs Leonard William Sedgwick  
And  
Mr and Mrs James Sedgwick

To  
Christopher Brown Esq.

**Assignment of a close of Land and Cattlegaits situate in the Townships of Langcliffe and Stainforth in the Parish of Giggleswick in the County of York.**

William Hartley  
Settle

**This Indenture** is made the sixth day of November one thousand six hundred and sixty eight Between **Henry Hawkesley Capes** of Knaresborough in the West Riding of the County of York Gentleman of the first part, **Leonard William Sedgwick** of Number 2 Gloucester Terrace, Hyde Park in the County of Middlesex Doctor of Medicine and **Jane Sedgwick** his wife of the second part, **James Sedgwick** of Boroughbridge in the said Riding surgeon and **Mary Sedgwick** his wife of the third part, **Joseph Stubbs** of Boroughbridge aforesaid wine merchant, and **John Marriner Redmayne** late of Tynemouth in the County of Northumberland but now of Saltwell Dene near Gateshead on Tyne in the County of Durham manufacturer of the fourth part, and Christopher Brown of Stainforth under Bargh in the Parish of Giggleswick in the said Riding Gentleman of the fifth part. **Whereas** by Indenture bearing date the Eighteenth day of January one thousand eight hundred and fifty nine and made between Thomas Redmayne of Taitlands in the County of York esquire of the one aprt, and Thomas Birkbeck of Tauntfield House near Taunton in the County of Smoerset of the other part after reciting therein that the said Thomas Redmayne was seized or otherwise possessed of or well entitled to for some long term or terms of years the heridataments and premises thereafter mentioned and thereby conveyed or otherwise assured, and which included (amongst other premises) the cattlegaits or sheepegaits and premises hereinafter firstly and secondly described and assigned. It was and is witnessed and the said Thomas Redmayne in consideration of four thousand eight hundred pounds therein expressed to be paid to him by the said Thomas Birkbeck did thereby grant, release, convey and assign unto the said Thomas Birkbeck, his heirs, executors, administrators and assigns All that capital messuage or mansion house situate at Taitlands in the Township of Stainforth under Bargh in the Parish of Giggleswick in the County of York with the outbuildings, pleasure grounds, plantations, gardens, crofts and appurtenancies to the same belonging, and also those several closes or parcels of land and heridataments situate in the Parish of Giggleswick aforesaid known by the several names and descriptions and containing the respective quantities mentioned in the Schedule thereunder written. And all other the estates, lands, tenements and premises, if any, of him the said Thomas Redmayne situate within the Parish of Giggleswick aforesaid with the appurtenancies. To hold such part or parts of the said premises as were or might appear to be of freehold tenure unto and to the use of the said Thomas Birkbeck, his heirs and assigns and to

hold such parts of the said premises as were or might appear to be of leasehold tenure unto the said Thomas Birkbeck, his executors, administrators and assigns for such term or terms of years as were then to come and all the said hereditaments and premises to a proviso or agreement thereafter for redemption of the said premises on payment by the said Thomas Redmayne, his heirs, executors or assigns of the sum of four thousand eight hundred pounds with interest for the same after. **And Whereas** in the schedule to the above executed Indenture is mentioned amongst and together with other hereditaments and premises / Stones Pasture forty one acres and fifteen perches which comprises the premises firstly hereinafter described and assigned or expressed or intended to be so. **And Whereas** the said Thomas Redmayne by his Will bearing date the twentieth day of February one thousand eight hundred and sixty two and duly attested, appointed his son Henry Redmayne and the said Joseph Stubbs and John Mariner Redmayne, executors or trustees thereof, and after making certain specific bequests of personal property the said Testator bequeathed to his daughter the said Jane Sedgwick the sum of one thousand pounds to be paid to her at the end of twelve months after his decease, and he bequeathed to the said Henry Redmayne, Joseph Stubbs and John Mariner Redmayne the sum of ten thousand pounds to be held upon the trusts and for the purposes therein expressed for the benefit of his daughter Mary Redmayne now the said Mary Sedgwick. And the said testator devised all the real and leasehold estates of or to which he should at his decease be seized, possessed or entitled to the said Henry Redmayne, Joseph Stubbs and John Mariner Redmayne, their heirs, executors, administrators and assigns respectively upon Trust by selling or mortgaging the same or a competent part or parts thereof to raise in aid of his personal Estate so much money as should be requisite to satisfy his funeral and testamentary expenses and debts and the several pecuniary legacies thereinbefore bequeathed together with the expenses of executing the Trust now in recital, and to apply to be so raised accordingly. And subject thereto In Trust for his son Henry Redmayne, his heirs, administrators and assigns absolutely. **And Whereas** the said Thomas Redmayne the testator died on the twentieth day of February one thousand six hundred and sixty two without having revoked or altered the said Will was proved by the said Joseph Stubbs and John Mariner Redmayne alone on the twenty sixth day of March following, and by the said Henry Redmayne on the eighteenth day of November also following, in the Wakefield District Registry of Her Majesty's Court of Probate. **And Whereas** all the debts and funerary and testamentary expenses of the said Thomas Redmayne the testator and also the legacies given by his said Will including the said legacy of one thousand pounds thereby given to the said Jane Sedgwick were paid and satisfied shortly after the decease of the said testator and the said Joseph Stubbs and John Mariner Redmayne from and out of the personal estate of the said testator retained the sum of ten thousand pounds and invested the same as directed by the said Will and they now hold the said sum of ten thousand pounds and the investments thereof in Trust for the said Mary Sedgwick as directed by the said testator's Will, all which the said Joseph Stubbs, John Mariner Redmayne and Mary Sedgwick do hereby respectively admit and acknowledge as is testified by their severally sealing and delivering these Presents. **And Whereas** the said Henry Redmayne died on the thirteenth day of March last intestate and without having been married leaving the said Mary Sedgwick his only sister of the whole blood and the said Jane Sedgwick his sister of the half blood his only next of kin him surviving. **And Whereas** Letters of Administration of the personal estate and effects of the said Henry Redmayne deceased were on the eighteenth day of July last granted to the said Jane and Mary Sedgwick by the Wakefield District Registry of Her Majesty's Court of Probate. **And Whereas** all succession

duty as well as all the (....) legacy payable in consequence of the respective deceases of the said Thomas Redmayne the testator and of his son the said Henry Redmayne have been fully discharged and satisfied. **And Whereas** by Indenture bearing date the twentieth day of October last made between George Stansfield formerly of Burnley in the County of Lancaster banker, but now of Settle in the West Riding of the County of York Gentleman, and William Wakefield of Becklands in the County of Westmorland Banker of the first part, the said Joseph Stubbs and John Marriner Redmayne of the second part, the said Leonard William Sedgwick of the third part, the said Jane Sedgwick of the fourth part, the said James Sedgwick of the fifth part, the said Mary Sedgwick of the sixth part, and the said Henry Hawkesley Capes of the seventh part. After writing therein that the same Thomas Birkbeck by his Will dated the twenty eighth day of August one thousand eight hundred and fifty eight appointed the said George Stansfield and William Wakefield Trustees and executors thereof and gave and devised unto them their heirs, executors, administrators and assigns all such real and personal estate as might be vested in the said testator at his decease upon any trust or by way of mortgage. And also reciting a codicil to the said Will which did not affect the disposition of trust and mortgaged estates contained in the said Will. And also reciting the said Probate of the said Will and codicil in the Principal Registry on the second day of May one thousand eight hundred and sixty three by both the said Executors. It was and is by the said Indenture now in recital witnessed and in consideration of four thousand eight hundred pounds therein expressed to be paid to the said George Stansfield and William Wakefield by the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife in full satisfaction of all principal monies and interest secured by the therein and said hereinbefore recited Indenture of mortgage of the eighteenth day of January one thousand eight hundred and fifty nine, and for the other considerations therein mentioned the said George Stansfield and William Wakefield with the privity and consent of the said Leonard William Sedgwick and James Sedgwick did also grant, release, convey, assign and confirm unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns the said mansion house, messuages, tenements, closes or parcels of land and other hereditaments and premises comprised in and assured by the aforesaid Indenture of mortgage with the appurtenancies to hold such parts of the said hereditaments and premises as were or might be of freehold tenure unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns to the use therein mentioned. And to hold such part of the said premises as were or might appear to be of leasehold tenure unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns for all such terms of years as were then to come and unexpired therein. In Trust nevertheless for the said Jane Sedgwick and Mary Sedgwick and their respective executors, administrators and assigns in equal shares as Tenants in Common, and freed and discharged from all principal monies and interest secured or intended to be secured by the hereinbefore recited Indenture of mortgage and all claims and demands on account thereof respectively. **And Whereas** the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife caused all the messuages, lands and tenements hereinbefore mentioned and comprised in the said in part recited Indentures of the eighteenth day of January one thousand eight hundred and fifty nine and the twentieth day of October last to be put up for sale by public auction at the Golden Lion in Settle on Tuesday the second day of June last in several lots, and according to certain printed particulars there exhibited, and the said Christopher Brown being at such sale the highest bidder for Lots 18 and 19 which comprised the closes of land, cattlegaits or sheeppaits and premises hereinbefore also hereinafter particularly

mentioned was declared the purchaser thereof respectively at or for sums amounting together to eight hundred pounds. **Now this Indenture witnesseth** that for carrying the said contract for sale and purchase into effect and in consideration of the sum of **eight hundred pounds** sterling to the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife paid in equal moieties by the said Christopher Brown at or before the execution of these Presents the receipt of which said sum of eight hundred pounds the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife do hereby and by the receipt hereupon endorsed respectively admit and acknowledge and of and from the same do for ever acquit, release and discharge the said Christopher Brown, his heirs, executors, administrators and assigns and also in consideration of ten shillings by the said Christopher Brown to the said Henry Hawkesley Capes in like manner paid the receipt whereof is hereby acknowledged. The said Henry Hawkesley Capes at the request and by the direction of the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife testified by their respectively sealing and delivering their Indenture doth by these presents grant, assign and transfer and the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife Do and every and each of them Doth by these Presents grant, assign and confirm unto the said Christopher Brown, his heirs, executors, administrators and assigns **Firstly all that** close, enclosure, piece or parcel of land called "Stone Close" situate in the Township of Langcliffe within the Parish of Giggleswick aforesaid containing in statute measure forty one acres and fifteen perches which said close is now or was late in the occupation of one Benjamin Heseltine and is numbered 272 on the Tithe apportionment map of the said Parish of Giggleswick and is delineated with the external boundaries thereof particularly represented on the map or plan thereof drawn in the margin of the second skin of those Presents and edged pink. **And secondly all those** eight and a half cattlegaits or thirty four sheepgaits or liberty for eight full grown cattle and a beast for a limited time for the full gait according to the custom of stinting or liberty for thirty four full grown sheep to go, graze, feed, lie and depasture in, upon, and throughout all that stinted pasture called the "Great Moor Head" situate in the Township of Stainforth within the parish of Giggleswick aforesaid. **And all other** the right, share and interest of them the said Henry Hawkesley Capes, Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife, or any of them, of in or upon the said stinted pasture and the ground and soil thereof **Together** with all and singular buildings and roads, ways, waters, watercourses, ditches, drains, mines, trees, underwood, commons, fences, mounds, liberties, easements, profits, privileges and appurtenancies whatsoever to the close of land, cattlegaits or sheepgaits and other the premises hereinbefore described or mentioned and hereby assigned or expressed or intended so to be, or any of them, or any part thereof respectively belonging and appertaining or therewith respectively usually held, used, occupied or enjoyed or reputed, deemed, taken, or known as parcel of member thereof respectively. **And all** the estate, right, Tithe, Interest, property, claim and demand whatsoever both at law and in equity of the said Henry Hawkesley Capes, Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife respectively in, to, of or upon the same **To have and to hold** the close of land, cattlegaits or sheepgaits and all other the premises hereinbefore mentioned and assigned or expressed so to be with their appurtenancies unto the said Christopher Brown, his executors, administrators and assigns for and during all the residue and remainder now to come and unexpired of the term or terms of years for which the same are respectively holden. **And** the said Henry Hawkesley Capes doth hereby for himself, his heirs, executors and administrators

