

## REG POSTLETHWAITE PHOTOCOPIES

My abbreviations:- and (&)-said(sd)-aforesaid(afsd)-administrators (admin)-executors(exec)-Giggleswick (Gigg.)

RP (SG1 )REF –Book RR Page 321 No. 420

CLAPHAM to HEATON – Regd. 29<sup>th</sup>.June 1743 at Two in the afternoon

INDENTURES of Lease and Release bearing date respectively the first and second days of July in the year of our Lord One Thousand seven hundred and fforty two and made between Jonas Clapham of Moss house within the township of Easington and parish of Slaidburn in the County of York – yeoman and Ellen his wife of the one part and John Heaton of New house within the township of Easington afsd. & said County of York yeoman of the other part Of and concerning all that one messuage or dwellinghouse situate standing & being in Clapham in the sd. County of York & now or late in the possession of Oliver Thornton & Thomas Tomlinson with one barn one stable & turf house one orchard & one garden thereunto belonging & adjoining AND also all those severall closes inclosures or parcels of arable meadow & pasture ground lying & being in Clapham afsd. to the sd. messuage or dwellinghouse also belonging & commonly called or known by the severall name or names of the Croft the East Myre the Cryna bottom with one barn thereon erected the Eskham close the Holm thereunto adjoining the small field the two Calterberr Closes the Conishberr the New Close hill & the Allan Close & also all those severall peices or parcels of arable meadow & pasture ground hereafter particularly mentioned lying & being within the Townfields of & belonging unto Clapham afsd. (that is to say) One acre on a place there called the Tween lands One other acre on a certain other place there called Tran? lands One acre & one rood on a certain other place there called Walton Cross Three roods on a certain other place therecalled Cart Laine Crook half an acre on a certain other place there over Cryna Bottom half an acre on a certain other place there called the East side of the fflatts And also half an acre on a certain other place there likewise called Lainberr And also Nine Beast gates or herbage & grassing for nine made beasts to go feed & to pasture in upon or throughout All that one stinted pasture within Clapham afsd. & commonly called Clapham Thwaits And also two other Beastgates or herbage & grassing for two other made beasts to go feed & to pasture in upon & throughout All that one other stinted pasture within Clapham afsd. & commonly called the Bottoms with the ground soil unto the sd. Severall & respective beastgates belonging & Also All & singular other the ffreehold messuages lands tenements beastgates hereditaments & appurtenances whatsoever of him the sd. JONAS CLAPHAM situate lying & being within the Township of Clapham afsd. & sd. County of York Together with all & singular houses edifices buildings ffields ffronts yards banksides steerooms dunghill steads ways paths passages waters watercourses hedges ffences walls ditches woods underwoods & timber trees balks rains moors wasts mosses commons common of pasture & turbary rights liberties priviledges hereditaments & appurtenances whatsoever unto the sd. Severall & respective messuages lands tenements beastgates hereditaments & premises or any part or parcel thereof belonging or in any wise appertaining To hold unto the sd. John Heaton his heirs & assigns absolutely for ever Which sd. Indentures of lease & release

are witnessed by Edward Salisbury & Giles Sidgwick both of Newton in the County of York Gentlemen

Signed & sealed in the presence of us:-

Edward Salisbury John Heaton Giles Sidgwick

#### SUMMARY

RP (SG1) Book RR page 321 No.420

29<sup>th</sup>.June 1743 Clapham to Heaton

Jonas Clapham of Moss House in township of Easington yeoman & Ellen his wife leasing to John Heaton of New House in township of Easington.

One house in CLAPHAM (late or now in possession of Oliver Thornton & Thomas Tomlinson) & adjoining buildings, arable maedows & pastures & beastgates.

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RP (SG2) Ref. Book NN Page 608 No.875

Clark....to Cookson

(No.23) Satisfied as by Certificate dated the thirtieth day of April 1743

Regd.19<sup>th</sup>.June 1741 at four in the afternoon.

INDENTURES of lease and release bearing date respectively the seventh & eighth days of April in the year of our Lord one thousand seven hundred & forty one the lease being made Between Samuel Clark of the City of York Esquire Henry Hewitt of paythorn in the County of York Gentleman & Jonas Clapham of Rawmoor within the parish of Slaidburn & sd. County of York yeoman of the one part & John Cookson of Wakefield in the sd. County of York Doctor in physick of the other part And the release being quadripartite & made between the sd. Samuel Clark & Henry Hewitt of the first part John Hewitt of Broughton in the sd. County of York Clerk of the second part the sd. Jonas Clapham of the third part & the sd. John Cookson of the fourth part Of & concerning All that one messuage or dwellinghouse situate standing & being in Clapham in the sd. County of York & now or late in the possession of Oliver Thornton & Thomas Tomlinson with one barn one stable one turfhouse one orchard & one garden thereunto belonging & adjoining And also all those several closes inclosures or parcels of land arable meadow & pasture ground lying & being in Clapham afsd. To the sd. Messuage or dwellinghouse also belonging & commonly called or known by the several name or names of the Croft the East Myer the Cryna Bottam with one barn thereon erected the Eskham Close the Holme thereunto adjoining the Smallfield the two Calterberr Closes the Conishberr the Newhouse hill & the Alan Closes And also all those several pieces or parcels of arable meadow & pasture Ground hereafter particularly mentioned lying & being within the townfields of & belonging unto Clapham afsd. (that is to say) One acre on a place there called the Tweenlands One other acre on a certain other place there called Tran Lands One acre & one rood on a certain other place there called Walton Cross Three Roods on a certain other place there called Cartland Crook half an acre on a certain other place there called Over Cryna Bottam half an acre on a certain other place there called the East side of the flats And also half an acre on a certain other place there likewise called Lainberr And also nine beastgates or herbage & grassing for nine made beasts to go feed & to pasture in upon & throughout all that one stinted pasture within

Clapham afsd. & commonly called Clapham Thwaites And also two other beastgates or herbage & grassing for two other made beasts to go feed & to pasture in upon & throughout all that one other stinted pasture within Clapham afsd. & commonly called the Bottams with the ground & soyl unto the sd. several & respective beastgates belonging And also all & singular other the freehold messuages lands tenements beastgates hereditaments & appurtenances whatsoever of them the sd. Samuel Clark Henry Hewitt & Jonas Clapham or any of them situate lying & being within the township of Clapham afsd. & sd. County of York To hold unto the sd. John Cookson his Heirs & assigns for ever subject nevertheless to a proviso in the sd. Indenture of release contained for the sd. Jonas Clapham to redeem the same on payment of the sum of four hundred & fifty pounds & interest after the rate of four pounds ten shillings a hundred at such day & time as is mentioned therein which sd. Indentures of lease & release are respectively witnessed as to the Execution thereof by the sd. Samuel Clarke Henry Hewitt & Jonas Clapham by John Bradley of Skipton Edward Salisbury & Thomas Dawson both of Newton & all in the sd. County of York Gentlemen

Signed & sealed in the presence of

Edw.Salisbury sworn

Jonas Clapham

Thos.Dawson

#### SUMMARY

RP (SG2) Book NN page 608 No.875

30<sup>th</sup>.April 1743 Clark to Cookson

Samuel Clark of York Esquire, Henry Hewitt of Paythorn Gent. & Jonas Clapham of Rawmoor yeoman lease to John Cookson of Wakefield doctor in physick.

