

Dated 30th May 1822

The Devises of Thomas
Clapham deceased
to
Mr Thos Carr

**Customary
Conveyance**
of Premises within the Manor of
Lawkland with Feizor
Com: Ebor

Stamped
ONE POUND TEN SHILLINGS

THIS INDENTURE made the Thirtieth Day of May in the Year of our Lord one Thousand Eight Hundred and Twenty-two BETWEEN Thomas Maudsley of Rome in the Parish of Giggleswick and County of York Gentleman and John Nicholson of Sandy Lands House in the Parish of Clapham in the County aforesaid Carpenter (Divisees in Trust under the last will and Testament of Thomas Clapham late of Feizor in the Parish of Clapham aforesaid Yeoman deceased) of the first part George Clapham of Hornby in the County of Lancaster Grazier (only son and heir at Law of Richard Clapham late of Austwick in the County of York Yeoman deceased) of the second part John Clapham of Wood Gill in the Parish of Clapham aforesaid Yeoman of the third part and Thomas Carr of Brunton House in the Parish of Clapham aforesaid Yeoman of the fourth part WHEREAS the said Thomas Clapham did sometime ago purchase of the said Richard Clapham deceased the Father of the said George Clapham the Croft or Parcel of Land called Youbers with the Appurtenances first hereinafter particularly mentioned and described but no Conveyance thereof was made or executed by the said Richard Clapham in his Lifetime to him the said Thomas Clapham but the said George Clapham hath agreed to join in a Conveyance thereof hereinafter mentioned AND WHEREAS by Indenture bearing Date the ninth Day of January one Thousand Eight Hundred and Twenty-One made between the said Thomas Clapham of the one part and the said Thomas Maudsley and John Nicholson of the other part the said Thomas Clapham for the Considerations therein mentioned Did grant Surrender and confirm unto the said Thomas Maudsley and John Nicholson and their Heirs (amongst other Tenements and Hereditaments) the Hereditaments and Premises hereinafter particularly mentioned and intended to be hereby granted surrendered and conveyed with the appurtenances TO HOLD the same unto the said Thomas Maudsley and John Nicholson their heirs and assigns for ever according to the Custom of the Manor of Lawkland aforesaid upon such Trusts Ends Intents and Purposes as the said Thomas Clapham should by his last Will and Testament duly executed give or devise direct limit or appoint and for want of such Gift direction or appointment in Trust for the said Thomas Clapham his Heirs and Assigns for ever AND WHEREAS the said Thomas Clapham by his last Will and Testament in Writing duly executed bearing Date the Eleventh Day of January One Thousand Eight hundred and Twenty-one amongst other things

therein contained gave and devised all and every his Messuages Buildings Lands Cattlegaits Tenements Hereditaments and Appurtenances whatsoever unto his Friends the said Thomas Maudsley and John Nicholson and the survivor of them and to the Heirs Executors and Administrators of such survivor in Trust as soon as conveniently might be after his decease to sell and dispose thereof and Apply the Monies arising from such Sale as therein mentioned And he did thereby further order and direct that no Purchaser or Purchasers of the said Premises or any part thereof should be obliged to see to the Application of his her or their Purchase Money or be answerable or accountable for the mis-application or non-application thereof but that the Receipt of the said Thomas Maudsley and John Nicholson and the survivor of them should be sufficient discharge to such purchaser or purchasers for the same to all Intents and Purposes whatsoever And the Testator appointed the said Thomas Maudsley and John Nicholson Executors In Trust of his said will and soon after departed this life without altering or revoking his said Will and the said Thomas Maudsley and John Nicholson have since duly proved the same in the proper Ecclesiastical Court within the Archdeaconry of Richmond in the Diocese of Chester as by Reference to the Probate Copy thereof will more fully appear AND WHEREAS at a court held in and for the Manor of Lawkland with Feizor aforesaid on the Fourteenth Day of June last past the said Thomas Maudsley and John Nicholson were found and admitted tenants to the Premises comprized in the above in part recited indenture upon the Trusts therein mentioned AND WHEREAS the said Thomas Carr hath lately contracted and agreed with the said Thomas Maudsley and John Nicholson for the absolute purchase of all the said Hereditaments and Premises hereinafter particularly mentioned at or for the price or Sum of Seventy-Eight Pounds and the said George Clapham at the request of the said Thomas Maudsley and John Nicholson hath agreed to join in the conveyance thereof in the manner hereinafter mentioned NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in Consideration of the sum of Ten Shillings of Lawful English Money by the said Thomas Carr to the said George Clapham in the Hand paid at or before the Execution of these Presents the receipt thereof is hereby acknowledged he the said George Clapham at the Request and by the Direction and Appointment of the said Thomas Maudsley and John Nicholson testified by their being Parties to and executing these presents and according to his Estate Right and Interest of and in the Hereditaments and Premises first hereinafter particularly mentioned and described and intended to be hereby granted Surrendered and conveyed with the Appurtenances HATH granted bargained sold aliened released surrendered and conveyed and by these presents DOTH grant bargain sell alien release surrender and convey unto the said Thomas Carr his heirs and assigns ALL THAT croft piece or parcel of Land called Youbers situate at Brunton House within and parcel of the manor of Lawkland with Feizor aforesaid formerly the Property of Richard Clapham deceased and sold by him to the said Thomas Clapham as hereinafter mentioned Together with the Rights Members and Appurtenances to the same belonging TO HAVE AND TO HOLD the said Croft of Parcel of Ground and premises hereinbefore mentioned and intended to be herby granted surrendered and conveyed with the Appurtenances unto the said Thomas Carr his Heirs and Assigns TO THE ONLY PROPER USE AND BEHOOF

of the said Thomas Carr his Heirs and Assigns for ever according to the custom of the Manor of Lawkland with Feizor under the Rents Suits and Services therefore due and of Right accustomed AND THIS INDENTURE FURTHER WITNESSETH that for the Consideration aforesaid and in Consideration of the Sum of Seventy-Eight Pounds of lawful English Money to the said Thomas Maudsley and John Nicholson in Hand also well and truly paid by the said Thomas Carr at or before the Sealing and Delivery of these Presents the Receipt whereof the said Thomas Maudsley and John Nicholson do hereby acknowledge and thereof do hereby acquit release and for ever discharge the said Thomas Carr his Heirs Executors Administrators and Assigns and also the said purchased premises THEY the said Thomas Maudsley and John Nicholson HAVE and each of them HATH granted bargained sold aliened released surrendered Conveyed ratified and confirmed and by these presents DO and each of them DOTH grant bargain sell alien release surrender convey ratify and confirm unto the said Thomas Carr his Heirs and Assigns ALL THAT the said Croft Piece or Parcel of Ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid together with its Appurtenances Also ALL THAT Messuage Tenement or Dwelling House called Brunton House with the Barn Stable and other Outbuildings Yard Garden and Appurtenances to the same belonging AND ALSO ALL THAT Croft or Parcel of Ground called Brunton Croft lying behind the said Messuage or Dwelling House All which said Hereditaments and Premises are situate lying and being within and parcel of the Manor of Lawkland with Feizor aforesaid and are now or late were in the tenure or occupation of the said Thomas Carr and his Undertenants or Assigns TOGETHER with the rights Profits Privileges Hereditaments and Appurtenances to the said Hereditaments and Premises belonging or in any wise appertaining or accepted deemed taken or known as parcel or member thereof AND the Reversion and Reversions Remainder and Remainders yearly and other Issues Rents and Profits thereof and of every part thereof AND all the Customary hold Estate Tenant-Right of Inheritance Use Trust Property Claim and Demand whatsoever both at Law and in Equity of them the said George Clapham Thomas Maudsley and John Nicholson or either of them of in to or out of the said Hereditaments and Premises AND also all Deeds Evidences Admittances and Writings solely or chiefly relating to the same premises in the Custody or *Power* of them the said George Clapham Thomas Maudsley or John Nicholson or which they or any of them can procure without suit TO HAVE AND TO HOLD the said Messuage Tenement or Dwelling House Buildings Closes and Parcels of Ground Hereditaments and Premises hereby or mentioned or intended to be hereby granted surrendered and conveyed with their and every of their Appurtenances unto the said Thomas Carr his Heirs and Assigns TO THE ONLY PROPER USE AND BEHOOF of the said Thomas Carr his Heirs and Assigns absolutely for ever according to the custom of the Manor of Lawkland with Feizor aforesaid YIELDING AND PAYING therefore yearly and every year unto the said Lord of the Manor for the time being the yearly ancient rent of Twopence Halfpenny and the yearly New Rent of Three Farthings and paying doing and performing all other Customary Rents Fines Dues and Services therefore due and of Right accustomed AND the said Thomas Maudsley John Nicholson and George Clapham Do

hereby for themselves severally and for their several and respective Heirs Executors and Administrators and not jointly or the one for the other or others of them expressly covenant and declare to and with the said Thomas Carr his Heirs and Assigns that they the said Thomas Maudsley John Nicholson and George Clapham (each covenanting as aforesaid) have not at any time herebefore made done committed or suffered or been Party or Privy to any Act Deed Thing or Matter whatsoever which can shall or may in any wise affect change charge alter or incumber the Hereditaments and Premises above hereby granted surrendered and conveyed or otherwise assured or intended so to be with the Appurtenances in the Title Estate or otherwise howsoever AND LASTLY inasmuch as the several Documents of Title hereinafter mentioned relate as well to the Title of the Hereditaments above hereby surrendered and conveyed as to other customary Tenements of greater value purchased by the said John Clapham who is entitled to the custody thereof He the said John Clapham doth hereby for himself his Heirs Executors and Administrators covenant promise and agree to and with the said Thomas Carr his Heirs and Assigns that the said John Clapham his Heirs Executors Administrators of Assigns or some of them shall and will at all times hereafter upon the reasonable request and at the Expence of the Said Thomas Carr his heirs or Assigns unless prevented by Fire or other inevitable accident produce and show forth as Occasion shall require unto him the said Thomas Carr his Heirs or Assigns or to his or their Counsel Attorney or Solicitor the above in part recited Indenture of the Ninth of January One Thousand Eight Hundred and Twenty-one And Also the several Deeds Evidences and Writings mentioned in the Schedule hereunder written for the better manifestation and proof of the Title of the said Thomas Carr his Heirs or Assigns to the Customary-hold Hereditaments and Premises above hereby granted surrendered and conveyed or otherwise assured and according to the true intent and meaning of these presents IN WITNESS whereof the said parties to these presents have hereunto set their Hands and Seals the Day and Year first above mentioned. The Schedule Above referred to 25th May 1762 Indenture between Richard Foster Henry Waddington and Thomas Hall of the first part Thomas Carr Gentleman of the Second part and John Clapham of the third part 7th July 1764 Indenture from the said John Clapham to Thomas Clapham his Son 30th July 1770 Indenture between the said John Clapham of the one part and the said Thomas Clapham his Son of the other part

Thos Maudsley

John Nicholson

Geo Clapham

Signed sealed and delivered (being first duly stamped) by the within mentioned Thomas Maudsley in the presence of

John Hartley
Chas Tindall

Received the day and year first within written of and from the within named Thomas Carr the sum of Seventy-Eight pounds the Consideration Money within mentioned to be paid by him to us Thos Maudsley

Witness to Thomas Maudsley

Signed sealed and delivered by the within named John Nicholson in the presence of

Wm Carr

Signing John Hartley
Chas Tindall

John Nicholson

Witness to John Nicholson

Signed sealed and delivered by the within named George Clapham in the presence of

John Hartley

Signing
Wm Carr

Manor of Lawkland with Feizor in the County of York

The Court Baron and Customary Court of John Abbotson Ingleby Esquire Lord of the said Manor holden at the House of Jonathan Walker in Austwick in and for the same Manor on Thursday the Twenty-second Day of May in the year of our Lord one Thousand Eight hundred and twenty-three

Be it remembered that at this Court before the Steward and Jury there open proclamation being made and no person gainsaying the same the within named Thomas Carr was admitted Tenant by virtue of the within written indenture from the within named Thomas Maudsley and John Nicholson of all the Customaryhold Tenements and Hereditaments with the Appurtenances thereto belonging within mentioned to be situate within and parcel of the said Manor and Holden of the Lord thereof by and under the yearly ancient Customary Rent of Two pence Halfpenny and the yearly new Rent of Three Farthings with other Dues and Services To hold the said Premises with Appurtenances Unto the use of the said Thomas Carr his Heirs and Assigns for ever According to the custom of the said Manor under the said yearly Rents And other Dues and Services

Ancient Rent - $2\frac{1}{2}$ s d
Fine $7\frac{1}{2}$

Richd Carr
Steward of the said Court

Dated 8th January 1831

Mr Thos Carr
To
Messrs Dudgeon and Carr

Conveyance of
Customaryhold Estates within
the Manors of Austwick and
Lawkland with Feizor to the
Use of his will.