covenant and declare with and to the said Christopher Brown, his executors, administrators and assigns that he the said Henry Hawkesley Capes hath not at any time heretofore made, done or executed, permitted, suffered, or been party or privy to any act, deed, matter, or thing whatsoever whereby or by reason whereof the said close of land, cattlegaits or sheepgaits and premises hereinbefore mentioned and hereby granted and assigned or expressed and intended so to be, or any part thereof are, is, can, shall or may be impeached, charged, assigned, surrendered, forfeited, affected or incumbered in Tithe, estate, or otherwise howsoever. **And** the said Leonard William Sedgwick for himself, his heirs, executors and administrators, and for the sole future enjoyment, freedom from incumbrances and for the further assurance of one moiety of the said premises hereinbefore described or mentioned and hereby granted and assigned or expressed so to be but not further or otherwise. **Do hereby severally covenant** and agree with the said Christopher Brown, his executors, administrators and assigns in manner following, that is to say, that for and notwithstanding any act, deed, matter or thing whatsoever by the said several persons, parties hereto of the second and third parts respectively or by any person or persons lawfully or equitably claiming or to claim from, through, under or in trust for them respectively or from, through or under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased made, done, permitted or suffered they the said Leonard William Sedgwick and Jane his wife, and James Sedgwick and Mary his wife, together with the said Henry Hawkesley Capes or some or one of them now at the time of the sealing and delivery of these Presents leave or hath in themselves, himself or herself good right, full power and absolute authority by these Presents to grant and assign the said premises hereinbefore described and mentioned and expressed and intended to be hereby granted and assigned with the appurtenancies unto the said Christopher Brown, his executors, administrators and assigns in manner aforesaid according to the true intent and meaning of these Presents **And** that the said Christopher Brown, his executors, administrators and assigns shall and lawfully may at all times hereafter peacefully and quietly enter into, hold, posses, use, occupy and enjoy the aforesaid premises with the appurtenancies and receive and take the rents, issues and profits thereof to and for his and their own use and benefit without any molestation, suit, hindrance or demand from or by the said Leonard William Sedgwick and Jane his wife, or from or by the said James Sedgwick and Mary his wife or their respective executors or administrators or any person or persons lawfully or equitably claiming or to claim any estate, right, title or interest in, to or out of the same premises or any part thereof from, through, under or in Trust for them or any of them, or from, through or under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased. **And that** free and clear and fully and clearly acquitted, exonerated and discharged or otherwise by the said Leonard William Sedgwick and Jane his wife or their respective executors or administrators well and effectually saved, defended, kept harmless and indemnified from and against all leases, mortgages, estates, rights, titles, judgements, charges and incumbrances whatsoever made, done, occasioned, induced or suffered by the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife or by any of them or by the said Thomas Redmayne deceased or by the said Henry Redmayne also deceased or by any person or persons lawfully or equitably claiming or to claim from, through, under or in trust for them or any of them or by, through, or with their or any of their act, means, default, privity or procurement. **And moreover** that the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife and their respective executors and administrators and all and every other persons and person lawfully or equitably claiming or to claim any estate, title, trust or interest in, to or out of the said premises expressed and intended

to be hereby granted and assigned or any part thereof from, through, under or in trust for them respectively or any of them, or from, through and under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased shall and will at all times hereafter at every reasonable request and at the expense of said Christopher Brown, his executors, administrators or assigns make, do and execute and perfect all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments and assurances in the law whatsoever for the further, better, more perfectly and absolutely or satisfactorily granting, surveying, assigning, assuring and confirming of the aforesaid premises with the appurtenancies unto the said Christopher Brown, his executors and administrators in manner aforesaid or otherwise according to his or their direction or appointment as by the said Christopher Brown, his executors, administrators and assigns or his or their counsel in the Law shall be reasonably devised, advised and required. **In Witness** whereof the said parties to these Presents have hereunto set their Hands and Seals the day and year first hereinbefore written.

(Signed H.H. Capes	James Sedgwick	Joseph Stubbs
L.W.Sedgwick	Mary Sedgwick	J.M.Redmayne
Jane Sedgwick		Christopher Brown)

**A Meml was registered at Wakefield the eighteenth of November 1865 at three in the afternoon in Book 616 Page 257, No.269.**

(Signed the Registrar)

Memorandum that Mosley Dawson a purchaser of the gaits comprised in the within deed holds an acknowledgement of right to production and delivery of copies of the same deed from Charles Ingleby and William Thomas Sharp. Dated this thirty first day of December 1887.

**Document 112**

Dated 6<sup>th</sup> Nov<sup>r</sup> 1868

Mr Marmaduke Armitstead

To

Christopher Brown Esq<sup>u</sup>

**Deed of Covenant** for production of Title Deeds relating to Premises situate in the Townships of Langcliffe and Stainforth in the West Riding of the County of York

Wm Hartley  
Settle

**This Indenture** is made the sixth day of November one thousand eight hundred and sixty eight **Between** Marmaduke Armitstead of Stainforth under Bargh in the parish of Giggleswick in the West Riding of the County of York Gentleman of the one part and Christopher Brown of Stainforth aforesaid Esquire of the other part **Whereas** by Indenture bearing even date with these Presents and made between Henry Hawkesley Capes of Knaresborough in the said West Riding of the County of York Gentleman of the first part, Leonard William Sedgwick of Number 2 Gloucester Terrace, Hyde Park in the County of Middlesex, Doctor of Medicine and Jane Sedgwick his wife of the second part, James Sedgwick of Boroughbridge in the said Riding surgeon and Mary Sedgwick his wife of the third part, Joseph Stubbs of Boroughbridge aforesaid wine merchant, and John Marriner Redmayne formerly of Tynemouth in the County of Northumberland, Manufacturer, but now of Saltwell Dene in the County of Durham of the fourth part, and the said Christopher Brown of the fifth part. A Close of land called Stones Close situate in the Township of Langcliffe within the parish of Giggleswick aforesaid And also eight and a half cattle gaits or thirty four sheep gaits on a certain stinted pasture called Great Moor Head situate in the Township of Stainforth within the parish of Giggleswick aforesaid with the rights, members and appurtenancies thereof (being Lots 18 and 19 of certain Estates belonging to the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife put up for sale by public auction at the Golden Lion Hotel in Settle in the said West Riding on Tuesday the second of June one thousand eight hundred and sixty eight) were assigned unto the said Christopher Brown, his executors, administrators and assigns for and during all the residue, and remainder then to come and unexpired of the term or terms of years for which the same were respectively holden **And whereas** at the sale by public auction hereinbefore referred to, one of the conditions of the said sale was that all such deeds and muniments of Title in the possession of the vendors as related to more of the several Lots sold at the said Sale than one should be delivered up to the purchaser of the Lot of the greatest value upon such purchaser entering into the usual covenants for the production thereof to the purchaser of the other Lot to which such deeds and muniments related **And whereas** the said Marmaduke Armitstead was the purchaser at such Sale of the Lot of the greatest value and accordingly the Title Deeds mentioned and specified in the schedule hereunder written, and which relate also to the Tenements and Premises comprised in the hereinbefore recited Indenture have been delivered to him pursuant to the said condition of sale. **Now this**

**Indenture witnesseth:** that in conforming with the said recited condition of sale and I consideration of the premises he the said Marmaduke Armitstead doth hereby for himself, his heirs, Executors and administrators covenanat, promise and agree with and to the said Christopher Brown, his executors, administrators and assigns That he the said Marmaduke Armitstead, his heirs, executors, administrators or assigns or some or one of them shall and will (unless prevented by fire or other inevitable accident ) from time to time and at all times hereafter upon every reasonable request, and at the proper costs and charges of the said Christopher Brown, his executors, administrators or assigns or any of them produce and shew forth or cause or procure to be produced and shewn forth to the said Christopher Brown, his executors, administrators or assigns, or to such person or persons as he or they shall direct at any trial, hearing or examination in nay Court of Law or Equity or other Indicature or upon the execution of any Commission in England as occasion shall require the several Deeds, Evidences and writings mentioned and specified in the Schedule hereunder written, and Every or any of them, and deliver or cause to be delivered unto the said Christopher Brown, his executors, administrators or assigns, or to whom he or they shall direct true and attested copies or true copies unattested, or abstracts of or abstracts from all and every or any of the said deeds, evidences and writings for the manifestation of, support and defence of the Title of the said Christopher Brown, his executors, administrators or assigns, or any of them to the aforesaid Tenements and Premises by the said Indenture of even date assigned or transferred, or any part thereof. And also shall and will in the meantime keep and preserve the same deeds, evidences and writings safe, whole, uncanceled and undefaced (damage by fire or other inevitable accident only accepted). In witness whereof the said Parties to these Presents have hereunto set their Hands and seals the day and year first herein written.

**The Schedule** referred to -----

1818 January 26<sup>th</sup> Indenture made between Ann Redmayne widow and relict of Richard Redmayne, Thomas Redmayne and Thomas Stackhouse, the Devises in Trust and executors of the said Richard Redmayne of the one part and and Richard Redmayne, eldest son and heir at law and also Devisee under the said Will of the said Richard Redmayne of the other part.

1799 April 20<sup>th</sup> Probate copy of the Will of Richard Redmayne of Stainforth under Bargh aforesaid yeoman of this date.

1800 April 25<sup>th</sup>. Burial Certificate in the Parish of Giggleswick of Giles, son of the said Richard Redmayne, infant.

1801 September 3<sup>rd</sup> Burial Certificate in the Parish of Giggleswick of Ellen, Daughter of the said Richard Redmayne, aged six years.