One house in CLAPHAM (late or now in the possession of Oliver Thornton & Thomas Tomlinson) & adjacent buildings, arabe meadows & pastures & beastgates. – with proviso that Jonas Clapham can redeem the above on payment of £450 plus interest.

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RP (SG 3) Ref.Book HH Page 678 No.870

Smirthwaite ...to Hewitt

Regd. 15<sup>th</sup>.May 1736 near twelve at noon.

INDENTURES of lease & release bearing date respectively the nineteenth & twentieth days of April in the year of our Lord One thousand seven hundred & thirty six The lease being made BETWEEN Richard Smirthwaite of Bottam Boat within the parish of Wakefield & County of York Gentleman & Jonas Clapham of Rawmoor within the parish of Slaidburn & sd. County of York yeoman of the one part & John Hewett of Broughton in the sd. County of York Clerk of the other part AND the release being tripartite & made Between the sd. Richard Smirthwaite of the first part the sd. Jonas Clapham of the second part & the sd. John Hewitt of the third part Of & concerning All that one messuage or dwellinghouse situate standing & being in Clapham in the sd. County of York & now in the possession of Oliver Thornton & Thomas Tomlinson with one barn one stable one turfhouse one orchard & one garden thereunto belonging & adjoining And also all those severall closes inclosures or parcels of arable meadow & pasture ground lying & being in Clapham afsd. to the sd. messuage or dwellinghouse also belonging & commonly called & known by the

severall name & names of the Croft the East Myre the Cryna Bottam with one barn thereon erected the Eskham Close the Holme thereunto adjoining the Smallfield the two Calterberr Closes the Conishber the New Close Hill & the Allan Closes And also all those severall pieces or parcels of arable meadow & pasture ground hereafter particularly mentioned lying & being within the townfields of & belonging unto Clapham afsd. (that is to say) One acre on a place there called the Tween Lands one other acre on a certain other place there called Tran Lands one acre & one rood on a certain other place there called Walton Cross three roods on a certain other place there called Cart Land Crook halfe an acre on a certain other place there called Over Cryna Bottam halfe an acre on a certain other place there called the East side of the Flatts And also halfe an acre on a certain other place there likewise called Lainberr And also nine beastgates or herbage & grassing for nine made beasts to go feed & to pasture in upon & throughout all that one stinted pasture within Clapham afsd. & commonly called Clapham Thwaites And also two other beastgates or herbage & grassing for two other made beasts to go feed & to pasture in upon & throughout all that one other stinted pasture within Clapham afsd. & commonly called the Bottams with the ground & soil into the sd. severall & respective beastgates belonging And also all & singular other the freehold messuages lands tenements beastgates hereditaments & premises whatsoever of them the sd. Richard Smirthwaite & Jonas Clapham or either of them situate lying & being within the township of Clapham afsd. & sd. County of York Together with & singular houses edifices buildings ffields fronts yards backsides steerooms dunghill steads ways paths passages waters watercourses hedges fences walls ditches woods underwoods & timber trees balks rains moors wasts mosses commons common of pasture & turbary rights liberties priviledges hereditaments & appurtenances whatsoever unto the sd. severall & respective messuages lands tenements beastgates hereditaments & premises or any part & parcel thereof belonging or in any wise appertaining Which sd. Indentures as to the execution thereof by the sd. Richard Smirthwaite are respectively witnessed by Benjamin Hargreaves of Bottan House within the parish of Wakefield afsd. Ironmonger & Christopher Hunter of Newton in the sd. County of York Gent & as to the execution thereof by the sd. Jonas Clapham are respectively witnessed by the sd. Christopher Hunter & Edward Salisbury of Newton afsd. Gent.

Signed & sealed in the presence of us

Chris Hunter Sworn

Jonas Clapham

Edw.Salisbury

#### SUMMARY

RP (SG 3) Ref.Book HH page 678 No.870

Smirthwaite to Hewitt 15<sup>th</sup>.May 1736

Richard Smirthwaite of Bottam Boat Wakefield Gent & Jonas Clapham of Rawmoor Slaidburn yeoman lease to John Hewett of Broughton Clerk.

One house in CLAPHAM (now in possession of Oliver Thornton & Thomas Tomlinson) & buildings, arable meadows , pastures & beastgates.

RP (SG 4) Unfortunately no ref. Numbers on this document. Some of document missing all down one side.

THIS INDENTURE made the first day of the year of our Lord one thousand eight hundred & twenty five between The Reverand John Clapham of Giggleswick in the

County of York Clerk of the one part, & Alexander Hardacre of Hellifield in the same County Gentleman of the other part, WITNESSETH that in consideration of the sum of five shillings of lawful English money to the sd. John Clapham in hand (paid to the) sd. Alexander Hardacre, upon or before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, He the (Rev. John?) Clapham HATH bargained & sold, & by these presents DOTH bargain & sell, unto the sd. Alexander Hardacre his exec. Admin. & assigns, ALL those messuages cottages or dwellinghouses & other buildings, & all those closes or parcels of land ..... & hereditaments, of what nature or kind soever, situate within the several townships of Settle & Giggleswick in the parish of Gigg. & County of York, out of which the several apportioned yearly rents of two shillings & nine pence halfpenny, five pence halfpenny, nine shillings, one shilling & five pence halfpenny, & one shilling, or so much & such part or parts of the sd. .... unto as was or were reserved on any lease or leases for years, are or is respectively issuing & payable, or are or is now actually ..... by the sd. Alexander Hardacre to the sd. John Clapham as grantee of the most noble William Spencer Duke of Devonshire; TOGETHER with all houses outhouses edifices barns stables buildings orchards yards gardens lands meadows pastures feedings commons common of pasture & turbary woods underwoods ways waters watercourses liberties easements profits rights members ..... advantages & appurtenances whatsoever, to the sd. messuages tenements land & hereditaments belonging or in any (way?) appertaining; AND the reversion & reversions remainder & remainders yearly & other rents issues & profits ..... & especially the sd. apportioned rents of two shillings & nine pence halfpenny, five pence halfpenny, nine shillings, one shilling & five pence halfpenny, & one shilling herein before particularly mentioned, & now payable to the sd. John Clapham in respect of the tenements holden by the sd. Alexander Hardacre within the severall townships of Settle & Gigg. (afsd.); whether such rents or any of them or any part thereof may have been reserved upon a demise or demises for any term or terms ..... Or upon the occasion of any grant or grants in fee=farm, or otherwise (save & except all such mines & minerals, & full power to search for the same, & all such rights of free=warren, & other seigniorial rights, as the sd. William Spencer Duke of Devonshire is entitled to, in over or upon all or any of the hereditaments out of which the sd. rents are issuing, or ..... have been entitled to, if the Conveyance of the sd. Rents & hereditaments from the sd. Duke to the sd. John Clapham had not been made & executed: TO HAVE & TO HOLD the sd. messuages cottages or dwellinghouses land. tenements ..... & hereditaments, hereby bargained & sold, with their appurtenances; except as afsd., unto the sd. Alexander Hardacre his exec. admin. & assigns from the day next before the day of the date of these presents, for and (during?) the term of one whole year, from thence next ensuing & fully to be complete & ended: YIELDING & paying (hereunto?) the sd. John Clapham his heirs or assigns, the rent of one peppercorn, on the last day of the sd. term, if demanded To the intent & purpose that by virtue of these presents & by force of the statute made for transferring uses ..... possession, the sd. Alexander Hardacre may be in the full & actual possession of the sd. messuages cottages or dwellinghouses land tenements rents & hereditaments, hereby bargained & sold or intended so to be, with the appurtenances ..... may be thereby enabled to accept & take a Grant & Release of the reversion & inheritance thereof, to him his heirs & assigns forever. IN WITNESS whereof the sd. Parties to these presents have hereunto setttheir hands & seals, the day & year first above written.