Stamped
ONE POUND
FIFTEEN
SHILLINGS
YORKSHIRE
18 8 30

This indenture made the eighth day of January in the year of our Lord one thousand eight hundred And thirty one **Between** Thomas Carr of Brunton House in the Parish of Clapham in the County of York Yeoman of the one part and George Dudgeon of Settle in the County of York Gentleman and William Carr of Mealing Scale in the Parish of Clapham aforesaid Yeoman of the other part **Witnesseth** that the said Thomas Carr for the conveyance of his Customary Hereditaments situate within the several manors of Austwick and Lawkland with Feizor in the Parish of Clapham aforesaid to and for such Uses Intents and Purposes as are hereinafter expressed and declared and also for and in Consideration of the sum of Ten Shillings of lawful English Money to him in the Hand paid by the said George Dudgeon and William Carr upon or before the sealing and delivery of these Presents the receipt of which is hereby acknowledged **He** the said Thomas Carr **Hath** granted bargained sold aliened surrendered and confirmed and by these Presents **Doth** grant bargain sell alien surrender and confirm unto the said George Dudgeon and William Carr their Heirs and Assigns **All those** customaryhold Messuages Lands Tenements Hereditaments and Premises whatsoever of him the said Thomas Carr situate lying and being within the several Manors of Austwick and Lawkland with Feizor in the parish of Clapham aforesaid or either of them in whose

occupation soever the same or any part of the same may be **Together** with all and singular Houses
Outhouses Edifices Barns Buildings Stables Orchards Gardens Yards Fronts Backsides Lands
Meadows Moors Mosses Pastures Feedings Commons Common of Pasture and Turbary Ways Paths
Passages Waters Watercourses Liberties Easements Profits Privileges Hereditaments Appurtenancies
whatsoever to the said Customary Messuages Tenements Lands and Premises or any part thereof
belonging or in any wise appertaining or to or with the same now or at any time heretofore usually
occupied or enjoyed or accepted reported taken or known as part parcel or member thereof or of any
part or parts thereof **And** all the Customaryhold Estate Tenant Right of Inheritance Title Interest
Trust Property Claim and Demand whatsoever both at Law and in Equity of him the said Thomas Carr
of in to or out of the said Customary Hereditaments and Premises and every or any part thereof with
the Appurtenances **To have and to hold** the said Customary Messuages Lands Tenements
Hereditaments and Premises hereinbefore mentioned and intended to be hereby granted surrendered
and confirmed and every part thereof with their and every of their Rights Members and Appurtenances
unto the said George Dudgeon and William Carr their Heirs and Assigns for ever according to the
custom of the said several Manors **To and for such uses** intents and purposes upon such Trusts
and under and subject to such Powers Provisions Payments Limitations Restrictions and
Appointments as the said Thomas Carr shall in and by his last Will and Testament in writing under his
Hand and seal lawfully executed and attested express limit and declare of and concerning the same
and to and for no other Use Intent or Purpose whatsoever **By and Under** payment and
performance of the yearly Customary Rents Fines Dues Duties Suits and Services to the Lord or Lords
of the said several Manors respectively therefore due and of right accustomed **And** the said Thomas
Carr doth hereby nominate constitute and appoint Charles Ingleby John Watkinson Richard Clapham
and Robert Wills four Customary Tenants within the said several Manors of Austwick and Lawkland
with Feizor aforesaid or any one of them or any other Customary Tenant or Tenants within the same
several manors respectively to be his true and lawful Attornies jointly or severally to appear at the first

Court after the Decease of the said Thomas Carr or any subsequent Court then after to be holden in and for the said several Manors of Austwick and Lawkland with Feizor respectively and then and there in open Court before the respective Stewards and Juries thereof to acknowledge this indenture to be good lawful and absolute and make free and open surrender of all and singular the said Customaryhold Hereditaments and Premises with their Appurtenances unto the said George Dudgeon and William Carr their Heirs and Assigns for ever upon the trusts and to and for the uses aforesaid according to the Customs of the said several Manors of Austwick and Lawkland with Feizor respectively and the true intent and meaning of these Presents **In Witness** whereof the said parties to these Presents have hereunto set their Hands and Seals the day and year first above written The mark and Seal of

Thomas Carr

Signed sealed and delivered (being first duly stamped)
by the within mentioned Thomas Carr in the presence
of

Arthur Ingleby
John Hartley

Dated 15 June 1848

Manor of Lawkland
with Feizor

Admittance of John Carr
and Robert
Brown

Manor of Lawkland
with Feizor in the
County of York

The Court Baron and Customary Court

of Thomas Ingleby Esquire Lord of the said Manor holden at the
House of Robert Willis in Austwick in and for the said manor on
Thursday the Fifteenth day of June One Thousand Eight hundred and
forty-eight before

Christopher Ingleby
Steward there

At this Court it is found by the homage that John Carr of Lawkland
in the Parish of Clapham in the County of York Farmer and Robert
Brown of Austwick in the same Parish Shoolmaster are Tenants as
Devises in Trust under the Will of Thomas Carr late of Brunton House
in the Township of Lawkland aforesaid Yeoman bearing date the twenty
sixth day of August one thousand eight hundred and forty seven and
enrolled at this Court of all and every the messuages lands tenements
hereditaments and premiases with the appurtenances of which the said
Thomas Carr died seized within and parcel of this manor and held of the
Lord thereof under the yearly ancient Rent of two pence half penny and
yearly new rent of three farthings and other dues duties suits and services
To have and to hold the same premises with the appurtenances *u* unto
the said John Carr and Robert Brown their heirs and assigns for ever
according to the custom of this manor and upon this they desire to be
admitted tenants and open proclamation being made and no one
gainsaying They the said John Carr and Robert Brown are hereby
admitted tenants according to the custom of this manor upon the Trusts
nevertheless in the said will mentioned by

Ancient Rent d
Fine 2¹/₂
New Rent 7¹/₂
 0³/₄

Chris Ingleby
Steward

*Thos Carrs Trustees
to
Miss Elizabeth Carr
Conditions on
the sale of premises
at Brunton House
within the Manor
of Lawkland*

AT THE HOUSE OF *Mr Robert Camm the Cock Inn* in Austwick in the parish of Clapham in the County of *York*

Conditions for Selling by Auction. *by Messrs John Carr and Robert Brown the Trustees for sale appointed by and under the last Will and Testament of Thomas Carr late of Brunton House Yeoman deceased*

All that Messuage Tenement or Dwelling House called *Brunton House with the Barn Stable and other Outbuildings Yard Garden and Appurtenances to the same belonging Also all that Croft Piece or Parcel of Ground called and commonly known by the name Youbers situate lying and being at Brunton House aforesaid And also all that Croft or Parcel of Ground called Brunton Croft lying behind the said Messuage or Dwelling House all which said Hereditaments and Premises are situate lying and being within and Parcel of the Manor of Lawkland with Feizor aforesaid and are now in the tenure or occupation of Thomas Cragg Together with the rights members and appurtenances to the same belonging*

The premises are offered subject to the payment of *the yearly Ancient Rent of Two pence halfpenny and New Rent of three farthings to the Lord of the Manor of Lawkland* and to the payment of all such other rents or proportion of rents, and to the performance of such suits and services (if any) to which the same are legally subject or liable

The vendors reserve to *themselves* the liberty of offering the premises for sale either *altogether* or *separately in lots* as *they* shall think proper, as often as *they* please and in each case each bidder must abide by his bidding.

The highest bidder for the above premises, at or after the same shall have been offered to the highest bidder shall be the purchaser thereof, and if any dispute arise between two or more bidders, the premises shall be put up for sale again at the last undisputed bidding, and no person shall retract or countermand his bidding, or advance less than *£two* at each bidding.

The purchaser shall also (if required) immediately after the sale pay to the vendor or *their* Solicitor, a deposit after the rate of ten pounds per centum upon the whole of the purchase money, and in part payment thereof, and shall pay the remainder of his purchase money on the *seventeenth* day of *February* next at the office of Mr. Ingleby, Solicitor, Settle, at which time and place the vendors will procure the conveyance of the said premises, duly executed, to be delivered to the purchaser, or as he may appoint; but all such deeds of conveyance shall be prepared by and at the expense of the purchaser, who shall tender, or leave the same for execution, at the office of Mr Ingleby *one week* previous to the time appointed for the completion of the purchase; all the assignments of outstanding terms whatsoever, whether the same have or have not been already assigned to attend the inheritance, and all assurances necessary for discharging the premises from any dower, mortgages, or other incumbrances, affecting the same (if any such there be) and all acknowledgements of deeds by married women, certificates thereof, Commissioners fees, affidavits and expenses incident which may be required, shall be prepared, procured and borne by the purchaser at his own expense.

If from any circumstance whatsoever the completion of the purchase shall be delayed beyond the *said seventeenth day of February next* the purchaser shall pay interest on the purchase money at the rate of 5 pounds per centum per annum from that day till the completion of the purchase.

The purchaser shall enter into possession of the premises hereby offered for sale, *as to the two crofts on the said seventeenth day of February next and as to the Buildings on the twelfth day of May now next ensuing* or into the receipt of the rents and profits thereof from and after the *said twelfth day of May next* up till the time the vendor shall receive the same.

The vendors shall at *their* own expense (if required) within *ten days* from the date hereof, deliver an abstract of *their* title to the premises now offered for sale, and shall deduce a good title thereto subject to these conditions,

but if the purchaser or *his* solicitor shall not within *one week* after the delivery of the abstract state to the vendors' solicitor (in writing) some valid objections to the title he shall be considered as accepting the same, and all objections not delivered by that time shall be considered as waived.

The purchaser shall not require any evidence of title *to the said premises now offered for sale anterior to a conveyance dated the thirtieth day of May 1822 and made between Thomas Maudsley and John Nicholson of the first part George Clapham of the 2nd part John Clapham of the 3rd part and Thomas Carr of the 4th part in which said indenture is contained a covenant on the part of the said John Clapham for the production of the several indentures hereinafter mentioned (that is to say)*

25th May 1762 indenture between Richard Foster Henry Waddington and Thomas Hall of the first part and Thomas Carr Gentleman of the second part and John Clapham of the third part 7th July 1764 Indenture from the said John Clapham to Thomas Clapham his Son

30th July 1771 Indenture between the said John Clapham of the one part and the said Thomas Clapham his son of the other part

9th January 1821 Indenture made between the said Thomas Clapham of the one part and the said Thomas Maudsley and John Nicholson of the other part

All copies of admission, or extracts therefrom, attested, office or other copies of, or extracts from any deeds wills or other documents, and all administrations, certificates of births, marriages, or deaths, proofs of survivorship, heirship, or intestacy, that may be required for verifying the abstract, or otherwise, shall be searched for, made, and procured at the expense of the party requiring the same.