1824 August 11<sup>th</sup> Burial Certificate of Richard Redmayne (of Austwick) in the Parish of Giggleswick.

1825 May 28<sup>th</sup> Administration granted by the Exchequer and Prerogative Court of York to Ann Redmayne, widow of the effects of Richard Redmayne her son.

1828 October 25<sup>th</sup> Residuary account passed with Government under the above Administration.

same date Legacy Receipt of Thomas Redmayne for moiety of residue under the above Administration.

1830 September 3<sup>rd</sup> Administration granted by the Exchequer and Prerogative Court of York to Thomas Redmayne of the Effects of Ann Redmayne, his mother.

1830 December 18<sup>th</sup> Residuary account passed with Government under last Administration.

1831 April 16<sup>th</sup> Indenture made between Thomas Redmayne of the first part, Jane Brown spinster of the second part, and Thomas Ingleby the elder and Richard Clapham of the third part.

1859 January 18<sup>th</sup> Indenture of this date made between the said Thomas Redmayne of the one part and Thomas Birkbeck of the other part.

1859 January 18<sup>th</sup> Declaration of the said Thomas Redmayne of this date.

1862 December 31<sup>st</sup> Indenture made between George Hartley and William Hartley of the first part, Leonard William Sedgwick and Jane his wife of the second part, Henry Redmayne of the third part, and the said Henry Redmayne, Joseph Stubbs and John Marriner Redmayne of the fourth part.

1868 October 20<sup>th</sup> Indenture made between George Stansfeld and William Wakefield of the first part, Joseph Stubbs and John Marriner Redmayne of the second part, Leonard William Sedgwick of the third part, Jane Sedgwick of the fourth part, James Sedgwick of the fifth part, Mary Sedgwick of the sixth part, and Henry Hawkesley Capes of the seventh part.

(Signed with the seal of Marmaduke Armitstead)

Signed, sealed and delivered by the written named Marmaduke Armitstead in the presence of William Hartley (signed) (and by two other illegible signatories).

Memorandum that Mosley Dawson, a purchaser of premises to which the within deed relates, hold (*sic*) an acknowledgment of right to production and delivery of copies of the same deed from Christopher Ingleby and William Thomas Sharp dated this thirty first day of December 1887.

**Document 113**

COUNTY OF York Christopher Brown

CERTIFICATE OF THE CONTRACT FOR THE REDEMPTION OF LAND-TAX NO.42  
662 21 August 1869

Duly registered the 21<sup>st</sup> day of August 1869, and Exonerated from the 25<sup>th</sup> day of March 1869.

(Signed) ????? Registrar

Inland Revenue Office

Know all Men That We,

Henry Roberts Esquire and Sir Alexander Duff Gordon, Baronet, and agreed with Christopher Brown of Stainforth in the parish of Giggleswick in the County of York, Gentleman, for the Redemption by him of Six shillings and nine pence halfpenny Land-Tax, being the Land-Tax charged upon A Close of land called "Stones Close" containing 41a 0r 5p and numbered 272 on the Tithe Plan of the Township of Langcliffe lately purchased by him from the Heirs of the late Henry Redmayne.

Which said Premises are assessed in the Assessment made for the Township of Langcliffe in the Division of Staincliffe West in the County of York for the year 1868, as follows, viz:-

Rentals	Names of Proprietors	Names of Occupiers	Names or description of Estates or Property	Sums assessed and not exonerated
16.6.0	Redmayne Henry	Hesleton ....	Land .....	6s. 9½d

Date of Payment of the Consideration	Price of Stocks at which the consideration is calculated	Amount of Money paid	Name of the Receiving Officer
1869 April 24	91-92	9 8 3¼	John Borth Lancaster

## Document 124

A memorial to the within written Deed was Registered at Wakefield the Tenth day of March Seventeen Hundred Thirty Four at Eight in the morning In Book marked or called GG. Page 409. and Number 571.

(Signed) Deputy Register

### Mortgage Indenture

This Indenture made the Twentieth day of February in the year of our Lord One thousand seven hundred thirty and four **Between** Edmund Sanders of Stainforth under Bargh in the parish of Giggleswick and County of York Linnen weaver on the one part and Abigal Burkley now of the City of Dublin in the Kingdom of Ireland Widdow on the other part. **Whereas** Wm Harrison by Indenture of Leave duly executed, bearing date the Twenty second day of November in the thirty third year of the Reign of our late Sovereign Lady Elizabeth demised the messuages and lands, tenements and heridataments herein after mentioned unto Robert Lakeland then of the said Stainforth. **To hold** to him, his Executors and Admirators for the term of nine hundred ninety and five years **And whereas** the said Edmund Sanders by Divers means, conveyances, lawfull Acts and assourances is now become legally possessed of and interested in the remainder of the said term of and in the said premises of otherwise suffitiently Intituled thereto and hath to assign over the same unto the said Abigal Burkley, her executors, admirators and assigns for securing to her and from the repayment of two hundred pounds and Interest which she hath at the Justance and Request of the said Edmund Sanders this day advanced and paid to him. **Now this Indenture witnesseth** that in pursuance of the said Agreement and in Consideration of the said sum of Two hundred pounds of Lawfull money of Great Britain to him the said Edmund Sanders in hand well and truly paid by the said Abigal Burkley before the execution hereof the receipt whereof is hereby acknowledged he the said Edmund sanders **hath** Granted, Assigned, Transferred, Sett over and Confirmed and by these presents **Doth** Grant, Assign, Transfer, Sett over and Confirm unto the said Abigal Burkley, her executors, admirators and assigns **All** that messuage and tenement situate in Stainforth under Bargh aforesaid wherein Henry Moorehouse now lives and all that Mault Kill with all flats, floors and other appurtenances thereunto belonging and apportioning, and all that part of one Garth or Garden commonly called the Lower Garth as the same is now Meared, Marked and Sett forth lying at the Town End of Stainforth aforesaid, the other part thereof bekonging to James Iveson of the same town, and also all that Close or Inclosure of arable, meadow or pasture there commonly called the Mill Close containing by estimation five acres be it more or less, and all that parcel of woody ground called the Water Brow adjoining on the west side thereof the other Close arable or meadow ground called Redings by estimation one acre be it more or less, and all those severall closes or parcels of arablemeadow or pasture ground adjoining one unto another and called by the severall names of Whitbeck and Whitbeck lands, The Over Close, The Over Close Head, and the Brow containing all together about Eight acres be they more or less, and other Close or Inclosure of pasture ground called The Park, and also all those beast gates or Cattlegates or herbage, grassing and pasturing for five made Beasts in that pasture ground there commonly called Catrigg and Two Beastgates and an half or herbage and grassing for Two made beasts and half a Beastgate in that pasture ground there commonly called The Far Moorhead, and the ground and soyle to the said severall Beast gates or

Cattlegates belonging and appertaining Together with all and singular Houses, Outhouses, Edifices, Barns, Buildings, Stables, Orchards, Gardens, Yards, Barkside, Crofts, Curtiledges, Ways, Waists, Waters, Watercourses, hedges, ditches, fences, trees, woods, underwoods, commons, common of pasture and Turbary, easements, rights, libertys, profits, priviledges, advantages, heridataments and appertances w.soever to the same or any wise of right appertaining, and all the estate, right, tythe, term of years, Interest, property, Claim and demand whatsoever of him the said Edmund sanders of, in and to the same or any part thereof **To have and to hold** the said messuage, tenement, Kill, lands, Cattlegates, heridataments and all and singular other the premes herein or in the said in part recited lease mentioned or intended to be hereby assigned with their and every of their appertences unto her the said Abigal Burkley, her Executors, Admirators and assigns from the day of the date hereof for and during all the rest, residue and remainder of the said term of nine hundred ninety and five years which are yet to come and unexpired and until the same be fully compleat, ended and determined **Yielding** and paying the Chief rents and services from henceforth to grow, due and payable to the Lord or Lords of the Fee in respect of their Seignory and all other rents hereafter to become due and payable in respect of the same **provided** always, and these presents are upon this condition nevertheless that if the said Edmund Sanders, his heirs, Executors or admirators or any of them shall and do well and truly pay or cause to be paid unto the said Abigal Burkley, her Executors, admirators or assigns the sum of Two hundred pounds of Lawfull money of Great Britain with lawfull consideration for the same on the second x day of February next ensuring, the date hereof, without making or demanding any Deduction or Abatement for or out of the same or any part thereof for or by reason of any matter or thing whatsoever then the present Indenture and the residue of the term hereby assigned, and every thing herein contained shall lease, determine and be utterly void to all Intents and purposes any the said Abigal Burkley, her executors, admirators and assigns by these presents in manner and form following, that is to say that he the said Edmund sanders, his heirs, executors or admirators or some of them shall and will well and truly pay or cause to be apid unto the said Abigal Burkley, her executors, admirators or assigns the said sum of Two hundred pounds Lawfull money of Great Britain with lawfull Consideration for the same on the said second xx day of February next ensueing this date thereof without making or demanding any Deduction or Abatement for or out of the same or any part thereof for or by reason of any matter or thing w.soever according to the time, Intent and meaning of the above written proviso on Condition and in full Discharge of the same **And** that he the said Edmund Sanders hath not done, remitted or suffered any Act, matter or thing w.soever whereby or by reason or means whereof the said premes or any part thereof are, is or may be Charged, Impeached or Incumbered in Tythe, charge, estate or otherwise howsoever, **And** lastly that he the said Edmund Sanders and his heirs and all and every other person and persons w.soever having or claiming or to Claim any estate, right, title, term or Interest of, in to or out of the said premes or any part of thereof shall hereafter during the remainder of the said term make, do, levy, execute and suffer or cause and promise to be made, done, levied, executed and suffered at the request of the said Abigal Burkley and at the Costs and Charges in the Law of the said Edmund Sanders, his Executors, admirators and assigns all and every such further and other lawfull and reasonable Acts, things, Conveyances and Assourances in the Law w.soever for the further better and more perfect assouring, assigning and confirming the said premes and the remainder of the said term unto the said Abigal Burkley, her executors, admirators or assigns as by her, them or any of them, her, their or any of their Councill learned in the Law shall be reasonably advised, devised or

required. **In Witness** whereof the said partys to these presents have Interchangeably sett their hands and seals the day and year first above written.

Sealed and delivered being first  
duly stampd in the presence of  
Geo. Foxcroft  
Wm Turner Carus  
Tho Nicholson

Signed  
(Edmund Saunders *sic*)

(The same three men witnessed Saunder's signature of his receipt form the £200 from Abigal Burkley as mortgage on the various properties mentioned. There is also the signature of Geo. Foxcroft receiving repayment of the £200 with interest of £19.10.0 on 29<sup>th</sup> January 1736, witnessed by Ed. Lawson.)