John Clapham

## SUMMARY

RP (SG4) No Ref. number on document.

Rev. John Clapham to Alexander Hardacre.

Rev. John Clapham of Gigg. Bargains etc. to Alexander Hardacre of Hellifield Gent.  
For five shillings.

Messuages, cottages & other buildings & land situate within SETTLE & GIGG. Plus  
rents to be held by Alexander Hardacre for one year.

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RP ( SG 5) Lancs. R.O. Ref. DDX 223/14

1686 THIS INDENTURE MADE the twenty ninth day of May in the second year of the reign of our sovereign Lord James the second by the grace of God of England Scotland Ffrance & Ireland King Defender of the faith et.  
BETWEENE Henry Browne of Stackhouse in the parish of Giggleswick in the County of York yeoman of the one part And Richard Preston of Settle in the County afsd. Gent of the other part WITNESSETH that the sd. Henry Browne for & in consideration of the sum of fifty six pounds eleaven shillings four pence of lawful English money to him in hand payd by the sd. Richard Preston at & before the sealing & delivery of these presents the receipt whereof the sd. Henry Browne doth hereby acknowledge & thereof & of every part & parcell thereof doth fully & absolutely acquit free & discharge the sd. Richard Preston his heysr exec. & admin. & every of them for ever by these presents HATH DEMISED granted bargained sold aliend assigned & sett over & by these presents doth for & from himself his exec. & admin. fully & absolutely demise grant bargaine sell aliene assigne sett over & confirme unto the sd. Richard Preston his exec. admin. & assigns ALL that one piece or parcell of ground called HIPPINLANDS contayning by estimation one rood & thirty four falls bee it more or less And also one parcell of ground called upper Lineholme being by estimation one acre & a halfe bee it more or less, And alsoe one (little) pcell called (Euland?) being six falls be it more or less And also one other parcell of ground called Crooks contayning by measure one rood & twenty six falls And also one other parcell called Cringleholme being by measure one rood & five falls, All which sd. premisses are lying & being within the territories of Settle & Gigg. Afsd. And late in the possession of William Browne father to the sd. Henry deceased & now in the possession of the sd. Henry Browne his tennant or tennants assigne or assigns together with all & singular ways paths passages woods watters walls fences wastes waste grounds balks raynes libertys easements profitts priviledges hereditaments & appurtenances whatsoever to the sd. premisses or any parte or parcell thereof belonging or of right in anywise appertayning or accepted reputed used occupied or enjoyed (accompted?) or taken to bee as parte pcell or member thereof or of any parte or pcell thereof And all his the sd. Henry Browns full & whole estate right tyle interest use possession occupation propriety clayme & demand whatsoever, of in & unto the sd. premisses & every parte & pcell thereof together with all & singular deeds

writings & evidences whatsoever which hee the sd. Henry Browne hath or can p.... without suite in law which doe onely concerne the premisses & the true coppys of all other deeds writings & evidences whatsoever which amongst other things doe concerne the same such coppys to bee written at the costs & charges of the sd. Richard Preston his exec. admin. or assigns TO HAVE AND TO HOLD the sd. five severall pcells of ground & all & singular other the above demised or mentioned to bee demised premisses with theyr hereditaments & appurtenances unto the sd. Richard Preston his exec. admin. & assigns from & immediately after the day of the date hereof for during & unto the full & ..... of the terms of two thousand years now next following fully to bee compleat & ended YIELDING & paying then of once yearly during the sd. terme unto the chiefe Lord or Lords of the premisses the Annual rent of two shillings seavenpence at the accustomed days of payment in case soe much bee really due for the same. AND the sd. Henry Browne for himself his heyres exec. & admin. doth covenant promise grant & agree to & with the sd. Richard Preston his exec. admin. & assigns & to & with every of them by these presents in maner & forme following (that is to say) that hee the sd. Henry Browne at the time of the sealing & delivery of these presents is & standeth soe lawfully possessed of the sd. five severall parcells of ground with theyr appurtenances that hee hath himself full power good right & lawful authority to grant & confirme the same unto the sd. Richard Preston his exec. admin. & assigns in maner & forme afsd. AND that hee the sd. Richard Preston his exec. admin. or assigns shall at all times hereafter during the above sd. terme peaceably & quietly have hold use occupy posesse & enjoy all & singular the above demised or mentioned to bee demised premisses with theyr hereditaments & appurtenances without the lawful lett suite trouble molestation eviction ejection denyall hinderance or incumbrance whatsoever of him the sd. Henry Browne his exec. or admin. or of any other person or persons whomsoever lawfully clayming by from or under him them or any of them clearly acquitted & discharged OF AND FROM all & all maner of former & other bargains sales gifts grants lease & leases joyntures dowers & title of dower wills intayls debts of record mortgages rents acerages of rents fines forfeitures issues & amerciaments & of & from all other acts estates tytles charges troubles & incumbrances whatsoever had or to bee had made done suffered or consented unto by the sd. Henry Browne his exec. or admin. or by his theyr or any of theyr (means?) acts assents consents privitys or (procurements?) the rent before in those presents reserved & all other dues suits & services hereintoforth growing due for & in respect of the premisses onely excepted AND lastly that hee the sd. Henry Browne his exec. admin. or assigns or any of them shall & will at any time hereafter within the space of ( ten?) years now next coming at & upon the reasonable request & at the costs & charges in the law of the sd. Richard Preston his exec. admin. or assigns make doe acknowledge execute & suffer or cause to bee made done acknowledged executed & suffered all & every such further & reasonable act & acts thing & things device & devices assurances & conveyances in the law whatsoever for the further & more perfect assurance surety sue making & convaying of all & singular the above demised premisses with theyr hereditaments & appurtenances unto the sd. Richard Preston his exec. admin. & assigns for the above sd. terme of two thousand years Bee it by matter in faith or matter of Record or by any other lawful ways or means whatsoever as by the sd. Richard Preston his exec. admin. or assigns or his

theyr or any of theyr counsill learned in the law shall be lawfully & reasonably demised or advised & required IN WITNESS whereof the parties above sd. to these present Indentures interchangeably have sett theyr hands & seals the day & year first above written.