If any mistake or error shall be made in the description of the premises, or any other error shall appear in the above particulars, such mistake or error shall not annul the sale, but a compensation or equivalent shall be given or taken as the case may require: such compensation to be settled by two referees, (one to be chosen by the vendor and the other by the purchaser,) within twenty days after the discovery of the error, or their umpire, such umpire to be chosen by the referees before they enter upon the business.

If the purchaser shall neglect or refuse to comply with these conditions his deposit money shall be forfeited to the vendors, who shall be at full liberty either to compel a specific performance of this sale, or to declare the same void, and re-sell the premises, and the deficiency of price which may take place upon such re-sale (if any) together with the costs and charges attending the same, shall be made good to the vendor by the purchaser at this sale, and in case of non-payment thereof, upon demand, shall be recoverable by the vendor as and for liquidated damages, and it shall not be necessary previously to tender a conveyance to the purchaser.

The vendor and purchaser shall, on demand, of either party, within fifteen days from the date hereof enter into and execute articles of agreement, pursuant to the foregoing conditions, upon a proper stamp, such agreement to be prepared by the solicitors for the vendor, at the expense of the purchaser, or the vendor may, at any time hereafter, procure these conditions to be stamped at the expense of the purchaser.

Be it remembered, that *Elizabeth Carr of Thingwall Hall in the Parish of Childwall in the County of Lancaster Spinster* having bid the sum of *One hundred and twenty pounds* for the said premises, is declared and hereby agrees to become the Purchaser of the same at that sum under and subject to the before-written Conditions of Sale; and *the said John Carr and Robert Brown* hereby agree to accept the said *Elizabeth Carr* as the Purchaser As witness the hands of the said Parties, the Day and year first hereinbefore written.

Witness *Chris Ingleby*

Elizabeth Carr

his

John X Carr

mark

Robert Brown

Dated 17th February 1852
Messrs John Carr and
Robert Brown and others
To
Miss Elizabeth Carr

Conveyance of Hereditaments and Premises
situate at Brunton House within the Manor of
Lawkland with Feizor in the County of York

George Hartley
Settle

Stamped
TWELVE
SHILLINGS
& SIX
PENCE
SETTLE
18 10 50

This indenture is made the seventeenth day of February One thousand eight hundred and fifty two

Between John Carr of Austwick in the Parish of Clapham In the County of York Yeoman and Robert Brown of Austwick aforesaid Schoolmaster of the first part William Carradice of Austwick aforesaid Sawyer and Susannah Carradice his Wife formerly Susannah Carr Spinster of the second part Christopher Leech of Long Preston in the said County Yeoman and Ann Leech his Wife formerly Ann Carr Spinster of the third part Matthew Dugdale of Rilston in the said County Farmer and Mary Dugdale his Wife formerly Mary Carr Spinster of the fourth part Robert Carr of Penny Bridge near Ulverston in the County of Lancaster labourer of the fifth part Robert Wilson of Austwick aforesaid Stone Mason and Margaret Wilson his wife formerly Margaret Carr Spinster of the sixth part John Grime late of Preston in the County of Lancaster but now of Shoemaker and Isabella Grime of Preston aforesaid his wife formerly Isabella Carr Spinster of the seventh part Thomas Carr of Crossthwaite Green near Cartmell in the County of Westmoreland Butcher of the eighth part John Carr of Cracoe in the Parish of Burnsall in the County of York aforesaid Innkeeper of the ninth part William Carr of Cattledealer of the tenth part and Elizabeth Carr of Thingwall Hall Knotty Ash near Liverpool in the County of Lancaster aforesaid Spinster of the eleventh part **Whereas** Thomas Carr late of Brunton House in the Township of Lawkland in the Parish of Clapham aforesaid Yeoman deceased was at the date of his Will and at the time of his decease hereinafter respectfully mentioned seized to him and his heirs for an Estate of Inheritance according to the custom of the Manor of Lawkland with Feizor in the said County of York of and in the Hereditaments and premises hereinafter described and intended to be hereby granted surrendered and conveyed **And Whereas** the said

Testator Thomas Carr made his last Will and Testament bearing the date the twenty sixth of August One thousand eight hundred and forty seven whereof he appointed the said John Carr and Robert Brown Trustees and thereby gave devised and bequeathed to them their heirs and assigns All his Customary hold Messuages Lands Tenements Hereditaments and Premises being within the Manor of Lawkland and all his Monies Securities for Money Farming Stock household goods and Furniture and all his personal Estate and Effects whatsoever **To hold** unto the said John Carr and Robert Brown their heirs and assigns to and for the several uses trusts intents and purposes thereafter expressed and declared And after directing the payment of all his just debts and funeral and Testamentary expences the said Testator gave and bequeathed unto his Wife Susannah Carr the Sum of Five Pounds to be paid to her at his decease and the Annual Sum of Ten Pounds during her life or Widow Hood payable half yearly out of his Lands Tenements Monies and securities for Money and directed that immediately after the death or second Marriage of his said Wife his said Trustees their heirs and assigns should sell either by Public Auction or by private contract as to them might be thought most expedient or advantageous All his Messuages Lands Tenements Hereditaments and premises being in the Manor of Lawkland aforesaid and out of the money arising from such Sale and other his Money and Securities for Money the said Testator gave and bequeathed the following Legacies, namely unto his youngest daughter the said Susannah Carradice the Sum of Ten Pounds unto his Trustees the Sum of Ten pounds in order to pay off certain debts to that amount contracted by his said daughter and her husband and to his Son the said Robert Carr the Sum of Thirty Pounds in addition to an equal share of the remainder of the Monies to be divided amongst his other children and directed that the remainder of his Monies which should be left in the hands of his Trustees after discharging the forementioned debts Legacies and other payments should be equally divided amongst all his children except the said Susannah Carradice who was thereinbefore provided for and that his said Children including his Son Robert Carr should go share and share alike but that if any of his said children should die having lawful issue his or her share portion or Legacy should be equally divided amongst such issue if more than one but if one child that such child should be entitled to the whole of his or her deceased parents share portion or Legacy **And Whereas**

the said Thomas Carr died without altering or revoking his said Will on or about the twenty first day of December One thousand eight hundred and forty seven and the same Will was duly proved by the said John Carr and Robert Brown in the Prerogative Court of the Archbishop of York on the eighteenth day of April One thousand eight hundred and forty eight And Whereas at a Court held in or for the said manor of Lawkland with Feizor on the fifteenth day of June One thousand eight hundred and forty eight the said John Carr and Robert Brown were admitted Tenants as Devisees in trust under the said recited Will of the said Thomas Carr deceased of all and every the messuages Lands Tenements Hereditaments and Premises with the Appurtenances of which Thomas Carr died seized situate within and parcel of the said Manor and held of the Lord thereof under the yearly ancient customary rent of Two Pence halfpenny and the yearly new Rent of three farthings and other dues duties suits and Services nevertheless upon the Trusts and for the ends intents and Purposes in the

said Will mentioned **And Whereas** the said Thomas Carr the Testator died leaving Ten Children him surviving namely the said Susannah Carradice Ann Leech Mary Dugdale Robert Carr Margaret Wilson Isabella Grime Thomas Carr (party hereto) John Carr William Carr and Elizabeth Carr who were the only Children the said Thomas Carr ever had except a Son named _____ who died many years ago without having ever been married And Whereas the said Susannah Carr the wife of the said Thomas Carr the Testator departed this life on the eleventh day of December One thousand eight hundred and fifty one the Legacy of Five Pounds by the said will bequeathed to her having been paid to her in her lifetime and all arrears of the said Annuity of Ten Pounds by the same Will also bequeathed to her having been paid or satisfied up to the time of her decease as they the said John Carr and Robert Brown do hereby declare **And Whereas** the said John Carr and Robert Brown in pursuance of the Trusts and directions contained in the said recited Will of the said Thomas Carr deceased have since the decease of the said Susannah Carr put up for sale by Public Auction the Hereditaments and premises hereinafter described and intended to be hereby granted surrendered and conveyed at which Sale the said Elizabeth Carr was the Highest Bidder and became the purchaser thereof at the Price or Sum of One hundred and twenty Pounds **Now this Indenture witnesseth** that in consideration of the Sum of one hundred and twenty pounds of lawful Money of Great Britain to the said John Carr and Robert Brown paid by the said Elizabeth Carr upon or before the Execution of these presents with the consent privity and direction of the said several Parties hereto of the second, third, fourth, fifth, sixth, seventh, eighth and ninth parts testified by their respective executions hereof the receipt for which Sum the said John Carr and Robert Brown do hereby respectively acknowledge and of and from which Sum they the said several parties hereto of the second, third, fourth, fifth sixth, seventh, eighth and ninth parts do hereby respectively release acquit and discharge the said Elizabeth Carr her heirs Executors Administrators and assigns for ever by these presents the said John Carr and Robert Brown **Do** and each of them **Doth** hereby grant surrender and convey unto the said Elizabeth Carr and her heirs **All that** Messuage Tenement or Dwellinghouse called Brunton House with the Barn Stable and other outbuildings yard Garden and Appurtenances to the same belonging **Also all that** Croft piece or parcel of Ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid **And also** all that Croft or parcel of Ground called Brunton Croft lying behind the said Messuage or Dwellinghouse **And** all other if any the pieces or parcels of land belonging to the aforesaid Messuage or Dwellinghouse and now occupied therewith as parcel thereof All which said Hereditaments and premises are situate lying and being within the Manor of Lawkland with Feizor aforesaid and are now in the Tenure or occupation of Thomas Cragg

Together with all and singular the rights members Commons common of Pasture and Turbary privileges easements

and appurtenances to the aforesaid Hereditaments and Premises or any part thereof belonging or appertaining or therewith usually occupied held or enjoyed **And** the reversion and Reversions Remainder and Remainders rents issues and Profits thereof **And** all the estate right title interest use Trust property possession benefit claim and demand whatsoever of them the said John Carr and Robert Brown or either of them therein or thereto **And also** all Deeds Admittances and documents affecting or relating to the Title to the aforesaid Hereditaments and Premises or any of them or any part thereof now in the Custody of the said John Carr and Robert Brown or either of them or which they or either of them can procure without suit **To have and to hold** the Hereditaments and Premises hereinbefore described and intended to be hereby granted surrendered and conveyed with the Appurtenances unto the said Elizabeth Carr and her heirs **To the use** of the said Elizabeth Carr her heirs and assigns for ever according to the custom of the Manor of Lawkland with Feizor aforesaid **Subject** to the payment to Lord of the said Manor of Lawkland with Feizor for the time being of the yearly ancient rent of two pence half penny and the yearly new rent of three farthings and other Fines boons dues duties suits and Services therefore due and of right accustomed **And** the said John Carr and Robert Brown do hereby for themselves severally and respectively and for their respective heirs Executors and Administrators but only so far as concerns their own respective Acts and Deeds Covenant and declare with and to the said Elizabeth Carr her heirs and assigns that they the said John Carr and Robert Brown respectively have not at any time done executed or knowingly suffered or been privy to any Act Deed or thing whereby or by reason or in consequence whereof the Hereditaments and Premises hereinbefore granted surrendered and conveyed or intended so to be or any of them or any part thereof have or hath been encumbered or prejudicially affected

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

John X Carr	Ann Leech	Margaret X Wilson	
Robert Brown	Matthew Dugdill	(John Grime)	William Carr
William X Carradice	Mary Dugdill	(Isabella Grime)	
Susannah Carradice	Robert Carr	Thomas Carr	(Elizabeth Carr)
Christopher Leech	Robert X Wilson	John Carr	