## COWSIDE

Post it 33 [43] 1647

This indenture made the 14th day of March in the 23rd year of the reign of our sovereign Lord Charles by the grace of God King of England Scotland France and Ireland defender of the faith etc. 1647 **Between** Richard Brayshey of Cowside within the parish of Giggleswick in the county of York yeoman on the one part And Robert Browne of Stainforth underbarghe in the said parish and county yeoman on the other part **Whereas** Thomas Watson late of windscale and now of Stainforth underbarghe aforesaid in the said county gentleman by his indenture of assignment under his hand and seal bearing date the eighth day of May in the 13th year of the reign of our said sovereign Lord Charles the King's Majesty that now is for the consideration therein mentioned **Did** grant demise bargain sell assign set over and confirm unto the said Richard Brayshey his executors and assigns (amongst other things) Three score and six sheep gates or herbage pasturing and grassing for three score and six sheep to go eat feed and depasture in upon and throughout one stinted pasture Close Commonly Called and known by the name of Windscale stones alias howbothome Close and all ways liberties and easements to the same belonging **To have** and to hold the same to the said Richard Brayshey his executors administrators and assigns from and immediately after the day of the date of the said indenture for and during all the rest and residue which are then to come and unspent of a term of 500 years for which the whole Lordship of Langcliffe was granted and further as by the said indenture amongst diverse other matters and things therein contained more at large may appear **Now this** indenture witnesses that the said Richard Brayshey for and in consideration of the sum of £53 and 15 shillings of lawful English money to him at and before the sealing and delivery hereof well and truly contented and paid by the said Robert Brown the receipt whereof he the said Richard Brayshey does hereby acknowledge and confess and thereof and of every part and parcel thereof does clearly acquit exonerate and discharge the said Robert Browne his heirs executors administrators and assigns and every of them for ever by these presents **has granted** demised bargained sold assigned and set over and by these presents does for and from him and his heirs fully freely clearly and absolutely grant demise bargain sell assign set over and confirm unto the said Robert Browne his executors and assigns 40 and six sheep gates or 9 cattle gates or herbage pasturing and grassing for 46 sheep or nine cattles to go eat feed and depasture in upon and throughout the said stinted pasture Close Commonly Called and known by the names of windscale stones alias howbothome Close in common with other their neighbours and occupiers of the said pasture close or in severalty after partition and division thereof be made **Which** said premises are parcels of or belonging to the said three score and six sheep gates and are parcels of and belonging to the Lordship of Langcliffe aforesaid now or late in the tenure or occupation of the said Richard Brayshey his assignee or assigns and also all ways paths passages waters watercourses walls fences liberties easements profits commodities emoluments and advantages whatsoever to the said 40 sheep gates or nine cattle gates had used known belonging or in any wise appertaining **And also** all the full and whole estate right title interest term and terms of years use and possession occupation reversion claim and demand whatsoever of him the said Richard Brayshey of in and to the said premises and of in and to every part and parcel thereof **To have and** to hold all the said 40 and six sheep gates or nine cattle gates and all and singular other the said hereby before granted and bargained premises and every part and parcel

thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns to his and their only use and uses from and immediately after the day of the date of these presents for during and unto the full end and expiration and determination of all the rest and residue which are yet to come and unspent of the said term of 500 years above mentioned without impeachment of any manner of waste **And the said** Richard Brayshey for himself his executors and administrators and every of them does covenant promise and grant to and with the said Robert Browne his executors and administrators and assigns and to and with every of them by these presents as follows that is to say that he the said Richard Brayshey at the time of the sealing and the delivery of these presents has in his own right full power good and lawful title interest estate and authority to grant demise bargain assign set over and confirm all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the said continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years above mentioned in manner and form aforesaid **And that** he the said Robert Browne his executors administrators and assigns and every or any of them shall or lawfully may at all times hereafter and from time to time for and during the continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years lawfully quietly and peaceably have hold use occupy possess and enjoy all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances without any lawful let suit trouble molestation eviction ejection denial hindrance disturbance or any encumbrance of him the said Richard Brayshey his heirs executors administrators or assigns or any of them or of any other person or persons whatsoever lawfully claiming any manner of estate right title or interest of in or to the said premises or of in or to any part or parcel thereof **free and** clear and freely and clearly acquitted and discharged or upon every reasonable request well and sufficiently saved and kept harmless and lossless by the said Richard Brayshey his heirs executors or administrator **of and** from all manner of former and other bargains sales gifts grants leases wills entails fines feoffments mortgages jointures dowers and titles of dower rents arrears of rents annuities statutes recognizances extents judgments executions debts of record and of and from all acts estates titles charges troubles and encumbrances whatsoever **(The** rents suits and services and all galdes laies assessments for the said premises hereafter to become due excepted and always foreprized) **And** finally that he the said Richard Brayshey and heirs and Thomazin his now wife and every of them shall and will at all times hereafter and from time to time for and during the term and space of 10 years next coming after the date hereof at and upon the reasonable request costs and charges of the said Robert Browne his executors or assigns or any of them **make** do knowledge execute and suffer and cause and suffer willingly to be made done knowledged and executed all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better more perfect and absolute assuring sure making and conveying of all the said hereby before granted and bargained premises with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the continuance of the said term of 500 years **Be it** by matter in deed or matter of record or by any other lawful ways or means whatsoever as by the said Robert Browne his executors administrators or assigns or any of them or by his their or any of their counsel learned in the law shall be reasonably and lawfully devised advised and

required **In** witness whereof the parties above said to these present indentures interchangeably have set their hands and seals the day and year first above written

(Signed) Richard Brayshay

(Over)

Sealed signed and delivered in the presence of  
Tho. Foster Thomas Ellison John Tennant Robert Wetherad (?) Rich. Bainbridge

Obligation (torn)

Latin text signed Richard Brayshey; witnesses as with deed

English text

The condition of this obligation is such that (if the within) bound Richard Brayshey his heirs executors administrators and assigns and every of them do well and truly..... keep all and singular such articles conclusions and agreements as upon his and their behalf and party..... and ought to be observed performed..... specified expressed contained written and declared in one indenture dated in these presents may between (the) said bound Richard Brayshey on the one party and the within named Robert Browne on the other party that then this obligation to be void and of no effect or else it to remain and be in full power force and virtue

## COWSIDE

Post it 35 [44] 1655

**This indenture made** the 18th day of June in the year of our Lord according to the computation of the church of England 1655 **Between** Thomas Watson late of Stainforth under bergh and now of Thornton in Ribblesdale in the county of York And Christopher Dawson of Knight Stainforth in the parish of Giggleswick and county aforesaid gentlemen on the one party And Richard Armitstead of Stainforth under bergh before said in the same county of York yeoman on the other party **Whereas** Lawrence Cockett late of Stainforth under barghe aforesaid now deceased by his indenture under his hand and seal bearing date the 17th day of January in the 10th year of the reign of the late King Charles over England etc. **Did** grant demise assign and set over unto the said Thomas Watson by the name and additions of Thomas Watson of Knight Stainforth of unto and to his executors and assigns the moitie or one half of one fire house or dwelling house and one lathe or barn and two garths or gardens on the North side of the said fire house situate lying and being in Stainforth under bergh aforesaid and therein the tenure and possession of the said Lawrence Cockett or his assigns and all fronts backsides steerrooms dunghillsteads seats in the church ways paths waters privileges and appurtenances whatsoever to the same belonging **To have and to hold** the same to the said Thomas Watson his executors and assigns to his and their only use and uses from the day of the date of the same indenture for and during all the residue then unspent of a lease of the term of 1000 years which did commence and begin upon or about the eighth day of April in the 38th year of the reign of the late Queen Elizabeth over England etc. without impeachment of waste and further as by the same indenture may appear..... by force and virtue whereof the said Thomas Watson entered into the said premises and thereof became lawfully possessed And has thereon lately erected and built a new dwelling house now situate and standing near or upon the front (?) whereon the old house formerly stood **And whereas** William Lakeland of Stainforth under bargh aforesaid by his indenture under his hand and seal bearing date the 20th day of July in the 15th year of the reign of the late King Charles over England etc. **Did** grant demise assign and set over unto the said Thomas Watson for his executors administrators and assigns **All those** two little gardens or parcels of ground lying and adjoining on the North side of the garth or garden of him the said Thomas Watson in Stainforth under bergh aforesaid containing by estimation half a rood (be they more or less) and all ways paths and appurtenances to the same belonging **To have and to hold** the same from the date of the same indenture for and during the term of fi (?) [hole] years then next following without impeachment of waste **And whereas** John Armitstead of Knight Stainforth in the county of York yeoman by his indenture under his hand and seal bearing date the last day [hole] bruary in the 12th year of the reign of the late King Charles over England etc. **Did** (amongst other things) grant bargain sale assign set over and convey unto the above named Thomas Watson his executors [hole] assigns **All that** parcel and portion of pasture ground containing by estimation 9 acres be it more or less lying within one close of pasture ground called Browne banke sometimes parcel of a greater close called [hole] And also three other closes or enclosures of ground called Goskarr head containing by estimation 9 acres be they more or less And likewise two other little parcels of enclosed grounds lying in Goskarr [hole] and containing by estimation 10 falls of ground (more or less) **To have and to hold** the same from the day of the date of the last recited indenture for and during all the residue and remainder which was then unspent (?) [hole] and to come of a lease of the term of 1000 years which did commence and begin upon or about the eighth day of April in the above said 38th year of the reign of the said late Queen Elizabeth over England etc. without impeachment of waste **All which** said premises the said Thomas Watson by his indenture under his hand and seal bearing date the 19th day of December in the 24th year of the reign of the late King Charles over England etc. **Did** (amongst other things) grant bargain sell assign and set over unto the above said Christopher Dawson his executors administrators and assigns for and during and unto the full end accomplishment and expiration of all the residue then unspent