Henry Browne

*There are three separate pieces of paper glued to bottom of document.*

- 1) The condition of .....written obligation is such that if the within .....Henry Browne his heirs exec. & admin. & every of them doe at all times hereafter well & truly observe & forme fullfill doo & keep all & singular .....(covents?) promisses grants & agreements which on his & theyr (persons?) & behalfes ..... & ought to bee observed & performed fullfilled done & kept expressed & (declared?) one Indenture of promise bearing date with the within written obligation made between the sd. Henry Browne of the one parte & the within named Richard Preston of the other parte & that all things according to the true intent & meaning of the same Indenture that then the within written obligation to bee voyd otherwise in force.
- 2) Henry Browne Deed for the lands ...../...../..... 29<sup>th</sup>.May 1686 Henry Browne unto Richard Preston ...../..... Of five several parcels of land in the Hipping Lands & Crooks for 2000 years.        Lords? Rent    2.7
- 3) *This one in Latin*

## SUMMARY

RP (SG5) Lancs. R.O.Ref. DDX 223/4

29<sup>th</sup>.May 1686

Henry Browne of Stackhouse yeoman to Richard Preston of Settle Gent.  
Henry Browne for £56.11.4d. bargain to Richard Preston parcellof land called Hippiinlands & other lands (five in all) being in SETTLE & GIGG. ( & late in the possession of William Browne father to Henry & now deceased) plus appurtenances & premises.

To have said five parcels of land for 2,000 years.

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(SG 6) Lancs.R.O. Ref. 1598

This Indenture made the eght day of Februarie in the fourtieth yeare of the Reagne of our most (perfect?) & (sovereine?) ladie Elizabeth by the grace of God of England France & Ireland Queene defender of the faith et. BETWEENE Richard Caterall sone & heyre apparent of John Caterall of Raithmell in Craven in the County of Yorke (esquire?) upon the one partie & John Burton & Richard Burton his sone of Raithmell in the sd. countie of Yorke husbandmen upon the other partie WITNESSETH that the

sd. Richard Catterall (will?) for & in consideration of a certyn sume of good & lawful money of England to him the sd. Richard Catterall well (kind? trewly? Contented?) & paid before then sealing & deliverie hereof by the hand of the sd. John Burton & Richard Burton whereof & whereas he the sd. Richard Catterall acknowledgieth & confesseth himself well & trewlie contented satisfied & paid & the sd. John Burton & Richard Burton thear heyres exec. admin. & assignes hereby comitted exonerated & discharged for ever by these presents & also for divers other ..... causes (well?) reasonable considerations him thear unto especially moving have demysed granted set & to farme letton & by these presents doth demyse grante set & to farme lett unto the sd. John Burton & Richard Burton & thear assigns all those low pacells of meadow ground within the townfield of Raithmell the one called by the name of the (weaning?) laite in the occupation of one Sybell Frankland & nowe in the occupation of one Robert Banke of Raithmell or his assigns with sd. parcell of meadowe ground at the west & northe & joyning to the ground of Roger Armitstead which parcell of meadowe ground is by estimation one acre or thereabouts & the other parcell of meadowe ground lying & being betweene John Foster .....close & James Carr of (Capelliwhaite?) (thysell lease?) & at the northe side joyning to one dicke at the uper side of the (thysell leases?) & the southe end joyninge to James Armitstead tarnclose all which parcell of meadowe ground is known by the name of the tarnes now in the occupaytione of one William Armitstead or (Barthillamewe?) Armitstead or thear assigns ..... which parcell of ground is by estimatione one (acre?) or thereabouts to have & to rent the sd. twoe pcells of meadowe & sufficient wayes & easements to & frome the same to the sd. John Burton & Richard Burton thear exec. admin. & assigns immediately frome & after the day of the decese of the sd. John Caterall for & during & unto the full end & tearme & during all the tearme of twentie & one years then next ensuing fullie to be compleat & sided yealding & paying yearly thearfore during the sd. tearme of twentie & one years unto the sd. Richard Caterall his heyres & assigns the yearly rent of tow shillings of lawful money of England to be paid at Pentecost & Saint Matine the bishoppe in Winter by even portions & the sd. Richard Caterall for himself his heyres exec. admin. & assigns covenantethe & grantethe to & with the sd. John Burton & Richard Burton thear exec. admin. & assigns by these presents that he the sd. Richard Caterall the day of the making hearof have full power & lawful ..... by good & sufficient tytell in the land & in his own (right?) to demise grant let & .....(*several words obliterated*) singular the appurtenances belonging in maner & forme afsd. & that the sd. demysed premises & everie part & pcell thereof frome & after the day of the decese of the sd. John Caterall shall remaine & be to the sd. John Burton & Richard Burton theare exec. admin. & assigns clearly discharged or otherwayes sufficiently saved & kept harmless & indemnified of & frome all & all maner of formar & other bargines leases grants estates tytells rent charges jointures feefments dowers statutes m..... & of the stapell extente judgements (exemtions?) penilties & all other articles charges troubles ..... & incumbrances whatsoever heartofore had made acknoweledged suffered or done or at any tyme hereafter to be had made suffered or done by the sd. Richard Caterall his heyres or assigns during the sd. (tyme?) the sd. Richard Caterall for himselfe his heyres exec. admin. & assigns & everie of them covenantethe & to & with the sd. John Burton & Richard Burton thear exec. admin. & assigns by thiese presents that he the sd. Richard Caterall his heyres or assigns shall in upon the day of the decese of the sd. John Caterall deliver unto the sd. John Burton or Richard Burton thear exec. admin. & assigns full quiet & peaceable posession & .....sone of all the sd. demysed premises so that it shall & may be lawfull to & for the sd. John Burton &

Richard Burton thear exec. admin. & assigns quietly & peaceably to have hould occupie & quietly to enjoy the sd. premises to his & theare most profite & advantage without any lawful let troubell .....vexation or incumbrances whatsoever of him the sd. Richard Caterall his heyres exec. admin. or assigns or any of them by frome or under the estaite right or tytell of him the sd. Richard Caterall his heyres or assigns in any wyse or other wyse & that he the sd. Richard Caterall his heyres or assigns shall & will at all & everie tyme & tymes during the sd. tearme upon the reasonable request cost & charges of the sd. John Burton or Richard Burton theyre heyres exec. admin. or assignms or attornie in that behalfe maike acknowledge assuraunte & assurances whatsoever for the further better & more just making granting conveying & assuring of the sd. premises & the appurtenances during the tearme of twentie & one yeares unto the sd. John Burton & Richard Burton thear exec. admin. & assigns as by the sd. John Burton & Richard Burton thear exec. admin. & assigns or any of them of thear counsell learned in the lawe shall reasonably devised advise counsell or requested to the assure (efect?) purport & true meaning of these presente Indentures whearof to thos presente Indentures the parties above sd. interchangeably have put thear hands & seales the day & year above written.

Richard Catterall lease to John Burton & Richard Burton for certain lands in Ranthmell

Sealed assigned & delivered in the sight & presence of us  
James Paycock Ralph (Brearllay?) Ro: (Jenkinson?)