Signed sealed and delivered by the
within named John Carr, Robert Brown,
William Carradice Susannah Carradice,
Christopher Leech, Ann Leech Matthew
Dugdale, Mary Dugdale, Robert Wilson,
Margaret Wilson, Thomas Carr, John
Carr and William Carr in the presence of
Chris Ingleby Sol^r Settle
William Hartley Settle

Signed sealed and delivered by the
within named Robert Carr in the
presence of

Chris Ingleby

Received the day and year first within
written
the Consideration Money within mentioned
to be paid to us

his
John X Carr
mark

Robert Brown

Witness

Chris Ingleby
William Hartley

£ 120

Dated 3rd day of June 1852

Manor of Lawkland

Admittance of Elizth

Carr by deed from John

Carr and Robert Brown

Manor of Lawkland with
Feizor

In the County of York

The Court Baron and Customary Court
of Christopher Ingleby Esquire Lord of the said Manor
holden at the House of Robert Willis in Austwick
in and for the said Manor on Thursday the third day
of June one thousand eight hundred fifty two Before
George Hartley
Chief Steward there

ancient Rent
Fine
New rent

d
2¹/₂
7¹/₂
-³/₄

At this Court it is found by the Homage that Elizabeth Carr of Thingwall Hall Knotty Ash near Liverpool in the County of Lancaster Spinster is Tenant by Indenture bearing date the seventeenth day of February one thousand eight hundred and fifty two from John Carr of Austwick aforesaid Yeoman and Robert Brown of the same place Schoolmaster the Devises in trust under the Will of the late Thomas Carr of Brunton House her father deceased and from others of a Messuage or Tenement called Brunton House and other hereditaments and premises described in and conveyed and surrendered by the said Indenture situate within and parcel of this Manor and held of the Lord thereof under the yearly ancient customary rent of Twopence halfpenny and the yearly new rent of Three farthings and other dues duties suits and Services to have and to hold the said Hereditaments and premises with the appurtenances unto the said Elizabeth Carr her heirs and assigns for ever according to the custom of the said Manor and upon this she desires to be thereupon admitted Tenant and open proclamation having been made and no person gainsaying the same she the said Elizabeth Carr is hereby admitted Tenant according to the custom of this Manor

by

George Hartley
Steward

Dated 27th May 1863

Miss Elizabeth Carr
to
Mr Michael Wilson

Conveyance of Hereditaments and
Premises situate at Brunton House within the Manor
of Lawkland with Feizor in the County of York

Parker
Settle

Stamped
SIX
SHILLINGS
SIX
SHILLINGS

Settle 23 5 63

This Indenture made the Twenty seventh day of May one thousand eight hundred and sixty three

Between Elizabeth Carr of 26 High Street Everton near Liverpool in the County of Lancaster Spinster of the one part

and Michael Wilson of Giggleswick in the County of York Lime Merchant of the other part **Whereas** by an indenture bearing the date Seventeenth day of May one thousand eight hundred and fifty two and made between John Carr Yeoman and Robert Brown Schoolmaster of the first part and several other persons therein described of the second third fourth fifth sixth seventh eighth ninth and tenth parts respectively and the said Elizabeth Carr then of Thingwall Hall Knotty Ash near Liverpool aforesaid of the eleventh part the hereditaments and premises hereinafter granted surrendered and conveyed were for the consideration therein mentioned conveyed and surrendered to the use of the said Elizabeth Carr her heirs and assigns for ever according to the Custom of the Manor of Lawkland with Feizor in the said County of York

And Whereas at a Court held in and for the said Manor of Lawkland with Feizor on the third day of June one thousand eight hundred and fifty two the said Elizabeth Carr was admitted Tenant of the said hereditaments and premises described in and conveyed and surrendered by the said Indenture situate within and parcel of the said Manor and held of the Lord thereof under the yearly ancient customary rent of Twopence halfpenny and the yearly new rent of Three

farthings and other dues duties and services **And Whereas** the said Elizabeth Carr has contracted with the said Michael Wilson for the absolute sale to him of the said hereditaments in consideration of a yearly rent-charge of Nine

Pounds to be charged upon the said hereditaments and payable and payable to the said Elizabeth Carr and her assigns for her natural life as hereinafter expressed Now this Indenture Witnesseth that in consideration of the said yearly rent-charge or sum of Nine Pounds secured to be paid to the said Elizabeth Carr and her assigns for and during the term of her natural life as hereinafter expressed **She** the said Elizabeth Carr **doth** hereby grant surrender and convey unto the said Michael Wilson and his heirs **all that** Messuage Tenement or Dwellinghouse called Brunton House with the barn stable and other outbuildings yard garden and appurtenances to the same belonging **also all that** Croft piece or parcel of ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid And also all that Croft or parcel of ground called Brunton Croft lying behind the said Messuage or Dwellinghouse **And** all other if any pieces or parcels of land belonging to the aforesaid Messuage or Dwellinghouse and now occupied therewith as parcel thereof All which said hereditaments and premises are situate within the Manor of Lawkland with Feizor and are now in the tenure of William Towers **Together** with all and singular the rights members commons common of pasture and Turbury priveleges easements and appurtenances to the aforesaid hereditaments and premises or any part thereof belonging or appertaining or occupied held or enjoyed therewith **And** the reversion and reversions remainder and remainders rents issues and profits thereof **And** all the estate right title interest and property claim and demand whatsoever of her the said Elizabeth Carr therein or thereto **And** also all Deeds admittances and documents affecting or relating to the title of the aforesaid hereditaments and premises or any of them now in the custody of the said Elizabeth Carr or which she can procure without suit **To have and to hold** the said hereditaments and premises hereby granted surrendered and conveyed or expressed and intended so to be with the appurtenances unto the said Michael Wilson and his heirs **to the USES** and for the intents and purposes hereinafter declared of and concerning the same (that is to say) **To the use** and intent that the said Elizabeth Carr and her assigns shall and may yearly and every year during the term of her natural life receive and take a clear yearly rent-charge of Nine Pounds to be payable out of and charged and chargeable upon the said hereditaments or premises hereby granted surrendered and conveyed free from all deductions (Property Tax excepted) and to be paid to the said Elizabeth Carr and her assigns by two equal half yearly payments on the twelfth day of May and the twelfth day of November in each year and the first of such payments to be made on the twelfth day of November now next **And to the further use** and intent that as often as it shall happen that any half yearly payment of the said rent charge of Nine Pounds or any part thereof shall be in arrear for the space of fourteen days after any of the days

hereinbefore appointed for payment of the same it shall be lawful for the said Elizabeth Carr or her assigns during the term of her natural life into and upon the said hereditaments and premises or into and upon any part of the same in the name of the whole to enter and distraint for the same and all arrears thereof and the distress and distresses then and there found to impound and to detain and in due time to appraise and dispose of the same according to the due course of law in the same manner in all respects as Landlords are authorized to do in respect to distress for arrears of rent reserved upon leases for years To the intent that the said Elizabeth Carr and her assigns may thereby and by pursuing any other remedies or means whatsoever under these presents which they or she are and is to be at liberty to do either concurrently with or before or after any such distress or distresses be fully paid and satisfied the said yearly rent-charge of nine Pounds and all costs and expenses occasioned by nonpayment thereof **And** to the further use and intent that as often as it shall happen that any half yearly payment of the said yearly rent-charge of Nine Pounds or any part thereof shall be in arrear and unpaid for the space of twenty eight days next after any of the days hereinbefore appointed for payment of the same (although no formal demand shall be made) it shall be lawful for the said Elizabeth Carr and her assigns into and upon the said hereditaments or into and upon any part thereof in the name of the whole to enter and the same with the appurtenances to hold and enjoy and the rents and profits thereof to receive and take to and for her and their own use and benefit until she or they shall thereby and therewith or by any other lawful ways or means be fully paid and satisfied the said yearly rent charge of Nine Pounds and all arrears thereof and such arrears of the same as shall become due whilst she or they shall by virtue of such entry or entries be in possession of the said hereditaments and premises or any part thereof together with all such costs as shall be incurred by the non-payment or recovery of the same or in relation thereto such possession when taken to be without impeachment of waste **And as to and concerning** the said hereditaments and premises hereby granted surrendered and conveyed or expressed and intended so to be with the appurtenances Subject to and charged with the said yearly rent-charge of Nine Pounds and the remedies hereby provided for security thereof **To the use** of the said Michael Wilson his heirs and assigns for ever according to the custom of the Manor of Lawkland with Feizor aforesaid **Subject** to the payment to the Lord of the said Manor of Lawkland with Feizor for the time being of the yearly rent of two pence halfpenny and the yearly new rent of Three farthings and other fines boons dues duties suits and services therefore due and of right accustomed **And** it is hereby declared that the widow of the said Michael Wilson should he leave a widow shall not be entitled to dower out of the said hereditaments and premises **And** the said Michael Wilson for himself his heirs executors and administrators doth hereby covenant and agree to and with the said Elizabeth Carr her executors administrators and assigns that he the said Michael Wilson his heirs executors or administrators shall and will pay or cause to be paid unto the said Elizabeth Carr and her assigns during the life of the said Elizabeth Carr the said

yearly rent-charge of nine Pounds free from deductions as aforesaid at the days hereinbefore appointed for payment thereof

Provided that if the said Michael Wilson or his heirs should sell and convey the said hereditaments to any purchaser thereof and should deliver to the said Elizabeth Carr or her assigns a covenant from such purchaser for payment of the said yearly rent-charge by such purchaser his heirs executors and administrators then and in such case all future liability of the said Michael Wilson his heirs executors and administrators under this covenant shall cease and determine **And** the said Elizabeth Carr doth hereby for herself her heirs executors and administrators covenant promise and agree with and to the said Michael Wilson his heirs and assigns in manner following (that is to say) That for and notwithstanding any act or deed by her the said Elizabeth Carr at any time done executed or knowingly suffered to the Contrary the hereditaments and premises hereinbefore granted surrendered and conveyed or expressed so to be can and lawfully may be granted surrendered and conveyed To the uses and in the manner aforesaid according to the true intent and meaning of these presents **And** that the same hereditaments and premises shall or may at all times hereafter until default shall be made in payment of the aforesaid yearly rent-charge of Nine Pounds or some part thereof as hereinbefore mentioned for payment thereof be held and enjoyed by the said Michael Wilson his heirs and assigns accordingly without any eviction interruption or disturbance by the said Elizabeth Carr or any person or persons deriving or holding any legal or equitable estate or interest in the same hereditaments and premises from and through under or in trust for her **And** that subject as aforesaid free from or by the said Elizabeth Carr her heirs executors or administrators saved harmless and kept indemnified against all conveyances surrenders estates interests liens rights charges and incumbrances at any time or times made transferred given or created by the said Elizabeth Carr or any person or persons deriving or holding any legal or equitable or interest in the same hereditaments and premises from through under or in trust for her **And moreover** that subject as aforesaid she the said Elizabeth Carr and every person deriving or holding any legal or equitable estate or interest in the said hereditaments and premises hereinbefore granted surrendered and conveyed or expressed so to be from through under or in trust for her will and shall at any time or times hereafter at the request of the said Michael Wilson his heirs or assigns do execute and make all such further acts deeds and assurances for the better or more satisfactorily conveying and assuring the said hereditaments and premises to the uses before expressed and according to the true intent and meaning of these presents as by the said Michael Wilson his heirs or assigns or his or their counsel in the law shall be reasonably required

In Witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year above

written

Elizabeth Carr

Michael Wilson

Signed sealed and delivered by the within
named Elizabeth Carr in the presence of
John Harding
Clerk to Messrs Turnbull &
Copeman(?) Sol^{rs} Liverpool

Signed sealed and delivered by the
within named Michael Wilson in
the presence of
R F Parker
Sol^r Settle

A copy of this Indenture was registered at the
West Riding Registry of Deeds at Wakefield the
fifteenth of June 1892 at 2.45 in the
afternoon in Volume 20 Page 274 number 141
J William Pickard Registrar.