and to come of the above said several and respective terms of years in the above recited several indentures mentioned without impeachment of any manner of waste **Now this indenture witnesses** that the said Thomas Watson and Christopher Dawson for and in consideration of the sum of fourscore and seventeen pounds of lawful money of England to them well and truly paid by the said Richard Armitstead before the sealing and delivery of these presents the receipt whereof the said Thomas Watson and Christopher Dawson do hereby confess and thereof and of every part and parcel thereof they do fully and absolutely acquit (?) free and discharge the said Richard Armitstead his heirs executors and administrators and every of them for ever by these presents Have granted bargain sold aliened assigned and set over and by these presents they the said Thomas Watson and Christopher Dawson for and from themselves their heirs executors and administrators do grant bargain sell alien assign set over and confirm unto the said Richard Armitstead his executors administrators and assigns All that above-mentioned mansion or dwelling and fire house situate in Stainforth under bargh aforesaid late in the tenure and occupation of the said Thomas Watson and in which he did late dwell and all the doors windows window levers glass panes..... and all things nailfast or stonefast in or belonging the said fire house or dwelling house and likewise the lathe or barn and the garth or garden to the said fire house belonging And all other houses edifices front yards backside [hole] ...rooms dunghillsteads seats or forms in the church ways paths and appurtenances to the said fire house belonging And likewise those other two little gardens or parcel of ground late belonging to the said William Lakeland lying on the North side of the said house and likewise.....*[line erased and overwritten]* ..parcel..... ground in and throughout that pasture called Browne banke late John Armitsteads And also all that parcel within the said close had by way of exchange of and from Richard Clapham of Winscale containing five cattle gates according to the ..... now there used And likewise all those other three closes or parcels of enclosed grounds called and known by the name of Goscarr heade containing by estimation nine acres (be they more or less) And likewise those other above-mentioned other two little parcels of enclosed ground lying in Goscarr heade(?) And containing by estimation 10 falls of ground be they more or less All which said mansion or dwelling house barn garden closes grounds and premises here situate lying and being within the town..... and territories of Stainforth under barghe aforesaid and are now in the tenure possession and occupation of the said Thomas Watson and Christopher Dawson or those of them their assignee or assign And all and singular ways paths waters watercourses woods underwoods liberties easements profits privileges and appurtenances whatsoever to the said premises hereby bargained and every part and parcel thereof belonging or in any wise appertaining And the said Thomas Watson and Christopher Dawson for the same considerations do by these presents grant bargain assign and set over unto the said Richard Armitstead his executors administrators and assigns all the above recited several indentures and conveyances and all other writings indentures escripts and muniments whatsoever which they or either of them have or has or can lawfully come by without suit in law which do only concern the hereby bargained premises or only by part thereof (?) **And all** the full and whole estate right title interest use possession occupation reversion term and terms of years claim and demand whatsoever of them the said Thomas Watson and Christopher Dawson or either of them of in or to the premises and every part and parcel thereof **To have and to hold** the said mansion or fire house barn garths gardens closes cattlegates grounds and premises above in these presents bargained and granted or mentioned or intended to be hereby bargained and granted and every part and parcel thereof with the appurtenances unto the said Richard Armitstead his executors administrators and assigns to his and their only and proper use and uses most benefit and advantage from and immediately after the day of the date of these presents for and during and unto the full end accomplishment expiration and determination of all the rest and residue which are yet unspent and to come of the abovesaid several and respective terms of 500 years and 1000 years above-mentioned without impeachment of or for any manner of waste **And the said** Thomas Watson and Christopher Dawson for themselves their and any of their heirs executors administrators and assigns do jointly and severally covenant promise and grant to and with the said Richard Armitstead his executors administrators and assigns and every of them by these presents in

manner and form following That is to say that they the said Thomas Watson and Christopher Dawson at the time of the sealing and the delivery of these presents are or the one of them is lawfully possessed of all the above-mentioned hereby bargained premises and now have or the one of them has full power good and lawful right title interest and authority to grant bargain sell and convey the same with all the appurtenances unto the said Richard Armitstead his executors administrators and assigns in manner and form abovesaid And that he the said Richard Armitstead his executors administrators and assigns immediately after the sealing and delivery of these presents by force and virtue hereof shall or may lawfully enter into the said mansion or dwelling house barn gardens closes and all other the premises above in these presents bargained and granted or mentioned or intended to be hereby bargained and granted and at all time and times from henceforth for and during all the residue and remainder yet unspent of the several and respective terms of years above-mentioned quietly and peaceably have hold use occupy possess and enjoy the same with all the appurtenances without any lawful let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of them the said Thomas Watson and Christopher Dawson or either of them their or either of their heirs executors or administrators or of any other person or persons whomsoever by from or under them or any of them lawfully claiming free and clear and freely and clearly acquitted and discharged or otherwise upon every reasonable request to be made well and sufficiently saved and kept harmless by the said Thomas Watson and Christopher Dawson their executors or administrators or some of them**Of and** from all manner of former and other bargains sales gifts grants lease and leases mortgages jointures dowers titles of dower fines feoffments wills rents arrears of rent and of and from all their acts estates titles charges troubles and encumbrances whatsoever heretofore done or consented unto by the said Thomas Watson and Christopher Dawson or either of them or hereafter by them or either of their heirs executors or administrators to be done or consented unto in any wise (the rents suits services dues and duties from henceforth to become due for and in respect of the premises hereby granted excepted and always foreprised)**In witness** whereof the parties above said to these present indentures interchangeably have put their hands and seals the day and year first above written

Thomas Watson Christopher Dawson

Overleaf

Sealed signed and delivered in the presence of us

Anthony Foster Brian Cookson

## **COWSIDE**

### **Post it No. 3 [4]**

Indenture – 8<sup>th</sup> April 1596

*65x35 cms – left margin damaged, top right torn – stained and fragile. 2 seals*

**This Indenture** made the Eyght day of Aprill In the Thirtie & eight yere of the reigne of our sovraigne Ladie **Elizabeth** by the grace of god quene of England France & Ireland defender of the faith etc **Betweene** Henry Laikland John Cockett Christopher Husband & William Tatham of Stainford under bargh in the countie of yorke Yomen of thone partie And Christopher Sailbanke of Stainford under bargh aforesaid yoman of the other partie witnesseth that wher Edward Darcy Esquier one of the groomes of her Majesty's privie chamber & Elizabeth Darcy his wief or thone of them was lawfully Seazed of an estate of inheritance in fee simple, off & in All that the manor or lordship of Stainford under bargh aforesaid And of & in diverse mesuages tenements lands medowes pastures wasts wast grounde comons mores Royalties & hereditaments situate lying & being within the said manor or lordship & the precincts & Terretories of the same....wher Also the Tenants & fermers of the said manor or lordship & premisses did conclude & agree with said Edward & Elizabeth for certeine somes of mony & other consideracons, Thatt they the said Tenants & every of them shold purchase and buy of the said Edward & Elizabeth ther severall tenements then in ther severall & owne occupacons to them ther heires & assignes severally, Together with such ratable parts & porcons of the said wasts mores and comons And of other the Royalties commodities advantages & appurtenances parcel of or belonging to the said manor or lordship as shold according to the rate of every severall tenements fall out equally to belong unto every tenement aforesaid, And whereas afterwards for saving of the .....to be expended about the devising & executing of the severall conveyances & assurances to be made & done to every severall tenement for the assuring of the same lands & premisses accordingly **Yt Was** condiscended & agreed by & emongest all thesaid Tenants, Thatt the said manor or Lordship mesuages & other the premisses with thappurtenances shold by the said Edward & Elizabeth be absolutely & entierly conveyed & assured to the said Henry Laikland John Cockett Christopher Husband & Willm Tatham and to ther heires upon trust & confidence, and to th intent that they and the survivors of them & ther heires shold severally assure to every severall tenement of the said manor or lordship & his heires & assignes forever or otherwise for terme of yeres his orther severall tenements wich he or they then occupied, with an equall parte of the said wasts mores comons Royalties comodities advantages & appurtenances thereunto belonging, According to the rate of every severall tenements, According to which agreement the said Edward Darcy & Elizabeth his wief by ther sufficient deeds & other assurances & conveyances in the law have assured & conveyed the said manor or Lordship mesuages lands tenements & other the premisses with th appurtenances absolutely & entierly in all respects to the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires & assignes forever By reason wherof they the said Henry Laikland John Cockett Christopher Husband & William Tatham weer & yett are of the said manor or Lordship and other the premisses ioyntly Seazed of an absolute estate in Fee simple to the use & upon the trust & confidence aforementioned **And Wher** also att the tyme of the said purchase & conveyance made as aforesaid the

said Christopher Sailbank was Tenant of one mesuage & tenements with the appurtenances & diverse lands & grounds thereunto belonging in Stainford under bargh aforesaid and paid his ratable parte & porcon of mony for the purchase therof Amounting to the some of Two Hundreth & two poundsof lawfull English money **Now The** said Henry Laikland John Cockett Christopher Husband & Willm Tatham in performance & execution of the trust & confidence in them reposed as aforesaid **Have Granted** dymised & to Ferme letten And by these presents do grant dymise & to Ferme lett unto the said Christopher Sailbank **All Thatt** Foresaid mesuage & tenement with thappurtenances situate lying & being in Stainford under bargh aforesaid in the tenure and occupacion of the said Christopher Sailbank his assignee or assignes, And one close of ground called Sandrigg conteyning by estimacion two acres be it more or lesse, One other close of ground called Wuiktarnes conteyning by estimacion one acre be it more or less & the house therin standing, One other close of ground called Straigleholme conteyning by estimacon one acre & twenty peerches be it more or lesse, One other close of ground called Hoystrell conteyning by estimacion Three acres & two roods be it more or lesse One other close of ground called Forgrom conteyning by estimacion three roods be it more or lesse One parcell or dale of meadow ground called Easgill conteyning by estimacion Six roods be it more or lesse One other parcell or dale of meadow ground called Thorndalle conteyning by estimacion two acres & two roods be it more or lesse, And certeine other parcells of Arrable land & meadow ground now occupied had & used as parte parcell & belonging to the said mesuage lying & being in severall places in the fields conteyning by estimacion fower acres three peerches of field ground be it more or lesse And two roods Sixtene peerches & a half of wast ground be it more or lesse lying & being in the spring or haseld wood.. *[deletion]*..Fossebank Stylllybanke & the Spiers or other places about or in the towne or fields, And also Thirtie acres two roods & one & thirtie peerches of comon & pasture ground after the mesure ther used lying & being within three severall closes called Cattrigg close Sannatt close & the edge or out more, wich said closes grounds wasts comons & other the premisses above mentioned to be granted & dymised are lying & being within the towne fields precincts & terretories of Stainford under bargh aforesaid, And all houses barnes buyldings ortchards gardings woods & underwoods of the premisses above dymised grounds waters waies pathes profitts comodities advantages priviledges easaments & emolments whatsoever in Stainford under bargh aforesaid to the said mesuage & tenements & other the premisses above dymised & graunted & every or any of them now belonging or with & to the same now occupied used & had as parte & parcell therof by the said Christopher Sailbank his assignee or assignes, And also one whole & full parte of All rents perquisits of Courts Royalties liberties services profitts comodities casualties & other hereditaments whatsoever parcell of or belonging to the said manor or lordship of Sainford under bargh aforesaid into one & twenty parts to be divided (other then of the severall mesuages & tenements lands grounds comons wasts hereditaments) parcell of the said manor or lordship lands.....wasts grounds comons mores comodities & hereditaments used had & occupied in severaltie by any Tenant of any of the other mesuages & tenements parcell of the said manor or lordship as parcell of or belonging to any of ther said tenements and to...(them) To be granted assured & conveyed in forme aforesaid **To Have & To Hold** the said mesuage & tenement And all & singular other the premisses above in & by thes presents granted & dymised with thappurtenances & every parte & parcell therof to the said Christopher Sailbanke his executors administrators & assignes to the onely use & uses of the said Christopher Sailbanke his executors administrators & assignes