#### SUMMARY

RP(SG6) Lancs.R.O.ref.1598

8<sup>th</sup>.Feb.1597/8

Richard Caterall son of John Caterall of Rathmell esquire let to John Burton & Richard Burton his son of Rathmell husbandmen.

Meadow land within townfield of RATHMELL (late in occupation of Sybell Frankland) & now in occupation of Robert Banke of Rathmell) & other meadow grounds for 21 years with yearly rent of two shillings.

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(SG 7) Ref. WYAS H 511 R.Witton Jn. Smith

Banks to Hardacre

Regd. Eighteenth of January 1716 at five in the afternoon.

635 AN INDENTURE of bargain & sale bearing date the seventeenth day of October in the year of our Lord God one thousand seven hundred & sixteen & in the third year of the reign of his perfect Majestie King George made Between William Banks of Hellifield in the parish of Long Preston & County of York yeoman of the one part and Richard Hardacre of Hellifield afsd. Yeoman of the other part Whereby the sd. William Banks for & in consideration of the sum of 13 shillings? of lawful British money to him or for his proper debt already paid by the sd. Richard Hardacre doth

grant bargain sell alien enfeoff & confirm unto him the sd. Richard Hardacre & to his heirs & assigns forever All that one close of arable & meadow ground called little green being parcell of the freehold lands within Hellifield afsd. Belonging to him the sd. William Banks And the revercon & revercons remainder & remainders rents ffines & profitts thereof To Have & To Hold the sd. premises with their hereditaments & appurtenances unto him the sd. Richard Hardacre his heirs & assigns to the sole & proper use & behalf of him the sd. Richard Hardacre his heirs & assigns forever which sd. Indenture is witnessed by Thomas Sergeantson of Gallaber in the parish of Long Preston afsd. Yeoman John Twistleton of Shearwood in the parish of Gigg. yeoman & Robert Nelson of Hellifield afsd. Blacksmith Thomas Geldard of Long Preston afsd. Schoolmaster & Robert Armitstead of Hellifield afsd. Yeoman Sealed & signed in the presence of Robt. Armitstead Jnr. Richard Hardacre Tho. Geldard

## SUMMARY

RP (SG7)YAS H511

Bargain & sale. William Banks of Hellifield yeoman to Richard Hardacre of Hellifield yeoman

For the sum of thirteen shillings William Banks grants to Richard Hardacre the close of arable & meadow ground called Little green. HELLIFIELD

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636 Banks to Armitstead

Regd. Eighteenth of January 1716 at five in the afternoon

AN INDENTURE of bargain & sale bearing date the seventeenth day of October in the year of our Lord God one thousand seven hundred & sixteen & in the third year of the reign of his perfect majestie King George made Between William Banks of Hellifield in the parish of Long Preston & County of York yeoman of the one part & Robert Armitstead of Hellifield afsd. Yeoman of the other part Whereby the sd. William Banks for & in consideration of the sum of ten pounds seven shillings & six pence of lawful British money to him or for his proper debt already paid by the sd. Robert Armitstead doth grant bargain sell alien unfeoff & confirm unto him the sd. Robert Armitstead his heirs & assigns forever All that little close lying on Hellifield Green comonly called (linghill?) being parcell of the freehold lands within Hellifield afsd. Belonging to him the sd. William Banks & the revercon & revercons remainder & remainders rents issues & profitts thereof To Have & To Hold the sd. premises with their hereditaments & appurtenances unto him the sd. Robert Armitstead his heirs & assigns for the sole & proper use & behalfe of him the sd. Robert Armitstead his heirs & assigns forever which sd. Indenture is witnessed by Thomas Sergeantson of Gallaber in the parish of Long Preston afsd. Yeoman John Twistleton of Shearwood in the parish of Gigg. Yeoman Robert Nelson of Hellifield afsd. Blacksmith Thomas Geldard of Long Preston afsd. Schoolmaster & Richard Hardacre of Hellifield afsd. Yeoman.

Sealed & signed in the presence of

Richard Hardacre Jnr. Robert Armitstead Tho: Geldard

## SUMMARY

Bargain & sale. William Banks of Hellifield yeoman to Robert Armitstead of Hellifield yeoman

For the sum of the pounds seven shillings & sixpence William Banks grants to Robert Armitstead the little close called (Linghill?) on HELLIFIELD Green.

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RP (SG8) *No ref. just a stamp with Settle on it above a crown & below 12.12.49*

THIS INDENTURE made the eleventh day of March in the year of our Lord one thousand eight hundred & fifty BETWEEN Robert Thompson of Long Preston in the County of York yeoman and Mary Thompson of the same place spinster of the one part & William Johnson of Wham in the sd. County of York farmer of the other part WITNESSETH that the sd. Robert Thompson & Mary Thompson in consideration of the rents covenants & agreements hereinafter reserved & contained & on the part of the sd. William Johnson his exec. & admin. to be done & performed Do & each of them DOTH demise lease set & to farm let unto the sd. William Johnson his exec. & admin. ALL THAT messuage farm or tenement with the outbuildings closes inclosures & parcels of land to the same belonging situate at Wham in the parish of Gigg. in the County afsd. & containing by recent survey including the roads watercourses & sites of the buildings over through & upon the same one hundred & five acres three roods & five? Perches or thereabouts & now in the occupation of the sd. William Johnson TOGETHER with the rights members & appurtenances to the same belonging or appertaining save & except all timber trees & wood & also all mines minerals & stone & also all game & fish upon the sd. farm with full & free libertie to cut down the sd. timber trees & wood & sport over the sd. farm & premises & to course upon any part of the sd. hereditaments & premises for any of the purposes afsd. & to view the state & condition thereof & at all reasonable times of the year to carry away any part of the timber trees & wood so cut down as afsd. TO HAVE & TO HOLD the sd. hereditaments & premises hereby demised with the appurtenances (except as afsd.) unto the sd. William Johnson his exec. & admin. in manner following (that is to say) the lands & closes for the purposes of husbandry from the thirteenth day of February now last the meadow & pasture lands from the first day of March instant & the messuage & buildings from the twelfth day of May now next for the term of three years from thence next ensuing YIELDING & PAYING therefore yearly & every year during the sd. term unto the sd. Robert Thompson & Mary Thompson & their respective heirs exec. admin. & assigns the clear yearly rent or sum of sixty pounds of lawful money free from all quit rents land tax lords rents parochial & other rates taxes & assessments whatsoever (except property tax & tithe rent charge) THE rent to become due & payable annually during the continuance of this demise on the first day of June yearly or as soon after as demanded in the first or any subsequent year of the sd. term but if not required to be so paid then to be paid & payable half yearly on the twelfth day of November & the twelfth day of May yearly the first of such payments to be made on the twelfth day of November next & the receiving the rent half yearly is not to prejudice the sd. Robert Thompson & Mary Thompson their heirs exec. admin. or assigns or be constructed as a waiver of their right to receive & distrain for the whole years rent on the sd. first day of June or any time afterwards in the same or any subsequent year & the notice of distress in such case shall be considered a sufficient notice & demand that the same is required to be paid in one sum as a rent in advance AND ALSO YIELDING & PAYING unto the