Dated 28th May 1863

**Manor of Lawkland
with Feizor**

Admittance of Michael
Wilson by Deed from Elizabeth
Carr

**Manor of
Lawkland
with Feizor**
In the County of York

The Court Baron and Customary Court of
Christopher Ingleby Esquire Lord of the said Manor holden at
the House of Mr John Jaques Willis in Austwick in and for the same Manor
On Thursday the Twenty Eighth day of May One thousand Eight hundred
and sixty three Before - William Hartley
Deputy Steward there

Ancient Rent 2¹/₂
Fine 7¹/₂
New Rent 3³/₄

At this Court it is Found by the Homage that Michael Wilson of Giggleswick in the
County of York Lime Merchant is tenant by Indenture bearing date the Twenty Seventh
day of May One thousand Eight hundred and sixty three from Elizabeth Carr of 26 High
Street Everton near Liverpool in the County of Lancaster Spinster Of a Messuage or
Tenement called Brunton House and other hereditaments and premises described in and
surrendered and conveyed by the said Indenture situate within and parcel of the Manor and
held of the Lord thereof under the yearly ancient customary rent of Two pence half penny
and the yearly new rent of Three farthings and other dues duties suits and services subject
nevertheless as in the said Indenture is mentioned **To have and to hold** the said
premises with appurtenances unto the said Michael Wilson his heirs and assigns for ever
according to the custom of the said Manor and upon this he desires to be thereupon
admitted Tenant and open proclamation being made and no person gainsaying the same he
the said Michael Wilson is hereby admitted tenant according to the custom of this Manor
subject nevertheless as in the said indenture is mentioned **By - William Hartley
Deputy Steward**

Copy Contract

[COPYRIGHT]

PARTICULARS
AND
CONDITIONS OF SALE
of

*a Dwellinghouse known as
"Brunton House" with the
outbuildings yard and
Garden thereto belonging
situate at Austwick in the
West Riding of the County of York*

TO BE SOLD BY AUCTION

By Mr. C. R. Compston
at the

Lion Hotel in Settle

On the 24th of August 1891

*Sharp & Son
Solicitors
Lancaster*

PARTICULARS AND CONDITIONS
OF THE SALE BY AUCTION

By Mr C R Compston

at

The Lion Hotel Settle

On Monday the 24th day of August 1891
of the Property hereinafter specified

Particulars

*All that Dwellinghouse known as
"Brunton House" with the outbuildings
Yard Garden and appurtenances thereto
belonging Also the two crofts of land
adjoining thereto and occupied therewith
the whole being in the occupation
of Miss Wilson*

The Property is offered subject to the General Sale Conditions of the Lancaster Law Society, a copy of which is subjoined, and to the following

SPECIAL CONDITIONS OF SALE

1. – The deposit shall be at the rate of £10 per centum of the purchase money, and the purchase shall be completed, and the balance of the purchase money paid at the office of *Messrs Sharp & Son Solicitors Lancaster*

on the *first day of October* next.

2. – The Abstract of Title shall be delivered to the Purchaser or his Solicitor within *twenty one* days from the sale, and the Title shall commence withan *Indenture of Conveyance dated the 27th day of May 1863 and made between Elizabeth Carr of the one part and Michael Wilson of the other part*

The property is held of the Manor of *Lawkland with Feizor and subject to the rent of 2 1/2 d and the new rent of three farthings and to other suits and services due in respect thereof.*

Objections and requisition shall be delivered to the Vendors Solicitor within seven days from the day of the delivery of the Abstract

General Sale Conditions of the Lancaster Law Society

1. - The highest bidder shall be the purchaser, and no person shall retract his or her bidding, or advance a less sum at each bidding than that named by the Auctioneer. If any dispute arise concerning the highest bidding the property shall be put up again at the last undisputed bidding. The property is offered subject to a reserve price, and the Vendor may withdraw the property without declaring the reserve price, and may refuse any bidding, and may offer the property in other Lots than those mentioned in the Particulars. The Bidder for any Lot now offered for sale shall abide by his or her bidding until the Vendor shall declare the same actually sold.
2. - The Purchaser shall immediately after the sale pay the Vendor or *their* Solicitors the deposit mentioned in the Special Conditions of Sale, and sign an Agreement in the form subjoined to complete the purchase according to these Conditions.
3. - The Purchaser shall make all objections and requisitions (if any) in respect of the title and of all matters appearing on the Abstract, Particulars or Conditions, and send the same to the office of the Vendors Solicitors within the time mentioned in the Special Conditions of Sale (and in this respect time is to be of the essence of the contract), and, in default of such objections and requisitions (if none) and subject to such (if any), shall be deemed to have accepted the title and to have waived all other objections and requisitions. If the Purchaser shall make or insist upon any objection or requisition which the Vendor shall be unable or unwilling to remove or comply with, the Vendor shall be at liberty (notwithstanding any intermediate negotiation on the subject of such objection or requisition or attempts to remove or comply with the same) by notice in writing to the Purchaser or his Solicitor to rescind the sale: in which case the Purchaser shall receive back the deposit without interest costs or compensation, and he or she shall thereupon return the Abstract and other papers furnished. But The Purchaser may, within seven days after receiving the notice to rescind, withdraw the objection or requisition, in which case the notice to rescind shall be deemed to be withdrawn also.
4. - The property is sold subject to all existing leases, tenancies, easements, rights of way, land tax, tithes, tithe commutations, and other outgoings or impositions affecting the same,
5. - The Vendors shall not be required to furnish any evidence of the identity of the present with any former description of the Property beyond what may be afforded by the documents themselves nor to reconcile differing descriptions. If any error or mistake shall appear to have been made in the description of the property, or of the Vendor's interest therein, the same shall not annul the sale, but, if the same shall be pointed out either by the Vendor or Purchaser prior to the time appointed for the completion of the purchase, compensation shall be allowed or given by the Vendors or Purchaser as the case may require, the amount of such compensation to be ascertained in the usual manner by arbitration.
6. - The purchaser shall pay the remainder of the purchase money at the time and place appointed by the Special Conditions of Sale for the completion of the purchase; and upon such payment the Vendor and all other necessary parties (if any) will execute a proper assurance of the property to the Purchaser but such assurance and every other assurance and act which shall be required by the Purchaser for getting in, surrendering or releasing any outstanding estate right title or interest, and the stamping any unstamped or insufficiently stamped deed or document dated 20 years or more prior to the day of sale, shall be prepared made and done by and at the expense of the Purchaser. Every such assurance shall be tendered or left by the Purchaser not less than seven days before the day appointed for the completion of the purchase at the office of the Vendors Solicitors for execution, and at the expense of the perusal on behalf of and execution and acknowledgement by the Vendor and all necessary parties to

all such assurances shall be borne by the Vendor. When the Vendor is a mortgagee of trustee he shall be required to give only the statutory covenant implied by reason of being expressed to convey as mortgagee or trustee.

7. – Where the Vendor is entitled to retain and does retain documents relating to any property either comprised in the sale or otherwise, he shall give the proper statutory acknowledgment of the right of each Purchaser to production of documents so retained, and to delivery of copies thereof; and if the Vendor be not a Trustee or Mortgagee shall also give the proper statutory undertaking for the safe custody thereof. Documents in the possession of a mortgagee shall (for the purpose of section 3, Sub-section 6 of the Conveyancing and Law of property Act, 1881) be deemed to be in the Vendor's possession.

8. – The property shall from the time of sale be at the risk of the Purchaser as respects loss or damage by fire, the dropping of lives and other accidents. The rents or possession will be retained and the outgoings discharged by the Vendor up to the day appointed for the completion of the purchase, and as from that day the rents or possession shall be taken and the outgoings discharged by the Purchaser and such rents and outgoings shall (if necessary) be apportioned between the Vendor and the Purchaser for the purpose of this Condition.

9. – If the purchaser shall not complete the purchase at the time and place appointed he shall pay interest on the remainder of the purchase money at the rate of Five pounds per centum per annum from that time until the same shall be paid, or the Vendor may, at his option take rents or retain possession of the property. Provided always that if the delay in the completion of the purchase shall arise from any other cause than the neglect or default of the Purchaser or the Vendor's refusal or incapacity to comply with any requisition, and if the Purchaser shall at his own risk and expense deposit the remainder of the purchase money in any Bank upon a deposit-account bearing interest, and shall forthwith give notice of such deposit to the Vendor the Vendor shall, from the time of such deposit, be entitled to such interest only (if any) as shall be actually produced thereby and shall not be entitled to take the rents under this Condition.

10. – Upon the sale of property in Lots the Special and General Conditions of Sale shall if applicable to each separate Lot in the same manner as if such Lot had formed the only property sold. The Purchaser whose purchase money is the largest shall, after the sale of all the Lots, or of all the Lots to which any set of documents relates, as the case may happen, be entitled to the custody of such documents in the possession of the Vendor as relate to any other Lot as well as the lot or lots purchased by that purchaser, and do not relate to any other property besides that comprised in this Sale ; but in respect of documents delivered to him which relate to the lot or lots of any other Purchaser shall give up to that other Purchaser, if he so require, the proper statutory acknowledgment of his right to production and to delivery of copies thereof, and also proper statutory undertaking for the safe custody thereof. If any Lot be not sold the Vendor may, until the sale thereof, retain all documents relating thereto, giving to any Purchaser who may so require the before mentioned statutory acknowledgment, and also (except in the case of the Vendor being a Mortgagee or Trustee) the before mentioned undertaking ; and every acknowledgment or undertaking given under this Condition to be prepared approved and completed on behalf of all the parties thereto, at the expense of the person to whom it is given.

11. – The Purchaser shall, on paying to the Vendor the proportion (from the time of sale) of the current premium on any existing Policy of Fire Insurance relating to the Property sold, be entitled in the case of fire between the time of sale and completion of the purchase to the moneys payable under such Policy not exceeding the amount of the purchase money, and the Vendor shall be considered a Trustee of such moneys for the benefit of the Purchaser

12. – If the Purchaser shall neglect or fail to comply with any of the Special or General Conditions of Sale the Vendor may rescind the Contract and retain the deposit as liquidated damages, or he may re-sell the property either by public auction or private contract and subject to such conditions as he may think fit and the deficiency (if any) on such re-sale, together with all

expenses attending the same, and all costs losses damages and expenses by reason of such default shall be made good to the Vendor by the defaulter ; and in case of non-payment the same shall be recoverable by the Vendor as liquidated damages ; but any surplus on such second sale shall be retained by the Vendor for his own benefit, and all expenses consequent on an unsuccessful attempt to re-sell shall be forthwith paid to the Vendor by the defaulter at this Sale.

AGREEMENT FOR COMPLETION OF THE PURCHASE

Memorandum of Agreement made the 24th day of August 1891 Between Charles Robert Compston of Lancaster Auctioneer Amelia Wilson of Brunton House Austwick Spinster and Frederick Wilson of Golgotha Road Lancaster Builder the Vendor of the one part, and Alfred Holden Byles of Hanley in the County of Stafford the Purchaser of the other part.

Whereby it is witnessed that the said Alfred Holden Byles is the Purchaser of the property described in the foregoing Particulars at the price of One hundred and twelve pounds ten shillings subject to the Special and General Conditions of Sale within contained and the Vendors and Purchaser do hereby respectively agree to complete the Sale and Purchase according to the said conditions.