from the day of the date hereof for during & unto the full end of the terme of (?three) thousand yeres from thence next following & fully to be complett & ended without ympeachment of or for any ?maner of wast yeilding & paying therfore yerely during the said terme unto the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires & assignes one peper corne att the feast of Christmas onely if it be lawfully asked, **And The** said Henry Laikland John Cockett Christopher Husband & WillmTatham for themselves & every of them ther & every... ther heires executors & administrators do covenant & grant by thes presents to & with the said Henry Laikland John Cockett Christopher Husband & Willm Tatham their heires executors administrators & assignes & every of them in maner & forme following that is to say Thatt he the said Christopher Sailbanke his executors administrators & assignes & every of them shall or lawfully may from tyme to tyme & att altyme hereafter during the said term above mencioned peaceably and.....have hold occupie use possesse & enjoy the said mesuage & tenements & all & singular other the premisses above herein dymised with thappurtenances & every parte & parcell therof According to the true intent & meaning of these presents....without any lawfull lett sute troble eviction erecion expulcion disturbance or other incumbrance of the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires or assignes or of any of them And of any other person(or persons) whatsoever havinge or lawfully pretending to have or (claim) any thing right title interest estate use or demand whatsoever Off in or to the said mesuage & tenement & other the premisses above dymised with thappurtenances...in or to any parte or parcell therof, By from or under them or any of them by ther or any of ther Acts deeds meanes assents consents or procurements howsoever **And Thatt** they the said Henry Laikland John Cockett Christopher Husband & Willm Tatham and the survivor & survivors of them & ther & every of ther heires shall & will att all tyme & tymes hereafter upon request to them or any of them made by the said Christopher Sailbanke his heires executors ...administrators or assignes or any of them And att & upon his & ther onely costs & charges, Make do knowledge execute fynishe & suffer or cause to be made done knowledged executed fynished & suffred All & every such further Act & Acts thing & things estate or estates devise & devises assurances & conveyances in the lawe whatsoever as by the said Christopher Sailbanke his heires executors administrators & assignes or any of them or by his or ther counsell learned shal be reasonably required devised or advised for the...further establishing confirmyng assuring good & perfect suertie suermaking & conveying of the said mesuage & tenement & all other the premisses above herein dymised with thappurtenances & every parte & parcell thereof to the said Christopher Sailbanke his executors administrators & assignes for & during the terme above mencioned or the reversion & inheritance therof to him his heires & assignes forever or otherwise howsoever**And The** said Christopher Sailbanke for himself his heires...executors administrators & assignes doth covenant & grant to & with the said Henry Laikland John Cockett Christopher Husband & Willm Tatham & every of them ther & every of ther heires & assignes by these presents Thatt he the said Christopher Sailbanke his heires executors administrators & assignes & every of them shall & Will att altyme & tymes hereafter pay & beare his & ther equall parte & porcion accordinge to the rate & quantitie of the premisses to him herein granted of all detts chargs duties issues fines Amerciaments Seazures payments & taxations whatsoever hereafter in any maner or sorte to be imposed exacted taxed demanded charged levied or due to be paid by the said Henry Laikland John Cockett Christopher Husband & Willm Tatham or any of them ther or any of ther heires or assignes for or by reason of the said assurance or conveyance of the said

manor or lordship lands tenements & premisses to them to the uses & in trust as aforesaid or otherwise ... respect or by reason thereof howsoever And them & every of them thereof shall & will acquite discharge save harmelesse losseles & indemnified against all people **In Wyttnes** whereof the parties abovesaid to thes present Indentures interchangeably have sett ther sealles the day & yere first Above Written

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*on reverse:*

Sealled and delivered in the presence of

?Peter Watson

Anthony ?Watson

Bryan Bainbrigg

Gilbert Watson

George Heley .....?.....?..

**COWSIDE**  
**Post it No. 4 [5]**

Indenture 1600

*44x28cm – holes and decayed on folds and rt edge esp.*

**This Indenture** made the Eightenthe day of Novembre in the Thre and Fortiethe yeare of the Reigne of our Sovraigne Lady Queene **Elizabeth** by the grace of god of englande Fraunce and Irelande Defender of the Faithe etc. 1600 **Betwen** William Kydsonne alias Sailbancke of Stainford under barghe within the Countie of York Carpenter of the one partie And Christopher Sailbanck of the same Stainforde within the said Countie Yoman and James Sailbanck sonne of the said Christopher Bachellor of thother partie **Wittnessthe** That the said William Kydsonne for & inconsideracion of the some of Fowertene pounds of lawfull englishe money to him By the said Christopher Sailbancke & James his sonne or thone of (them) before ther seallinge and deliverie herof trulie paied & contented wherof and wherwith the said William Kydsonne alias Sailbancke acknowledgethe himself Fullie satisfied & contented and the saide Christopher Sailbanck and James his said sonne & other of them their executors administrators and assignes and everie of them therof and of everie part and parcell therof clearlie acquitted exonerated and dischargede for ever by these presents **Hathe grantede** Barganede Soulde assignede letten and settover and by these presents the saide William Kydsone alias Sailbanck dothe graunte bargane sell assigne lett and settover unto the said Christopher Sailbanck and James Sailbanck his said sonne to their & either of their heirs executors administrators and assignes All that one Close of grounde called by the name of Calvehouse, Conteyninge by estymacon Five Roods of grounde more or less And all watters wattringe places wayes pathes myres easments priviledges libertes profitts comodities advantages emolyments and appertenances and all wooddes underwooddes walles and fences to the said Close of ground belonging or in anye wiese apperteyninge, In as large and ample maner and forme as the said William Kydsonne alias Sailbanck hadd or hathe the said Close of ground called Calvehouse and other the premisses by graunt and sufficiente assurance in the lawe bearing date the Eighte daie of April, 1596, of and from Henrye Laiklande John Cockett Christopher Husbände and William Tatham who had the same emongst other things assurede to them in trust and confidence By Edwarde Darcy Esq and Elizabeth his wieff to th use of the saide William Kydsonne alias Sailbanck as by severall conveyance and assurance lawfullie executed thereupon emongst other things at large it dothe and may appeare Together with all the whole right title entereste estate use possession occupacon clayme and demande of him the said William Kydsonne alias Sailbanck of in and to the said Close of grounde and other the premisses and to everie part and parcell thereof **To have and to houlde** the saide Close of grounde called Calvehouse and all other the premisses above herin granted Barganede and settover with th appurtenances to the saide Christopher Sailbancke and James Sailbanck his said sonne their heirs executors administrators and assignes from the daye of the date of these presents for duringe and unto the full ende and terme of Nyne hundrethe Fowerscore and Fyftene yeaes from thence next and ymediatlie following and fullie to be complete and endede withoute ympeachment of or for anye maner of waste and for the yearlie rente of one peper corne to be paiede at the Feast of Christemasse yf it be lawfullie asked **And the** said William Kydsonne alias Sailbanck for himself his heirs executors administrators & assignes dothe Covenante and graunte by these presents to and with the said

Christopher Sailbancke and James Sailbancke his sonne their heirs executors administrators and assignes and everie of them in (maner) and forme followinge, That is to saie, That they the said Christopher Sailbanck and James Sailbancke his sonne their heirs executors administrators and assignes shall and maye lawfullie att all tyme and tymes herafter during the foresaid terme of yeares peaceable and quietlie here .. *[hole]*.. use possesse and enjoye the said Close of grounde called Calvedhouse and all other the premisses above graunted with th appurtenances and everie part and parcell therof accordinge to the true intent..*[hole]*.. and meneings of these presents & of the parties to the same without anye lawfull lett sute trouble molestacon evicion erection disturbance or other encombrance whatsoever of the said Edwarde Darcy & Elizabeth his wieff or other of them their or other of their heirs and of the said Henry Laiklande John Cockett Christopher Husbände and William Tatham and of him the saide William Kydsonne alias Sailbanck or any of them their & everie or anye of their heirs executors administrators or assignes and of everie other persone and persones whatsoever haveinge or pretendinge to have anye lawfull right title enterest estate use clayme possession or demaunde whatsoever of in or to the saide & other the premisses or anye part or parcell therof by from or under them or anye of them or by or under their or anye of their acts dedes estates meanes consents agreements assignements or..... howsoever And clearlie acquitted exonerated dischargd or sufficientlie savede & kept harmlesse & lossless duringe the aforesaid terme of yeares to the said Christopher Sailbanck & James Sailbancke his sonne their heirs executors administrators & assignes of & from all maner of other barganes sales gyfts grants leases dowers feoffments intails title condicions morgags forfeiture statute chardges troubles and encombrances whatsoever heretofore had made comytted or done or hereafter to be had made comytted or done by them or anye of them in anye wiese **And also** that yf it shall fortune herafter the revercon & inheritance of the said Close of ground called Calvehouse and other the premisses to be conveyed & assurede to the said William Kydsonne alias Sailbanck his heirs executors administrators or assignes, That then the said William Kydsonne alias Sailbanck his heirs executors or assignes having thestate of inheritance therin as afoursaid shall and will upon request to them or anye of them to be made by the saide Christopher & James or other of them their heirs executors or assignes and upon their or other of their costs and chardges in the lawe, sufficientlie conveye and assure the said revercon and inheritance of the premisses in all respects to the said Christopher and James Sailbanck to their heirs executors & administrators & assignes so demanding the same for ....., in and by suche estate & assurance as the said Christopher Sailbancke and James Sailbancke his said sonne or other of them their heirs or assignes or his or their or anye of their learnede counsell shall reasonable requier or devyse dischargd of all encumbrance as aforesaid And the said Christopher Sailbancke and James Sailbancke his said sonne for them selves their heirs executors and assignes doe Covenante & graunte to & with the said William Kydsonne alias Salbancke (his heirs) executors and assignes by these presents That they the said Christopher and James Sailbancke their heirs executors or assignes shall & will at all tymes herafter duringe the foresaid terme upon reasonable (demand pay) and beare his & their rateable parte of all galds leyes Sessments payments and taxacons to the ?kinge Quenes majestie & in neighbourhead rateable for fyve roods of grounde as the said William Kydsonne (his) executors or assignes and others the inhabitants of the said Stainforde or the greater part of them shall pay and beare for so muche ground ther and no more nor otherwiese And also that the said William Kydsonn alias Sailbanck his executors administrators & assignes shall further assure the premisses & everie

party of at any tyme hereafter unto thesaid Christopher & James Sailbanck their heirs  
executors or assignes in such sorte as they or anye of them (shall) reasonable devyse  
or requier within the terme of Five yeares according to the true meaning here**In**  
**wittnesse** wherof to this Indenture interchangeably the said William Kydsonne alias  
Sailbanck hath put his seall & signe the day and yeare first above written

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*(on the back)*

Sealled signed and delivered in the sight and

presence of us :