sd. Robert Thompson & Mary Thompson their heirs exec. admin. or assigns (over & above the sd. rent hereinbefore reserved) the yearly rent or sum of twenty pounds of lawful money afsd. at the days & in manner & form afsd. for every acre & in that proportion for every greater or less quantity than an acre of meadow or ancient pasture ground which the sd. William Johnson his exec. or admin. shall at any time or times during the sd. term pare plough burn break up or convert into tillage or convert the meadow land into pasture or mow the meadow land more than once in any one year without the licence or consent of the sd. Robert Thompson & Mary Thompson their heirs exec. admin. or assigns first had obtained the first payment to begin & be made immediately after the sd. paring ploughing burning or breaking up into tillage or on the change or conversion into meadow or pasture land as afsd. AND the sd. William Johnson doth covenant promise & agree to & with the sd. Robert Thompson & Mary Thompson their heirs exec. admin. & assigns that he his heirs exec. & admin. shall & will well & truly pay unto the sd. Robert Thompson & Mary Thompson their heirs exec. or admin. the sd. clear yearly rent or sum of sixty pounds of lawful money together with all such increased rents if any as shall grow due for the same at the days & times & on the changes of husbandry or other events hereinbefore mentioned & shall & will at his own expence at all times during the continuance of this demise as occasion shall require well & sufficiently repair amend & keep in good tenantable repair the farm house barns & other buildings hereby demised or hereafter to be erected on the sd. farm (the main walls & principal timber of the buildings only excepted) AND also the walls gates stiles hedges ditches wears watercourses drains & fences belonging to the sd. demised premises in by & with all manner of needful & necessary reparations & amendments whatsoever when where & as afsd. as need or occasion shall require the same being first put into such good & tenantable order & repair by the sd. Robert Thompson & Mary Thompson their heirs & assigns & shall & will at the end or other sooner determination of the sd. term peaceably surrender & deliver up the possession of all the sd. demised premises in such good tenantable repair unto them the sd. Robert Thomson & Mary Thompson their heirs exec. admin. or assigns AND FURTHER that he his exec. or admin. shall not nor will at any time or times during the continuance of this demise permit or suffer the land to be ploughed delved pared burned broken up or converted into tillage or arable land any part or parts of the sd. demised premises (except the close of land called the moss) nor suffer any part of the pasture ground to be mown or converted into meadow land or meadow land converted into pasture land or mown more than once in any one year without the consent of the owners or their agent in writing first obtained & shall not nor will sell or dispose of any part of the hay corn in the straw or other produce which shall arise from the sd. premises nor any manure dung or compost which shall be made from the same but shall & will eat & consume the produce upon the premises & in a husbandlike manner set spread & bestow the manure arising therefrom upon some of the meadow grounds yearly & at the expiration or other sooner determination of the sd. term leave so much of such manure & tillage as shall be then unused out upon some convenient part of the sd. premises for the use of the sd. Robert Thompson & Mary Thompson their heirs exec. admin. or assigns or his or her oncoming tenant AND in case it shall at any time hereafter be found necessary to have recourse to a distress to recover rent in arrears it shall be lawful to sell the hog & wintereatage & other produce growing or being on the sd. premises And also the hay straw & other produce to be consumed on the premises & for the purchaser or purchasers thereof to make use of the shippons & buildings to eat the produce therein & the purchasers thereof to have full & free liberty at all times during the consumption of the produce

to make use of the usual watering places for their cattle without making any compensation to the sd. William Johnson his exec. admin. or assigns AND FURTHER that he the sd. William Johnson his exec. admin. or assigns shall not nor will during the continuance of this demise let demise assign over otherwise part with the possession of the sd. hereby demised premises or any part thereof to any person or persons whomsoever without the consent of the sd. Robert Thompson & Mary Thompson their heirs exec. admin. or assigns in writing for that purpose first obtained & shall not nor will depasture & keep more horses than may be necessary to cultivate the sd. premises or keep a greater number of meat cattle during the last year of the sd. term than has been usual in former years or sell or dispose of the wintereatage hog or other eatage of any part thereof AND FURTHER also that he the sd. William Johnson his exec. admin. & assigns shall & will during the continuance of this demise get now & for & ... the same cut make & complete one hundred roods of good substantial & suitable stone drains where necessary yearly to the satisfaction of the sd. Robert Thompson & Mary Thompson their heirs exec. or admin. & also yearly cart lay on & spread on suitable ground two hundred loads of well buried lime mixed with earth to be taken out of the drains during the sd. term PROVIDED FURTHER & it is hereby agreed by & between the sd. parties hereto that they the sd. Robert Thompson & Mary Thompson shall & will yearly & every year during the sd. term be at the expence of cutting walling & filling two hundred roods of stone drains & leading & getting stone necessary for that purpose & also pay for two hundred loads of lime annually at the kiln & also pay to him the sd. William Johnson his exec. admin. or assigns the sum of ten pounds at the end of the sd. term in case these presents are fully carried into effect but not otherwise AND FURTHER that they the sd. Robert Thompson & Mary Thompson & William Johnson shall & will break up & plough the close of land called the moss in equal shares & sow the same with corn or turnips & each of them the landlord & tenant shall be entitled to one half of the crop thereby produced & shall also after one crop of corn or turnips bear & pay equally the expense of laying down the sd. close with suitable grass seeds in a husbandlike manner PROVIDED always & these presents are upon this express understanding that if the sd. yearly rent hereby reserved or any part thereof or any other increase rent hereafter to grow due shall be unpaid for the space of twenty days (being first lawfully demanded) or if any covenant proviso or agreement herein contained be not well & faithfully observed & performed by the sd. William Johnson his exec. admin. or assigns according to the true intent & meaning of these presents then & thenceforth it shall be lawful for them the sd. Robert Thompson & Mary Thompson their heirs exec. admin. & assigns to put an end to this demise & into or upon the sd. demised premises or any part thereof in the name of the whole here under & the same to have again & enjoy as in their former estate anything herein contained to the contrary in anywise notwithstanding IN WITNESS where of the sd. parties to these presents have hereunto set their hands & seals the day & year first above written.

Signed sealed & delivered by the within named  
Robert Thompson and William Johnson  
In presence of George Hartley ... Settle  
Signed sealed and delivered by the above  
named Mary Thompson in the presence  
of John Thompson Long Preston

Robt. Thompson  
Mary Thompson

William Johnson

SUMMARY

RP (SG8) No ref. On document      11<sup>th</sup>.March 1850

Robert Thompson of Long Preston yeoman & Mary Thompson spinster lease to William Johnson of Wham farmer,  
Farm buildings closes, inclosures & parcels of land at WHAM in parish of Gigg.  
Lands & closes from 13<sup>th</sup>.February.  
Meadow & pasture from first day of March.  
Messuage & buildings from 12<sup>th</sup>.May – all for three years.  
The yearly rent of £60 & also £20 yearly rent for every acre ploughed broken up or converted into tillage etc. without licence or consent.  
Farmhouse & buildings to be kept in good order etc.  
Haycorn in the straw not to be sold, nor manure, dung or compost either.  
No more horses to be kept than necessary to cultivate the premises.  
Wintereatage hog or other eatage not to be disposed of.  
Stone drains to be cut & 200 loads of lime to be taken out & spread on land.  
Robert & Mary Tompson to pay for cutting, walling & filling stone drains & getting stone for this purpose & also to pay for 200 loads of lime at the kiln.  
All three of them will equally break up & plough the Moss & sow with corn or turnips etc.