As Witness the hands of the parties

A Holden Byles

Purchase Money £112 – 10 – 0
Deposit £ 12 – 0 – 0
Balance to Pay £100 – 10 – 0

Received the sum of *twelve pounds* the deposit on the said purchase.

Dated this 24th day of August 1891

Sharp & Son
J(?) C Bentley
for Vendors

1891
Wilson's Trustees
to Byles

*Purchasers Requisitions
on title and Vendors
Replies thereto*

Sharp & Son
Lancaster

- | <i>Purchasers Requisitions on Title</i> | <i>Vendors Replies</i> |
|--|--|
| 1. <i>What is the tenure of the property</i> | <i>It is customary freehold of the Manor of Lawkland with Feizor in the Coy of York</i> |
| 2. <i>What is the Stamp upon the Indenture of 27th May 1863? If insufficient it must be duly stamped before completion</i> | <i>The stamp is 12^s/-</i> |
| 3. <i>What are the special customs of the Manor of Lawkland with Feizor and what are the fines boons dues duties suits and services referred to in the Indenture of 27^h May 1863?
Were the customary formalities complied with on the admittance of Michael Wilson?</i> | <i>These are not known to us
The information should be obtained from Mr Wⁿ Hartley Solicitor Settle who is the Steward

Yes</i> |
| 4. <i>Who is the Steward of the Manor?</i> | <i>Mr W^m Hartley</i> |
| 5. <i>Where did Elizabeth Carr die and where was she buried? Can a certificate of her death or burial be produced?</i> | <i>A Certificate of death will be produced</i> |
| 6. <i>The receipts for the Succession Duty payable upon the death of Elizabeth Carr should be produced</i> | <i>It is submitted that no succession Duty is payable</i> |
| 7. <i>If it is necessary for the Trustees of Mr Wilson to be admitted tenants of the Manor that must be done before completion and at the Vendors expense</i> | <i>If it is necessary it shall be done</i> |
| 8. <i>Evidence of the payment of Mr Wilsons debts funeral & testamentary expenses must be furnished</i> | <i>It is submitted that the Purchaser is not entitled to this</i> |

- | | | |
|-----|--|--|
| 9. | <i>The indenture of 27th May 1863 and the probate of Mr Wilsons Will should be registered at Wakefield before completion</i> | <i>This is not necessary the property being copyhold or customary hold of the Manor of Lawkland with Feizor and the Court Rolls are the Register</i> |
| 10. | <i>It is assumed that the Indenture of 27th May 1863 and the Admittance thereunder will be delivered to the purchaser on completion. Is this correct?</i> | <i>Certainly</i> |
| 11. | <i>Is it necessary for the Surrender to be taken by the Steward of the Manor and if so when and where is it proposed that this shall be done? When and where can the Purchaser be admitted</i> | <i>This information must be obtained from the Steward</i> |
| 12. | <i>Are there any and what exceptions or reservations of minerals rights of way water of other easements or restrictions affecting the property</i> | <i>We are not aware of any</i> |
| 13. | <i>Is there any sum payable to the Local authority for Road Drainage or Private Improvement expenses or otherwise?</i> | <i>Not that we are aware of</i> |
| 14. | <i>Are there any other payments or outgoings affecting the property and not disclosed by the Abstract</i> | <i>Not that we are aware of</i> |
| 15. | <i>is the Property subject to any Settlement Judgement claim or incumbrance?</i> | <i>The Purchaser must make the usual searches</i> |
| 16. | <i>The purchaser reserves the right to make any further requisitions arising out of the replies to the foregoing or which may become necessary on comparing the Abstract with the Documents of Title or making searches or otherwise</i> | |

Wade Bilbrough Booth & Co
Purchasers Solicitors
Sept 4th 1891

Sharp & Son
Vendors Solicitors
Lancaster
5th Sept 1891

Dated 9th June 1892

Manor of Lawkland
with Feizor

Admittance of
Mr C R Compston Miss
Amelia Wilson and Mr
Frederick Wilson as devisees
in trust under the Will of
Michael Wilson deceased

Manor of Lawkland The Court Baron and Customary Court
with Feizor of the Reverend Arthur Ingilby Lord of the said
in the County of York Manor holden at the house of Mr John Jaques
Willis in Austwick in and for the same Manor
on Thursday the ninth day of June One thousand
eight hundred and ninety two Before

J H Vant
Deputy Steward there

Ancient Rent $2\frac{1}{2}$
Fine 1 . 1
New Rent $\frac{3}{4}$

At this Court it is found by the homage that Charles Robert Compston of Lancaster in the County of Lancaster Auctioneer Amelia Wilson of Austwick aforesaid Spinster and Frederick Wilson of Lancaster aforesaid Builder are tenants as devisees in trust under the Will of Michael Wilson late of Austwick aforesaid Gentleman deceased dated the twentieth day of May One thousand eight hundred and ninety and enrolled at this Court Of the Messuage tenement hereditaments and premises of which the said Michael Wilson died seized situate within and parcel of this Manor and held of the Lord thereof under the yearly ancient customary rent of two pence halfpenny the yearly new rent of Three farthings and other dues duties suits and services To have and to hold the said hereditaments and premises with the appurtenances unto the said Charles Robert Compston Amelia Wilson and Frederick Wilson their heirs and assigns for ever according to the custom of the said Manor but upon the trusts in the said Will mentioned and upon this they desire to be thereupon admitted tenants and open proclamation being made and no person gainsaying the same the said Charles Robert Compston Amelia Wilson and Frederick Wilson are hereby admitted Tenants according to the custom of the said Manor By

J H Vant
Deputy Steward

*The Trustees for Sale under the
Will of the late Mr Michael Wilson
to
The Rev^d A H Byles*

*Dated 9th June 1892
Conveyance
of
Brunton House and two
Crofts of Land situate
within the Manor of
Lawkland with Feizor
in the County of York*

Stamped
TWELVE
SHILLINGS
& SIX
PENCE
1 3 92

This Indenture made the *ninth day of June One thousand eight hundred and ninety*
two **Between** *Charles Robert Compston of Lancaster in the County of Lancaster Auctioneer*
Amelia Wilson of Austwick in the West Riding of the County of York Spinster and Frederick Wilson
of Lancaster aforesaid Builder of the one part and The Reverend Alfred Holden Byles of Portland
Villa Hanley in the County of Stafford Congregational minister of the other part **Whereas** *by an*
Indenture dated the twenty seventh day of May One thousand eight hundred and sixty three and
made between Elizabeth Carr of the one part and Michael Wilson therein described as of
Giggleswick in the County of York Lime Merchant of the other part for the consideration therein
mentioned the messuage or dwellinghouse, crofts or parcels of ground and hereditaments
hereinafter described and intended to be hereby assured were granted surrendered and conveyed to
the said Michael Wilson and his heirs To the uses and for the intents and purposes thereafter
declared of and concerning the same that was to say To the use and intent that the said Elizabeth
Carr and her assigns should yearly during the term of her natural life receive and take the Rent
charge of nine pounds to be payable out of and charged on the said hereditaments at the time and in
the manner therein mentioned and subject thereto To the use of the said Michael Wilson his heirs
and assigns for ever according to the Custom of the Manor of Lawkland with Feizor in the said

*County of York Subject to the payment to the Lord of the said Manor for the time being of the yearly ancient rent of Two pence halfpenny and the yearly new rent of Three farthings and all other fines boons dues duties suits and services therefor due and of right accustomed***And** *whereas at a Court held in and for the said Manor on the twenty eighth day of May one thousand eight hundred and sixty three the said Michael Wilson was admitted Tenant of the said hereditaments***And** *whereas the said Elizabeth Carr died on the twenty first day of July One thousand eight hundred and sixty six and all payments which became due in respect of the said Rent Charge have long since been paid and satisfied***And** *whereas the said Elizabeth Carr died on the twenty first day of July One thousand eight hundred and sixty six and all payments which became due in respect of the said Rent Charge have long since been paid and satisfied***And** *whereas by his will dated the twentieth day of May one thousand eight hundred and ninety the said Michael Wilson after appointing the said parties hereto of the first part Joint Executors and Trustees thereof gave devised and bequeathed to them their heirs executors and administrators all his real and personal estate whether in possession reversion remainder contingency or expectancy upon Trust in the first place to pay his just debts funeral and testamentary expenses and afterwards at the discretion of the said Trustees at the time and in such manner as they might deem most expedient within a reasonable time after his decease to realise the whole of his estate and the proceeds thereof***And** *whereas the said Michael Wilson the Testator died on the second day of April one thousand eight hundred and ninety one without having altered or revoked his said Will which was proved in the Wakefield District Registry of the Probate Division of Her Majesty's high Court of hundred and ninety one by the said Executors***And** *whereas all the debts funeral and testamentary expenses of the said Testator have been paid and satisfied as the said parties hereto of the first part hereby respectively declare***And** *whereas pursuant to the trust for this purpose contained in the said recited Will as aforesaid the said parties*

hereto of the first part have agreed to sell the said messuage or Dwellinghouse crofts or parcels of Ground and hereditaments hereinafter described to the said Alfred Holden Byles at the price of one hundred and twelve pounds and ten shillings **And** whereas at a Court held in and for the said Manor on the day of the date hereof the said Charles Robert Compston Amelia Wilson and Frederick Wilson were previously to their execution hereof admitted Tenants of the hereditaments intended to be hereby granted and surrendered **Now this Indenture Witnesseth** that in pursuance of the said agreement and in consideration of the sum of one hundred and twelve pounds and ten shillings to the said parties hereto of the first part paid by the said Alfred Holden Byles on or before the execution of these presents (the receipt whereof the said parties hereto of the first part hereby acknowledge) The said parties hereto of the first part as Trustees hereby grant surrender and convey unto the said Alfred Holden Byles and his heirs **All** that Messuage tenement or Dwellinghouse called Brunton House with the Barn Stable and other outbuildings yard garden and appurtenances to the same belonging **And** also all that Croft or parcel of Ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid **And** also All that Croft or parcel of Ground called Brunton Croft lying behind the said Messuage of Dwellinghouse and all other (if any) the pieces or parcels of Land belonging to the said Messuage or Dwellinghouse and occupied therewith as parcel thereof **All** which said messuage or Dwelling house Crofts or parcels of ground and Hereditaments are situate within the Manor of Lawkland with Feizor aforesaid and were formerly in the tenure or occupation of William Towers but are now or were lately occupied by the said Amelia Wilson **To Hold** the same Unto and To the Use of the said Alfred Holden Byles and his heirs in customary fee simple according to the Custom of the said Manor of Lawkland with Feizor aforesaid and by and under payment and performance to the Lord or Lords for the time being thereof of the rents fines dues duties suits and services therefor due and of right accustomed **In**

Witness whereof the said parties hereto have hereunto set their hands and seals the day and year

first hereinbefore written

*Signed sealed and delivered
by the above named Charles
Robert
Compston Amelia Wilson and
Frederick Wilson (they having
been
first duly admitted tenants within
the Manor of Lawkland with Feizor
of the premises comprised in the
above written deed) in the presence
of*

*J H Vant Solicitor Settle
Deputy steward of the
the Manor of Lawkland
with Feizor*

Chas: R: Compston

*Amelia Wilson
Frederick Wilson*

A Memorial was registered at the
West Riding Registry of Deeds at Wakefield the
fifteenth of June 1892 at 2.45 in the
afternoon in Volume 20 Page 284 Number 143
J William Pickard Registrar

Dated 4th January 1921

MANOR OF LAWKLAND with FEIZOR

ADMITTANCE

of

Messrs Frederick Glyde Byles, ~~Alfred Winter Holden Byles~~ and Arthur Stanway Le Mare as Devises in trust under the Will of The Rev A. H. Byles.