Thomas ?Lakeland

William Laikland

Robert Laikland

?Christopher Sailbanck

and Brian Bainbrigg

? with others

## COWSIDE

### Post it No. 30 [40]

Indenture 1634

*56x29cms – fragile and decayed – holes and torn left hand side esp.*

**This Indenture made** the first day of October in the Tenth Yeare of the Reigne of our Sovereigne Lorde **Charles** by the grace of god Kinge of England Scotland Fraunce and Ireland Defender of the faith etc Anno Domini /1634 **Betweene** Thomas Armitstead of Stainforth under bargh in the Countie of Yorke yeoman of the one partie and John Armitsteade of Knight Stainforth in the said Countie of Yorke yeoman one of the sonnes of the said Thomas Armitsteade on the other partie **Witnesseth** that the said Thomas Armitstead for Dyvers good causes and consederacons him hereunto movinge but of....?.. for and in consederacon of the some of One hundreth pounds of good and lawfull money of England to him contented and paid before th ensealinge and deliverie heareof by the hands and payment of the above said John Armitstead whereof he doth acknowledge the receyt And therof and of everie parte and parcell thereof he doth freely clearly and absolutely release exonerate acquite & dischargde the said John Armitstead his executors Administrators and assignes and everie of them for ever by these presents, **Hath demised**, granted, barganed, assigned, letten, conveyed, and settover, And by these presents doth fully (freely) and absolutely Demyse, graunt, bargaine, assigne, lett convey, and settover and clearly confirme to the said John Armitsteade his executors and assignes **All that** the moitie and thone halfe of all that Mesuage and dwellinge house wherein the said Thomas Armitstead now dwelleth situat and beinge in Stainforth under bargh aforesaid, and the moitie or thone halfe of the soyle or ground wher upon the said house now standeth and the moitie or thone halfe of one callgarth or garden adioyning to the north syde of the same house, And all liberties and freelegs belonging to the same And also the moitie or th one halfe of the parte and porcion of the said Thomas Armitstead of, in, and to, the towne killne situat and beinge in Stainforth under bargh aforesaid And also all that one close inclosure and parcel of inclosed ground comonly called and knowne by the name of Wintertarnes set lying and beinge within the territories of Stainforth under bargh aforesaide conteyninge by estimacion Two Acres of ground be it more or less, And also all that one other close inclosure and parcell of inclosed ground called and knowne by the name of Purse conteyninge by estimacion one Acree of ground be it more or less, and also one house standing and beinge in the same, And also all that (one )other Close inclosure and parcell of inclosed ground, adioyninge to the said close called the Purse, and is called and knowne by the name of the intacke conteyninge by estimacion one Acree of ground be it more or less and all..(*hole + tear*)... liberties easements Freelegs and appurtenances belonging to the said severall Closes, or to eyther of them, And wich said closes are situat lying and beinge within the lordshipp towne fields or territories of (Langcliffe) all that one other parcell of ground conteyninge by estimacion Nyne acres of ground be it more or less, lying and being within the territories of Stainforth under bargh afforesaid and lyinge and being there within one Close called and knowne by the name of Browne Bancke and wich was some tyme parcell of a greater inclosure called Cattrigg Close, All wich said premisses are now in the occupation of him the said Thomas Armitstead his assigne or assignes (*tear*).. all and singuler wayes pathes watters wattercourses liberties easements profitts and



**COWSIDE**  
**Post it No. 40 [49]**

Receipt 1696  
(23x17.5cm)

Received this twenty second Day of February Anno Domini 1696 By me John Armitstead of Stainforth under Bargh in County Ebor Yeoman of Christopher Browne of Stainforth aforesaid Yeoman the full & whole and Just Sume of Forty foure pounds one Shilling & Sixpence wich with Eighty five pounds Eighteene Shillings & Sixpence formerly received makes in full for the purchase money of a Certaine Messuage or tenement in Stainforth aforesaid and Certaine Lands thereto belonging lately purchased by the said Christopher Browne of me the said John Armitstead and infull of all reckonings Debts Dues & Demands whatsoever Due to me from the beginning of the world till this Day Wittnesse my hand the Day & Yeare abovesaid

test: (William)..... *partially erased*

William Lakland

John Paleye

John Armitstead

*On reverse – in  
the same hand:*

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John Armitstead  
receipt for the purchase money of the house & lands I bought of him in Stainforth

## COWSIDE

### Post it No. 41 [50]

Indenture of Lease 22/1/1696 - with bond pinned centre bottom  
72x54cms- damaged/ holed on folds – areas of faded/flaking ink – 2 seals(J.A)

**This Indenture** Made the twenty Second day of January in the Eight yeare of the Reigne of our most Gracious Sovereigne Lord William the Third by the Grace of God of England Scotland France and Ireland King Defenders of the faith etc. And in the yeare of our Lord God One Thousand Six hundred Ninety Six **Betweene** John Armitstead of Stainforth under Bargh in the County of Yorke yeoman of the one parte and Richard Lawson of Langcliffe in the County aforesaid yeoman and Thomas Lawson of Giggleswicke in the County aforesaid Gent & Feoffees or friends in trust of the other parte **Witnesseth** that the said John Armitstead for and Consideracion of the Sume of Seaventy Five pounds of Lawfull English money to him in hand payd by them the said Richard Lawson & Thomas Lawson att and before the sealing and delivery of these presents the receipt whereof he doth hereby acknowledge & thereof & of every parte and parcell thereof doth fully freely clearly & absolutely acquitt free & discharge them the said Richard Lawson & Thomas Lawson theyr executors administrators & assignes **Hath Demised** granted bargained sold aliened assigned & sett over and by these presents doth for & from himself his heysr executors & Administrators & every of them fully freely clearly & absolutely Demise Grant bargaine sell aliene assigne sett over & confirme unto them the said Richard Lawson & William Lawson theyr executors administrators & assignes **All** that one Close Inclosure or parcell of Inclosed pasture ground comonly called and knowne by the name of Goscarr head conteyning by estimacon Nine acres or thereabouts bee the same more or lesse and allsoe all and singuler the ways paths passages waters watercourses watering places woods underwoods walls hedges fences ditches libertys easements profits priviledges comoditys advantages emoluments hereditaments & appurtenances whatsoever to the same belonging or accepted reputed used occupied possessed enjoyed Deemed taken or knowne to bee as parte parcell or member or therof or of any parte or parcell thereof all which said premisses are situate lying and beeing within the Townshipp precincts & territories of Stainforth under Bargh aforesaid & nowe in the Actuell possession of him the said John Armitstead his Tennant or Tennants assignee or assignes Together with all and Singular the Deeds writings evidences miniments & escripts whatsoever which he the said John Armitstead hath or can procure without suite in Law touching or concerning the premisses onely & noe other **To have and to hold** the said Close or parcell of Inclosed ground called Goscarr head & all and singular other the above granted & Demised or mencioned & intended to bee granted & Demised premisses and every parte and parcell thereof with theyr and every of theyr rights members & appurtenances unto them the said Richard Lawson & Thomas Lawson theyr executors administrators & assignes & the survivor of them his executors administrators & assignes as Feoffees or friends in trust to and for the only proper uses behoofes limitacions & purposes hereafter mencioned and expressed and to & for noe other use behoofe intent limitacion or purpose whatsoever that is to say that they the said Richard Lawson & Thomas Lawson theyr executors & administrators and the survivor of them his executors & administrators shall stand & bee possessed of all and Singular the above granted & Demised or mencioned & intended to bee granted & Demised premisses & every parte & parcell thereof with theyr and every of theyr

rights members & appurtenances to the use behoofe most benefitt & advantage of Richard Clapham of Knight Stainforth in the County aforesaid and Ann his nowe wife and the Survivor of them for & during the Terme of Ninety Nine years in Case they or either of them shall soe long live and from and after the death and decease of them the said Richard Lawson & Thomas Lawson theyr executors & administrators and the survivor of them his executors & administrators shall stand & bee possessed of & in the above granted & Demised or mencioned & intended to be granted & Demised premisses & every parte & parcell thereof with theyr and every of theyr right members & appurtenances to the use behoof most benefitt and advantage of the executors Administrators or assignes of them the said Richard Clapham & Ann his wife or the survivor of them for during & unto the full end and expiration of the terme of Seaven hundred years then next comeing fully to bee Compleat & ended and after the end & expyration of the said Terme of Seaven hundred years then for and dureing the residue & remainder of all such other Terms & numbers of years as shall bee then unspent and to come in the same **Yeilding** and paying therefore yearly & every year dureing all the said severall Terms & numbers of years unto the Chiefe Lord or Lords of the Fee or Fees of the premisses the annuall or yearly rent of one pepper corne *..[deletion]..* att the feast day of *..[deletion]..* St Martin the (Bishop) *..[deletion]..* in winter upon Lawfull demand And doeing & dischargeing all other dues dutys suites and services as shall henceforth grow due for or in respect of the premisses or any parte or parcell thereof **And** the said John Armitstead for himself his heys executors & Administrators doth Covenant promise suit and agree to and with them the said Richard Lawson & Thomas Lawson theyr executors and administrators & the survivors of them his executors & administrators that he the said John Armitstead at the very time of the Sealeing and delivery of these presents is and standeth for ever Lawfully possessed of Interested in & intituled unto all and singular the abovegranted and Demised or mencioned and intended to bee granted and Demised premisses and every parte & parcell thereof with theyr and every of theyr rights members and appurtenances that he hath in himselfe full power good right and Lawfull authority to grant Demyse enfeoffe and Confirme the same unto them the said Richard Lawson and Thomas Lawson theyr executors and administrators and the survivor of them his executors & administrators in manner and forme aforesaid and that it shall and may bee Lawfull to and for them the said Richard Lawson and Thomas Lawson by force & vertue of these presents to enter unto and upon all and singular the above granted enfeoffed & Demised or mencioned & intended to bee granted enfeoffed and Demised premisses and every parte and parcell thereof with theyr and every of theyr rights members and appurtenaces and peaceably and quietly have hold use occupye possesse and enjoy the same and receive and take the rents Issues and profitts thereof and of every parte and parcell thereof to the uses behoofs intents limitacions and purposes before mencioned & expressed & to noe other use intent or limitacion or purpose whatsoever without the lett suite trouble molestacion eviccion ejection denyall hinderance or Incumbrance whatsoever of him the said John Armitstead his heys executors & administrators or any of them or of any other person or persons whomsoever And that free and cleare and freely and clearly acquitted exonerated and discharged or otherwise from time to time and att all times hereafter well and sufficiently saved kept harmlesse & Indemnified by him the said John Armitstead his heys executors & administrators and every of them of and from all and all manner of former and other bargains sales gifts grants Lease and Leases mortgages Joyntures Dowers and tytle of Dowers Statute merchant and of the Staple recognizances extents Judgements executions wills Intayls rents arrearages of rents

fynes forfeitures Issues & amerciaments and of and from all and singuler other the Acts estates tythes charges troubles expenses and Incumbrances whatsoever the rents dues dutys suites and ensuites before mencioned onely excepted **And** the said John Armitstead for himselfe his heyres executors and administrators doth further Covenant promise grant and agree to & with them the said Richard Lawson and Thomas Lawson theyr executors & administrators and the survivor of them his executors and administrators that he the said John Armitstead his heysr executors & administrators ..[hole].. them shall and will att any time hereafter dureing the ..... of Tenne years now next comeing att and upon the reasonable request and att the costs...[hole]...in the Law of them the said Richard Lawson & Thomas Lawson theyr executors or administrators or the survivor of them his executors or administrators ....[hole]...knowledge levy execute and suffer or (cause) to bee made done (knowledged) levied executed & suffered all and (every) theyr further Lawfull and reasonable ..[hole].. thing and things Devise & Devises assurances & Conveyances in the Law whatsoever for the further better and more perfect assurance surety sure makeing and Conveying of all and singuler the above granted enfeoffed & Demised or mencioned & intended to bee granted or feoffed & Demised premisses with theyr and every of theyr rights members and appurtenances unto them the said Richard Lawson & Thomas Lawson theyr executors & administrators & to the survivor of them his executors & administrators to the use intents limitacions & purposes before mencioned Fyne or Fynes recovery or recoverys with single or double Voucher or Vouchers Feoffment or Feoffments Deed or Deeds Inrold or not Inrold thInrolment of these .... Release & Confirmacion or by any other ways or meanes whatsoever As by them the said Richard Lawson and Thomas Lawson theyr executors & administrators or the Survivor of them his executors & administrators or any of them theyr or any of theyr Councill learned in the Law shall bee Lawfully & reasonably Devised advised or required **In witnesse whereof** the partys abovesaid to these present Indentures Interchangeably have sett theyr hands and seales the daye and yeare first above written