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RP (SG9) No.ref. on docu.

*Section missing down centre of document*

This INDENTURE made the eighteenth day of ..... in the year of our Lord one thousand eight hundred BETWEEN Richard Hardacre of Helifield in the County of York Gent. of the one part & Alexander Hardacre of Helifield afsd. eldest son & heir apparent of the sd. Richard Hardacre of the other part WITNESSETH that Richard Hardacre for & in consideration of the natural love & affection which he hath & beareth unto the sd. Alexander Hardacre his son for his better advancement & preferment in life & for settling & assuring the several messuages cottages farms lands tenements hereditaments premises hereinafter more particularly mentioned & described And in consideration of the sum of ten shillings of lawful money of Great Britain to the sd. (Richard?) Hardacre in hand well & truly paid by the sd. Alexander Hardacre at or before the sealing & delivery of these presents the receipt whereof is hereby acknowledged And for divers other good causes & valuable considerations him the sd. Richard Hardacre hereunto moving HE the sd. Richard Hardacre HATH granted bargained sold assigned transferred & set over ..... these presents DOTH grant bargain sell assign transfer & set over unto the sd. Alexander Hardacre his exec. admin. & assigns ALL or so much & such part or parts as is or are of the nature of leasehold ALL those several messuages cottages dwellinghouses of him the sd. Richard Hardacre situate in Gigg. in the County of York afsd. with the barns stables buildings gardens orchards & the several closes ..... Pieces & parcels of land to the same belonging & herein after particularly mentioned (that is to say) Swodale lands with the Little Meadow thereto adjoining Brackenber Copy, Great Town field with the (barn on?) the high side the lane, The Copy on the Backside of the Barn, Little Townfield adjoining lands belonging Mr. William Lawson & Little Townfield

adjoining lands belonging Mr. Thomas Brayshaw, Brown ..... with a barn therein, & a meadow adjoining thereto, Peacock Croft, & Kellet Fold ALL which sd. Premises are situate standing lying & being within the township of Gigg. Afsd. And are now in the several tenures or occupation of Fawcett Bolland, John Hunter, Anthony Brown, Mrs. Holden, William Wildman, Widow Clarke, George Hutton, Thomas Hutton & Henry Heaton their respective (undertenants?) or assigns AND all these the messuages cottages farms lands tenements hereditaments & premises of him the sd. Richard Hardacre in Gigg. fsd. TOGETHER with all & singular ..... outhouses edifices buildings barns stables garths gardens orchards ways paths passages waters watercourses hedges ditches walls fences trees woods underwoods commons common of pasture & turbary rights (liberties?) privileges advantages & appurtenances to the same belonging or in any wise appertaining or accepted reputed taken or known to be part parcel or member thereof AND the reversion & reversions remainder & remainders yearly & other rents issues & profits thereof AND all the estate right title interest use trust property (*sections of the following missing* - relating thereto in the custody or power of him the sd. Richard Hardacre or which he can obtain .... or out of the same or any part thereof TO HAVE & TO HOLD the sd. several messuages cottages premises herein before mentioned & intended to be hereby granted released & assigned (*piece of document missing*) ..... or so much & such part or parts thereof as is or may appear to be freehold tenure unto the sd.) Alexander Hardacre his heirs & assigns TO THE ONLY PROPER USE & BEHOOF (Alexander?) Hardacre his heirs & assigns forever subject to the Lords rent suites & services herein before mentioned AND ALSO SUBJECT to & charged & chargeable nevertheless with the payment of four hundred pounds of lawful money of Great Britain to his sister Ellen Hardacre daughter of the sd. Richard Hardacre on her (marriage?) with the consent of the (*large chunk obliterated*) ..... Yearly & every year after the rate of four pounds per centrum per annum AND ALSO SUBJECT to a charged & chargeable nevertheless with the payment of four hundred & fifty pounds of like lawful money of Great Britain unto his brother William Hardacre son of the sd. Richard Hardacre on his attaining the age of twenty one years with ..... meantime yearly & every year after the rate of five pounds per centrum per annum AND the sd. Richard Hardacre DOTH hereby for himself his heirs exec. & admin. covenant & agree to & with the sd. Alexander Hardacre his heirs exec. Admin. & assigns that he the sd. Richard Hardacre & all & every person & persons whomsoever having or lawfully who shall or may have or lawfully claim any estate right title or interest of into or out of the sd. Several messuages cottages farms lands tenements hereditaments & premises hereby (granted?) & assigned or any part thereof with the appurtenances by from or under him or by from or under any other person or persons whomsoever shall & will from time to time hereafter upon the reasonable request & at the proper costs & charges in the law of the sd. Alexander Hardacre his heirs exec. admin. or assigns make do acknowledge & execute or cause & (procure?) to be made done acknowledged levied suffered & executed all & every such further & other lawful & reasonable acts deeds & things ..... & assurances in the law whatsoever for the further better more perfect & absolute granting conveying & assuring the sd. several messuages cottages farms lands tenements & premises herein before granted released & assigned or intended so to be with the appurtenances unto & to the use of the sd. Alexander Hardacre his heirs exec. admin. in manner & form afsd. AND LASTLY the sd. Alexander Hardacre Doth hereby for himself his heirs exec. & admin. covenant promise & agree to & with the sd. heirs exec. admin. & assigns that he the sd. Alexander Hardacre his heirs exec. admin. or assigns or some of them shall & will well & truly pay or ..... to Ellen

Richard Hardace .....Hardacre

RP (SG9) *No.ref. on document*

Richard Hardacre of Helifield Gent to Alexander Hardacre of Helifield his eldest son.  
Assigns several messuages, cottages etc. in GIGGLESWICK with Barns, buildings  
etc. & parcels of land, priviledges including rights of turbary.  
Also £400 to Ellen Hardacre his daughter on her marriage.  
Also £450 to William Hardacre his son on his attaining 21 years of age.