MANOR OF LAWKLAND with Feizor
IN THE COUNTY OF YORK.

BE IT REMEMBERED this fourth day of January One thousand nine hundred and twenty one BEFORE Eustace Hazzel Vant of Settle Gentleman Steward of the said Manor (Out of Court) came FREDERICK GLYDE BYLES of 3. Ambleside Avenue in the City of Bradford Gentleman ^{and} ARTHUR STANWAY LE MARE of 9 Victoria Street Rugby in the County of Warwick School- master ~~and~~ ~~ALFRED WINTER HOLDEN BYLES~~ of ~~301 Ware Building Omaha Nebraska in the United States of America~~ ~~Publisher~~ and prayed to take of The Reverend Arthur Ingilby Clerk in Holy Orders Lord of the said Manor ALL the rest residue and remainder of the real and personal estate of which Alfred Holden Byles of Oak Terrace Headingley in the City of Leeds Congregational Minister died seized and given and devised to them by the Will of the said Alfred Holden Byles dated the fourth day of October One thousand nine hundred and eleven and situate within and parcel of this Manor and held of the Lord thereof under the yearly customary Ancient rent of twopence halfpenny and the yearly New Rent of Three farthings and other dues duties suits and services WHEREUPON the said Lord by his said Steward doth hereby admit the said Frederick Glyde Byles Arthur Stanway Le Mare and Alfred Winter Holden Byles tenants of the said premises TO HAVE AND TO HOLD the said premises with their appurtenances Unto the said Frederick Glyde Byles Arthur Stanway Le Mare and Alfred Winter Holden Byles their heirs and assigns for ever according to the custom of the said Manor but upon the trusts nevertheless in the said Will mentioned YIELDING AND PAYING therefore the said yearly rents at the days and times accustomed and all such other dues duties suits and services as are therefor due and of right accustomed.

Rents.....2¹/₂d

³/₄d

Fine.....10³/₄d.

E H Vant
STEWARD.

Dated 21st January 1921

*The Trustees of the Will of the
late Reverend Alfred Holden
Byles deceased
to
Mrs Helen Ford*

*Conveyance
of Brunton House and two Crofts
of land situate within the Manor
of Lawkland with Feizor in the
County of York*

STAMP OFFICE
LEEDS
28 JAN 1921

D7847

*H B James & Morrish
Leeds*

Stamped:

SEVEN SHILLINGS & SIXPENCE 28 1 21
SEVEN SHILLINGS & SIXPENCE 28 1 21
INLAND REVENUE PARTICULARS DELIVERED 28 1 21

This Indenture made the twenty first day of January One thousand nine hundred and twenty

one **Between** Frederick Glyde Byles of 3 Ambleside Avenue in the City of Bradford Gentleman and
Arthur Stanway Le Mare of 9 Victoria Street Rugby in the County of Warwick Schoolmaster of the first part
Alfred Winter Holden Byles of 301 Ware Building Omaha Nebraska in the United States of America publisher
of the second part and Helen Ford wife of Charles Ford of Sandy Croft Low Bentham in the County of York

Gentleman of the third part **Whereas** by an indenture dated the ninth day of June one thousand eight hundred and ninety two made between Charles Robert Compston Amelia Wilson and Frederick Wilson of the one part and Alfred Holden Byles of the other part for the consideration therein mentioned the messuage or dwellinghouse crofts and parcels of ground and hereditaments hereinafter described and intended to be hereby assured were granted surrendered and conveyed unto the said Alfred Holden byles and his heirs in customary fee simple according to the custom of the Manor of Lawkland with Feizor and by and under payment and performance to the Lord or Lords for the time being thereof of the rents fines dues duties suits and services therefor due and of right accustomed **And Whereas** at a Court held in and for the said Manor on the ninth day of June One thousand eight hundred and ninety two the said Alfred Holden Byles was admitted Tenant of the said hereditaments **And Whereas** by his Will dated the fourth day of October One thousand nine hundred and eleven the said Alfred Holden Byles after appointing his Brother the said Frederick Glyde Byles his son the said Alfred Winter Holden Byles and his son in law the said Arthur Stanway Le Mare Executors and Trustees thereof and after making certain specific bequests of personalty Gave devised and bequeathed unto his Trustees their heirs and executors administrators and assigns according to the nature and quality thereof all the rest residue and remainder of his real and personal estate whatsoever and wheresoever situate Upon trust as to the hereditaments and premises intended to be hereby assured (in the Will referred to as 'Brunton House near Settle') in the events which have happened to sell the same with the power to suspend such sale and conversion if it should appear to his Trustees expedient so to do **And Whereas** the said Alfred Holden byles died on the twenty second day of December One thousand nine hundred and eleven without having revoked or altered his said Will which was duly proved in the Wakefield District Probate Registry on the thirtieth day of March One thousand nine hundred and twelve by the said Frederick Glyde Byles and Alfred Stanway Le Mare power being reserved of making a like grant of Probate to the said Alfred Winter Holden Byles the other executor therein named **And Whereas** on the fourth day of January One thousand nine hundred and twenty one the said Frederick Glyde Byles ^{Alfred Winter Holden Byles} and Alfred Stanway Le Mare were admitted tenants (out of Court) of the said Manor of Lawkland with Feizor of the said

hereditaments **And Whereas** under and by virtue of the trust for sale in the said recited Will contained the said Frederick Glyde Byles and Alfred Stanway Le Mare have agreed with the said Helen Ford for the sale to her of the said hereditaments and premises hereinafter described and intended to be hereby assured at the price of One hundred and fifty pounds **And Whereas** the said Helen Ford has requested the said Alfred Winter Holden Byles who has not proved the said Will to join in these presents in manner hereinafter appearing which he has consented to do **Now** this Indenture **witnesseth** that in pursuance of the said agreement and in consideration of the sum of One hundred and fifty pounds on or before the execution of these presents to the said Frederick Glyde Byles and Alfred Stanway Le Mare paid by the said Helen Ford (the receipt whereof the said Frederick Glyde Byles and Alfred Stanway Le Mare hereby acknowledge) They the said parties hereto of the first and second parts as Trustees hereby grant surrender and convey Unto the said Helen Ford and her heirs **All** that messuage tenement or dwellinghouse called Brunton House with the barn stable and other outbuildings yard garden and appurtenances to the same belonging And also all that croft piece or parcel of ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid And also that croft or parcel of ground called Brunton Croft lying behind the said messuage or dwellinghouse and all other (if any) the pieces or parcels of land belonging to the said messuage or dwellinghouse and occupied therewith as parcel thereof All which said messuage or dwellinghouse crofts or parcels of ground and hereditaments are situate within and parcel of the Manor of Lawkland with Feizor aforesaid and were formerly in the tenure or occupation of the said Alfred Holden Byles but are now or were lately occupied by **To hold** the same **Unto** and to the use of the said Helen Ford and her heirs in customary fee simple according to the custom of the said Manor of Lawkland with Feizor aforesaid and by and under payment and performance to the Lord or Lords for the time thereof of the yearly customary rent of Two pence half penny the yearly New Rent of Three farthings and other rents fines dues duties suits and services therefor due and of right accustomed And it is hereby certified by the parties hereto that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five hundred pounds in Witness

whereof the said parties to these presents have hereunto set their hands and seals the day and year first
hereinbefore written

Signed sealed and delivered by
the said Frederick Glyde Byles
in the presence of

J W Masters
21 Clarendon Tce, Bradford
Journalist

Fred. G. Byles

A.S. LeMare

Signed sealed and delivered by
the said Arthur Stanway Le Mare
in the presence of

A H Dobbing
40 Upper Redland R^d Reading
Schoolmaster.

A copy of this Indenture was registered at the
West Riding Registry of Deeds at Wakefield the
seventh of February 1921 at 10.0 in the
forenoon in Volume 12 Page 1103 number 420
NWBSugden Registrar

MANOR OF LAWKLAND WITH FEIZOR
IN THE COUNTY OF YORK

BE IT REMEMBERED this thirtieth day of December One thousand nine hundred and twenty five BEFORE Eustace Hazzel Vant of Settle Steward of the said Manor (out of Court) came HELEN ^{BEUZEVILLE}FORD the wife of Rawlinson Charles Ford of Sandycroft Low Bentham in the West Riding of the County of York Gentleman and prayed to take of the Reverend Arthur Ingilby Clerk in Holy Orders Lord of the said Manor ALL THAT messuage or dwellinghouse known as Brunton House with the barn stable and other outbuilding yard and garden belonging AND ALSO ALL THAT croft or parcel of ground called Youbers situate lying and being at Brunton House aforesaid AND ALSO ALL THAT croft or parcel of ground called Brunton Croft lying behind the said messuage or dwellinghouse and all other (if any) the pieces or parcels of land belonging to the said messuage or dwellinghouse and occupied therewith all which said hereditaments were surrendered and conveyed by a Conveyance dated the twenty first day of January One thousand nine hundred and twenty one to the said Helen Ford by Frederick Glyde Byles and Arthur Stanley Le Mare and situate within and parcel of this Manor and held of the Lord thereof under the yearly customary Ancient rent of two pence halfpenny and the yearly new rent of three farthings and other dues duties suits and services WHEREUPON the said Lord by his Steward doth hereby admit the said Helen Ford tenant of the said premises TO HAVE AND TO HOLD the said premises with their appurtenances Unto the said Helen Ford her heirs and assigns according to the custom of the said Manor YIELDING AND PAYING therefor the said yearly rents at the days and times accustomed and all such other dues duties suits and services as are therefor due and of right accustomed.

E H Vant
Steward

Dated *5th March* 1928

MRS. HELEN FORD
and
MESSRS. J. AND J. LAMBERT

Agreement
for
Sale and Purchase of

Brunton House and Croft situate within
the Manor of Lawkland with Feizor
in the County of York.

FORD AND WARREN
LEEDS.

PARTICULARS

ALL THAT messuage tenement or dwellinghouse called Brunton House with the barn stable and other outbuildings yard garden and appurtenances to the same belonging AND ALSO ALL THATcroft piece or parcel of ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid AND ALSO ALL THATcroft or parcel of ground called Brunton Croft lying behind the said messuage or dwellinghouse and all others (if any) the pieces or parcels of land belonging to the said messuage or dwellinghouse and occupied therewith as parcel thereof All which said messuage or dwellinghouse crofts or parcels of ground and hereditaments are situate within and parcel of the Manor of Lawkland with Feizor aforesaid

SPECIAL CONDITIONS

1. The property is sold subject to the General Conditions of 1925, issued by the Law Society, so far as they are not varied by or inconsistent with these Conditions
2. The Vendor's Solicitors are Messrs. Ford & Warren whose office is at 61 Albion Street, Leeds
3. The deposit shall be at the rate of £50 per cent. on the purchase money, and shall be paid to the Vendor's Solicitor as stake-holder
4. The date fixed for completion is the Twelfth day of May 1928

5. The Vendor is selling as Beneficial Owner
6. The Abstract of Title shall commence with a conveyance dated the 9th June 1892 and made between the Trustees for Sale under the Will of the Late Mr. Michael Wilson of the one part and the Revd. A. H. Byles of the other part.
7. The tenure of the property is freehold
8. (i.) The property is believed to be and shall be taken as correctly described, and any incorrect statement, error or omission found in the particulars, sale plan, if any, or conditions shall not annul the sale, or entitle any purchaser to be discharged from his purchase, nor shall the Vendor or any purchaser claim or be allowed any compensation in respect thereof.
- (ii.) This condition shall take effect in substitution for Clause 35 of the General Conditions of 1925.
9. The Purchasers shall pay the sum of £100 on the signing of this Agreement from which date they shall have vacant possession of the property and shall pay the balance of the purchase money at the times and in the manner following namely :-

The sum of £10 on 31st December 1928

The sum of £15 on “ “ 1929

The sum of £20 on “ “ 1930

The sum of £20 on “ “ 1931

The sum of £20 on “ “ 1932

The sum of £15 on “ “ 1933

Provided Nevertheless that if any of the above-mentioned instalments shall not be paid on or before the dates fixed for payment as aforesaid then the Purchasers shall pay to the Vendor in addition interest at the rate of £6 per centum per annum on the balance of the purchase money then remaining owing and unpaid.