[signed + sealed]      John Armitstead

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*Attached Bond – first in latin - £140*

The condicion of this Obligacion is such that if the above bounden John Armitstead his Heires Executors and Administrators and every of them doe from time to time and att all times hereafter well and truly stand to observe performe fullfill and keepe all and singuler the Covenants Promises Grants Condiciones Clames provisees and agreements whatsoever which on the part & behalfe of the said John Armitstead his Heires Executors and Administrators or any of their parts and behalves are and ought to bee observed performed fullfilled and kept specified and Declared in one Indenture of Lease made between the above bounden John Armitstead on the one part and the above named Richard Lawson and Thomas Lawson on the other parte beareing even Date with the abovesaid Obligacion And that according to the true Intent of meaning of the said Indenture that then this Obligacion to bee voyd and of none effect else in force

Sealed signed & delivered in the presence of us the same being first stamped according to Law.

John Lakeland

?Richard Paleye

William Lakland

John Paleye

John Armitstead (*seal*)

*On the back:*

In Armitstead Indenture of Lease  
to Richard & Thomas Lawson in trust  
for Richd. Clapham etc 1696

*and:*

Seald & Signd & Deliv'd in the Presence  
of us the same being first Stamp'd  
according to Act of Parliament  
John Lakeland  
Richd. Paleye  
William Lakland  
Jno. Paleye

**COWSIDE**  
**Post it 118 [14]**

Bond 11<sup>th</sup> October 1664

*30x13cms – very crumpled, holes, rt hand side esp. damaged and faded.*

*Firstly in Latin – 11<sup>th</sup> October 1664 between ‘Thomas Frankland de Brazen-nose Colledge in Oxonia Baccular’ & ‘ Robert Browne de Stainford under Bargh Yeoman’ sum of money is illegible/torn – possibly septuaginta (70)*

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The Condiçion of the above written Obligaçion is such, That if the above bounden Thomas Frankland his heires, executors & administrators & every of them doe well & truely at all tymes hereafter, & from tyme to tyme observe, performe, fullfill and keep all & singular the Covenants, promises, grants, agreements, conclusions, condicons and things whatsoever which on his & their parte & behalves are or ought to be observed, performed, fullfilled, and kept ..(con.(hole)..ized).. and written in one pare of Indentures bearing date (with) the Obligacon above written, made, sealed & delivered ..(betwixt).. the above bounden Thomas Frankland on the one partye & th above named Robert Brown on the other partye, .. (according).. to the true intent, ..(purport).. and meaning of the said Indentures and partyes to the same. That then the Obligaçion above written to be utterly voyd & of noe effect, or else to Stande, remain & be full power force & vertue

*signed on bottom band:* Tho.Franckland

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*6 signatures on the back – mostly illegible:-*

sealed signed & delivered in the  
presence and sight of:  
J.....Towley?  
Jefhery Shacker?  
Richard Mitchell  
Tho Leeming

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## **COWSIDE**

### **Post it No. 121 [47]**

Indenture 1676 - with bond pinned at bottom left

*55x30cms – stout parchment, ink slightly flaking – 1 part seal attached*

**THIS INDENTURE MADE** the fiveth day of Januayrie the twenty eight year of the Raigne of our Sovereigne Lord Charles the second by the grace of God of England Scotland France and Ireland King Defender of the faith etc. Annoqus Domini 1676 **BETWENE** Thomas Coate and Edmund Coate both of Studfold in the parish of Horton in the County of Yorke yeomen of the one parte And Christopher Browne of Stainforth under bargh in the County aforesaid yeoman of the other parte **WITNESSETH** that the said Thomas and Edmund Coate for and in Consideracon of the summe of six pounds five shillings of Lawfull English money to them in hand paid by the said Christopher Browne at and before the sealing and Delivery of these presents the receipt whereof they doe hereby acknowledge and thereof and of every parte and parcel thereof Doe fully freely clearly and absolutely acquit free and discharge him the said Christopher Browne his heysr executors and administrators and every of them forever by these presents **HAVE DEMISED** granted sold assigned and sett over and by these presents doe for and from themselves their executors & administrators Demise grant assigne sett over and confirme unto the said Christopher Browne his executors administrators and assignes All the one full moity or halfe of halfe [*sic*] of one full fith parte of all that Moore comonly caled and knowne by the name of Fawcett moore and penigent as the same is now boundred marked meared and sett forth from A place called Reapott down by a Wall side caled the over Dale wall to the grounds belonging the Blaikebanke and from thence all along the Dubbeside to A place caled Burbly gill foote and soe up Burbly gill to another place called Salters Leape and from thence up by A sike to an old fold at the Skirtt of penigent hill and Straight up to A place called the Waterpott and from thence straight up to the topp of penigent hill untill the meeting and adjoyning of the grounds there belonging to Horton aforesaid And the Moity of the halfe of one fifth parte of all the Moore groundes soyle of ground herbage bitt of Mouth and appurtenances contayned lying and being within the bounders marks and meares aforesaid The said Moore and grounds in five equall partes to bee Divided (Excepting one twelfth parte thereof formerly Demised) and the Comon of pasture reserved by Marmaduke Drake) which said premisses are lying and being within the precincts and territorys of upper hesledon alias Over hesledon And also free egesse and regesse with cart and carriage from the said premisses to a Close caled Moorehead alias edge alias Outmoore which is within the territorys and leading to Stainforth aforesaid And alsoe all and singular other ways paths passages waters commons common of pasture and turbary moores mosses profitts plivilidges heriditaments and appurtenances whatsoever to the said Demised premisses belonging or in any wise apertayning And all and Singular the Deeds Writtings and Evidences which they or either of them hath or can procure without suite in Law which doe only concerne the premisses And the true Coppys of all other Deeds which amongst other things doe concerne the same **TO HAVE AND** to hold the said Moity or halfe of halfe [*sic*] of the said fifth parte of the said Moore and all and singular other the premisses with theyr and every of theyr rights members and appurtenances (except before excepted) unto the said Christopher Browne his executors administrators and assignes from and imediately after the day of the Date hereof for during and unto the full end and expyracon of the terme of five

thousand years and that in as large ample and beneficiall maner to all intents and purposes as they the said Edmund and Thomas Coate hath or of right ought to have and enjoy the same **YEILDING** paying doing and Dischargeing all rents boones dues and services that shall henceforth grow or become proporconably due for and in respect of the premisses **AND** the said Thomas and Edmund Coate for themselves theyr heysr executors and administrators Doth joyntly and severally covenant promise grant and agree to and with the said Christopher Browne his executors administrators & assignes and to and with every of them by those presents in maner and forme following (viz:) That he the said Christopher Browne his executors administrators or assignes shall or Lawfully may by force and vertue of these presents enter into the said Demised premisses and the same with thappurtenances during the terme abovesaid peaceably and quietly have hold use occupy possesse and enjoy without the Lawfull lett suite trouble molestacon evicon ejecon Denyall hinderance or incumbrance whatsoever of Them the said Thomas and Edmund Coate or of any other person or persons whatsoever lawfully clayming **AND** that free and cleare of and from all and all maner of former and other bargains sales gifts grants Lease and leases joyntures Dowers and tyle of Dower wills intayls rents arerages of rents Statute merchant and of the staple extents judgments execucons fines issues and americiaments and of and from all other acts charges tytles troubles and incumbrances whatsoever (the rents dues and services henceforth growing due for and in respect of the premisses always excepted) **AND** further that they the said Thomas and Edmund Coate theyr executors or administrators or any of them shall and will at any time hereafter within the space of tenn years now next following at and upon the reasonable request and at the costs and charges in the Law of the said Christopher Browne his executors administrators or assignes make doe knowledge execute and suffer or cause to bee made done knowledged executed and suffered all and every such further and reasonable act and acts thing and things Device and Devices assurances and conveyances in the Law whatsoever for the further better and more perfect assurance surety suermaking and conveying of all and singular the above Demised premisses with theyr & every of theyr appurtenances unto the said Christopher Browne his executors administrators and assignes for the terme abovesaid Bee it by matter in fact or matter of record or by any other ways or means whatsoever as by him the said Christopher Browne his executors administrators or assignes or by his theyr or any of theyr Councill learned in the Law shall bee reasonably and Lawfully Devised or advised and required **IN WITTNESSE** whereof the partys above said to these present Indentures Interchangeably have sett theyr hands and seals the day and year first above written

Thomas Coate his marke

?Edmond Coate

*On reverse:*

sealed signed & delivered in the presence of us

John Proctor

James Browne

Anthony Wharfe

---

*Bond attached – in latin one side – ‘viginty libris’ – (£20)*

signed :

John Procter

James Browne

Anthony Wharfe

Thomas Coate his mark

Edmund Coate

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*on reverse:*

The Condiçion of this Obligacon is such That if the within bound Thomas & Edmund Coate they and each of theyr heysr executors & administrators doe from time and at all times hereafter well & truly observe performe fullfill & keep all & singuler the grants covenants and agreements which on the ...?... and behalfe are & ought to bee observed performed fulfilled Done & kept expressed in (two) Indentures of Demise bearing Date with these presents made between the said Thomas and Edmund Coate of the one parte and the within named Christopher Browne of the other parte & that in all things according to the true intent & meaning of the same That then this present Obligacon to bee voyd otherwise to bee abide & remayne in full power force & vertue