

COWSIDE

Post it No. 121 [47]

Indenture 1676 - with bond pinned at bottom left

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

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

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

Thomas Coate his marke

?Edmond Coate

On reverse:

sealed signed & delivered in the presence of us

John Proctor

James Browne

Anthony Wharfe

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

signed :

John Procter

James Browne

Anthony Wharfe

Thomas Coate his mark

Edmund Coate

on reverse:

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

COWSIDE

Post it 115 [1] 1584

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

Thome Howsone

over

Sealled syned and delivered in the

presence of John Bentham Frances Howsone As ...

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

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

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

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

Richard Prockter

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

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

Richard Prockter

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

COWSIDE

Post it 122 [26] 1694

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

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

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

Marmaduke Burton
his mark