10. The Purchasers shall be at liberty either to have the property under Contract conveyed to them forthwith in which case they shall execute a Mortgage in favour of the Vendor to secure the balance of the Purchase money such Mortgage to be prepared at the Purchasers' expense or to postpone the completion of the purchase until the 31st December 1933 which is the date upon which the final instalment payable under the preceding clause shall be paid.

11. The property was formerly customary of the Manor of Lawkland with Feizor and is sold subject to the manorial incidents affecting the property which are a yearly customary rent of $2\frac{1}{2}$ d and the yearly new rent of $\frac{3}{4}$ d. and other rents fines dues duties suits and services therefore due and of right accustomed
12. The Vendor will before completion at the expense of the Purchasers if they so desire by a compensation agreement extinguish the said incidents for a gross sum (to be provided by the Purchasers) under Part VI of the Law of Property Act 1922 but no objection shall be made on the ground that completion is delayed to enable the said incidents to be extinguished.

The Form of Agreement

An Agreement made the *fifth* day of *March* 1928

between HELEN FORD of Sandy Croft Low Bentham Yorkshire the wife of Rawlinson Charles Ford
the Vendor of the one part, and JAMES LAMBERT of Beacon Light, Wharfe, Austwick Quarryman and JOHN LAMBERT of Arcow Farm Horton-in-Ribblesdale Settle Quarryman
the Purchasers of the other part.

Whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase the property described in the within Particulars, at the price of TWO HUNDRED POUNDS

subject to the foregoing Special Conditions of Sale and the said General Conditions so far as the same are applicable to a sale by private treaty, and has paid the sum of ONE HUNDRED POUNDS as a deposit thereon.

As witness the hands of the parties hereto

Purchase Money	£200	:	0	:	0
Deposit	-	<u>£100</u>	<u>:</u>	<u>0</u>	<u>:</u> 0
Balance	<u>£100</u>	<u>:</u>	<u>0</u>	<u>:</u>	<u>0</u>

Abstract to be delivered to
Messrs Charlesworth & Co.
SETTLE
the Purchasers' Solicitors.

Signed *Helen B. Byles Ford*
over a 6d stamp

1933

SUPPLEMENTAL ABSTRACT of the TITLE
of
MRS HELEN B B FORD to heres
and premises known as Brunton
House near Settle

Ford and Warren
LEEDS

SUPPLEMENTAL ABSTRACT of the TITLE
of
MRS HELEN B B FORD to heres and premes
known as Brunton House near Settle

4th October 1911 BY HIS WILL of this date, Testator Alfred Holden Byles of Headingley in the City of Leeds Congregational Minister appointed his brother Frederick Glyde Byles of Bradford in the County of York Newspaper Proprietor and his son Alfred Winter Holden Byles and his son in law Arthur Stanway Le Mare Exors and Trees and Testator gave devised and bequeathed unto his Trustees thr hrs exors admors and assigns accordg to the nature and quality thereof resply all the rest residue and remainder of his real and personal estate whatsoever and wheresoever situate Upon Trust for sale as therein contained (except as to Brunton House) As to Brunton House, Testator directed his Trees to offer in writing the freehold of the same together with all the furniture and other articles of domestic use or ornament to his children in order of seniority for the sum of £200 and should they resply not accept such offer in writing within three months after receipt of it then the sd house and furniture shd be sold.

4th Jan. 1921 BY ADMITTANCE of this date of the manor of Lawkland with Feizor Frederick Glyde Byles *and* Arthur Stanway Le Mare ~~and Alfred Winter Holden Byles~~ were admitted tenants of the said Manor in respect of the Real Estate of the late Alfred Holden Byles within the said Manor

Duly signed by the Steward of the Manor

Dated 15th March 1933

MISS ALICE YNYR CHRISTABEL
INGILBY
and
MRS. HELEN B. FORD

AGREEMENT
for
compensation for extinguishment of
manorial incidents in respect of
property situate within the Manor
of Lawkland.

E. H. Vant,
Settle.

IN THE MANOR OF LAWKLAND in the County of York

1. The within named lady of the above mentioned Manor hereby acknowledges that all rents, fines, reliefs, heriots and fees payable in respect of the land referred to in the the within Agreement have been duly discharged
2. The said lady hereby acknowledges the receipt of the compensation money by the within written Agreement agreed to be paid.

Dated this Fifteenth day of March 1933.

A. Y. Christabel Ingilby

AN AGREEMENT made this fifteenth day of
March One thousand nine hundred and thirty three
BETWEEN ALICE YNYR CHRISTABEL INGILBY of Harden Cottage Austwick
in the West Riding of the County of York Spinster (lady of the Manor
of Lawkland in the said Riding) hereinafter called "the Lady" of the
one part and HELEN BEUZEVILLE FORD of Sandy Croft Low Bentham in
the West Riding of the County of York wife of Rawlinson Charles Ford
(the owner of the premises described in the Schedule hereto formerly
customary freehold of the said Manor of Lawkland but now enfranchised
by virtue of the Law of Property Act 1922 who was in the Conveyance
of the said premises to her and in the Admittance thereunder errone-
ously called Helen Ford) of the other part

WITNESSETH as follows:-

1. Pursuant to the Law of Property Act 1922 it is agreed that the compensation for the extinguishment of the manorial incidents saved by part V of that Act affecting the said premises reserving and excepting nevertheless the rights of the lady in or to any mines and minerals in or under the said premises with the full and free liberty to the lady her present or future lessees or her assigns

to enter upon the said premises or any part thereof for the purpose of working winning getting and taking away and converting the said mines and minerals to her own use (subject to the payment of compensation for the surface damage only) and to the exercise of all other the powers of working and getting the said mines and minerals in as full and ample a manner as if the Law of Property Act 1922 did not affect the said premises and also saving and reserving to the said lady her lessees or assigns all rents and royalties affecting or issuing out of the working and getting of the said mines and minerals already reserved or which may in future from time to time be reserved or made payable to her and also reserving and excepting the timber on and the sporting rights over the moors and commons of the said Manor and the other rights (if any) affecting the said premises reserved by the Twelfth Schedule to that Act shall be the sum of FOUR POUNDS SIXTEEN SHILLINGS

2. The Stewards compensation and all costs and expenses paid or incurred by the Lady and recoverable from the tenant in respect of this extinguishment have been included in the compensation money aforesaid

AS WITNESS the hands of the parties hereto
the day and year first hereinbefore written

THE SCHEDULE hereinbefore referred to

ALL THAT messuage or dwellinghouse known as Brunton House with the Barn stable and other outbuildings yard and garden thereto belonging AND ALSO ALL THAT Croft or parcel of ground called Youbers situate lying and being at Brunton house aforesaid AND ALSO ALL THAT croft or parcel of ground called Brunton Croft lying behind the said messuage or dwellinghouse and all other (if any) the pieces or parcels of land belonging to the said messuage or dwellinghouse and occupied therewith all which premises are situate within the Manor of Lawkland.

SIGNED by the said Alice Ynyr Christabel
Ingilby in the presence of:-

A. Y. Christabel Ingilby

Thomas Lovell

Dated 18th April 1933

MRS. HELEN B. FORD

to

MESSRS. JAMES AND JOHN LAMBERT.

CONVEYANCE

of a Messuage of Dwellinghouse called Brunton
House and two crofts near thereto situate at
Austwick in the County of York.

CHARLESWORTH & CO
SETTLE.

Stamped	Stamped
ONE	INLAND REVENUE
POUND	PRODUCED
22 4 33	FINANCE ACT 1931

This CONVEYANCE is made the eighteenth day of April One thousand nine hundred and thirty three BETWEEN HELEN BEUZEVILLE FORD Wife of Rawlinson Charles Ford of Sandy Croft Low Bentham in the West Riding of the County of York Gentleman (hereinafter called "the Vendor") of the one part and JAMES LAMBERT formerly of Beacon Light, Wharfe near Austwick in the said West Riding but now of Brunton House Austwick aforesaid Quarryman and JOHN LAMBERT formerly of Arcow Farm, Horton-in-Ribblesdale in the said West Riding but now also of Brunton House aforesaid Quarryman (hereinafter called "the Purchasers") of the other part WHEREAS the Vendor is the Estate Owner in respect of the fee simple of the property hereinafter described and expressed to be hereby assured for her own use and benefit absolutely subject only to the reservations of the mines and minerals and otherwise as mentioned in an Agreement dated the fifteenth day of March One thousand nine hundred and thirty three and made between Alice Ynyr Christabel Ingilby (Lady of the Manor of Lawkland-with-Feizor) of the one part and the Vendor of the other part but otherwise free from incumbrances AND WHEREAS the Vendor has agreed with the Purchasers for the sale and transfer to them of her Estate in the said property subject as hereinafter mentioned but otherwise free from incumbrances at the price of Two Hundred Pounds AND WHEREAS the Purchasers have provided the said purchase price in equal shares and have requested that the said property shall be conveyed to them in the manner upon the trusts hereinafter appearing NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of TWO HUNDRED POUNDS to the Vendor now paid by the purchasers in equal shares (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchasers ALL THAT Messuage tenement or dwellinghouse called Brunton House with barn stable and other outbuildings yard garden and appurtenances to the same belonging AND ALSO ALL THAT croft piece or parcel of ground called and commonly known by the name of Youbers situate lying and being at Brunton House aforesaid AND ALSO ALL THAT croft or parcel of ground called Brunton Croft

lying behind the said messuage or dwellinghouse and all other (if any) the pieces or parcels of land belonging to the said messuage or dwellinghouse and occupied therewith as parcel thereof All which messuage or dwellinghouse crofts or parcels of ground were situate within and parcel of the Manor of Lawkland-with-Feizor in the West Riding of the County of York and are now in the occupation of the Purchasers TO HOLD the same UNTO the purchasers as joint tenants in fee simple SUBJECT NEVERTHELESS as mentioned in the hereinbefore recited Agreement dated the fifteenth day of March One thousand nine hundred and thirty three and UPON TRUST to sell the same with power to postpone the sale.

2. The net income of the said property until the sale and the net proceeds of sale shall be held in trust for the Purchasers in equal shares.

3. It is hereby declared that the Purchasers or other the trustees for the time being of this deed shall have full power within twenty one years from the death of the last survivor of the Purchasers to mortgage or otherwise dispose of all or any part of the said property expressed to be hereby assured with all the powers in that behalf of absolute owners.

4. It is hereby declared and certified by the parties hereto that the transaction effected by these presents does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five hundred Pounds.

IN WITNESS whereof the said parties to these presents have hereto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the

said Helen Beuzeville Ford in the presence of:-

Hannah Jennings

Low Bentham

Lancaster Spinster

Helen Beuzeville Byles Ford (HBF)

SIGNED SEALED AND DELIVERED by the

said James Lambert in the presence of:-

(unclear, may be ? H Charlesworth)

Solicitor Settle Yorkshire

James Lambert

SIGNED SEALED AND DELIVERED by the

said John Lambert in the presence of:-

(unclear, may be ? H Charlesworth)

John Lambert

Registered at the West Riding Registry of
Deeds at Wakefield the Twenty seventh of April 1933
at 10.0 am in Volume 49 Page 856
Number 301
(?) *C O W Harmington* Registrar