TRANSCRIBING DOCUMENTS FROM R.POSTLETHWAITE

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RP(SG31) No.ref.number – 30<sup>th</sup>.&31<sup>st</sup>.October 1840

THIS INDENTURE made the thirtieth day of October one thousand eight hundred & forty BETWEEN THOMAS CLAPHAM of Stackhouse in the parish of Giggleswick in the West Riding of the county of York Esquire RICHARD WILDMAN of Long Preston in the sd. West Riding of the county of York schoolmaster THOMAS WILDMAN of Mearbeck in the parish of Gigg. in the West Riding in the county of York afsd. schoolmaster & NANNY WILDMAN of Gigg.afsd. widow of the one part & JOHN MAUDSLEY of Grain House in the parish of Gigg. afsd. yeoman of the other part WITNESSETH that in consideration of the sum of five shillings of lawful English money to each of them the sd. Thomas Clapham Richard Wildman Thomas Wildman & Nanny Wildman in hand well & truly paid by the sd. John Maudsley at or immediately before the execution of these presents the receipt whereof is hereby acknowledged THEY the sd. Thomas Clapham Richard Wildman Thomas Wildman & Nanny Wildman HAVE & each & every of them HATH bargained & sold & by these presents Do & each & every of them DOTH bargain & sell unto the sd. John Maudsley his exec. admin. & ass. ALL THAT close inclosure or parcel of land near the village of Gigg. afsd. situate on the west side of & adjoining the Road leading from Gigg. to Rathmell commonly called or known by the name of Townfield containing in statute measure two acres one rood & three perches be the same more or less TOGETHER with a right of getting turf on Cocket Moss AND also right of five cartloads of turf annually from a certain Dale in the property of the Reverend Thomas Wilson Morley & now in the occupation of William Kendal AND ALSO the tithes of corn & grain arising from the sd. close inclosure or parcel of land & hereditaments or any part thereof AND the land tax formerly charged thereon SUBJECT NEVERTHELESS to an apportioned Rectory Rent of one penny half penny TOGETHER with all & singular the rights members & appurtenances whatsoever to the sd. close inclosure or parcel of land belonging or in any wise appertaining TO HAVE & TO HOLD the sd. close inclosure or parcel of land tithes right of turbary & all & singular other the premises hereby bargained & sold or otherwise assured or intended so to be with their & every of their appurtenances unto the sd. John Maudsley his exec. admin. & assigns from the day next being the day of the date of these presents for the term of one year YIELDING & PAYING therefore unto the sd. Thomas Clapham Richard Wildman Thomas Wildman & Nanny Wildman their heirs & assigns the rent of one peppercorn on the last day of the sd. term if the same should be demanded TO THE INTENT that by force of the statute made for transferring uses into possessions the sd. John Maudsley may be in the actual possession of the sd. close inclosure or parcel of land hereditaments & premises hereby bargained & sold or intended so to be with their appurtenances & be thereby enabled to accept & to take a grant & release of the reversion & inheritance of the same premises to him & his heirs TO THE ONLY PROPER USE & BEHOOF of him the sd. John Maudsley his heirs & assigns for ever by an Indenture already engrossed & intended to bear date the day next after the day of the date of these presents IN WITNESS whereof the sd. parties to these presents have hereunto set their hands & seals the day & year first above written.

Thomas Clapham Thos.Wildman Richard Wildman Nanny Wildman

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Received the day & year first within written of & from the within named John Maudsley the sum of four hundred & sixty four pounds being the consideration within mentioned to be paid to us.

WITNESS to the signature of the  
sd. Thomas Wildman  
George Dudgeon  
Nanny Tomlinson  
Witness to the signature of  
Nanny Wildman  
John Maudsley  
Agnes Turner

Richard Wildman  
Thomas Wildman  
  
Nanny Wildman

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Signed sealed & delivered by the within named Richard Wildman being his signature to his second seal of the within written Indenture in the presence of  
John Hindsworth (clerk to Mr.Dudgeon Solicitor)  
Richard Frankland Long Preston

Signed & sealed & delivered by the within Thomas Wildman being his signature to his second seal of the within Indenture in the presence of  
John Hindsworth  
Agnes Turner servant to W.Wildman

Signed sealed & delivered by the within named Nanny Wildman in the presence of  
John Hindsworth  
Agnes Turner

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Dated 30<sup>th</sup>.& 31<sup>st</sup>. October 1840  
Thomas Clapham Esquire & the widow  
& children of Mr.William Wildman deceased  
to  
Mr.John Maudsley

Release of a close of land  
called Townfield in the  
township & parish of  
Giggleswick  
Com.Ebor.  
Consideration £464

Cowburn Settle

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#### SUMMARY

RP(SG31) No ref. on docum. 30<sup>th</sup>.&31<sup>st</sup>.Oct.1840

Release of a close of land called townfield in GIGGLESWICK for £464.  
From Thomas Clapham Richard Wildman Thomas Wildman Nanny Wildman to John Maudsley.

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RP(SG32) Wakefield R.O.Ref.Judgements Book IR page 5 No.32  
Regd. 25<sup>th</sup>.May 1746

YORKSHIRE to wit Roger Armitstead late of Settle in the sd. county yeoman & Lawrence Shaw late of Skipton in the sd. county bailiff were attched to answer to Alexander Hardacre in a plea wherefore with force & arms.... damages in the whole twenty nine pounds six shillings & eight pence signed by Wm. Robinson Clerk to Prothonotary Barrett the fifteenth day of May one thousand seven hundred & forty six.

#### SUMMARY

RP(SG32) Wakefield R.O.Ref.Judgements Book IR page 5 No.32  
Regd. 25<sup>th</sup>.May 1746

A piece of a document, the rest missing. Possibly concerning GIGGLESWICK area as Alexander Hardacre resided there.

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RP(SG33) No.19 No other ref. Conveyance 8<sup>th</sup>.February 1778 13

THIS INDENTURE made the eight day of February in the year of our lord one thousand seven hundred & seventy eight between Alexander Hardacre of Giggleswick in the county of York Gentleman of the one part & Richard Altham of Whitongill in the parish of Bolton & same county husbandman of the other part. Witnesseth that for & in consideration of the yearly rents covenants & agreements herein after reserved & contained & which on the part & behalf of the sd. Richard Altham his exec. & admin. are & ought to be paid done observed & performed he the sd. Alexander Hardacre THATH demised granted sett & to farm lett, & by these presents Doth demise grant, sett & to farm lett unto the sd. Richard Altham his exec. & admin. All those parcels of lands caled & known by the names following, First of all a field called & known by the name of Swandel Lands adjoining the Watery Lane with a little field adjoining thereto, the next Brackenber Coppy Also a meadow known by the name of Townfield with a barn erected upon the high side of the lane, also another field & meadow with a barn erected thereon known by the name of Brown Wattikers with a dwellinghouse & a garden known by the name of Gregsons Now in the possession of James Brenand situate in Gigg. afsd. Together with all & every the closes, inclosures fields, ways paths, passages waters watercourses liberties profitts commodities & advantages whatsoever to the sd. lands & premises belonging or in any wise appertaining (excepting & always reserving out of this present lease unto the sd. Alexander Hardacre his heirs & assignes all trees woods underwoods mines minerals & metals with free liberty to cut down get, sink, search for & take the same away as to him & them shall seem meet without being trespassers or making any recompense for so doing) To have & to hold the sd. farm & lands herein before mentioned & intended to be hereby demised unto the sd. Richard Altham his exec. & admin. For during & until the full end & term of five years to commence as to husbandry from the thirteenth day of February & eatage of the lands from the fifteenth of April next And the dwellinghoue stable & two barns from the twelfth day of May next YIELDING & PAYING therefore yearly & every year during the sd. term unto the sd. Alexander

Hardacre his heirs or assigns the yearly rent or sum of forty five pounds of lawful money of Gt. Britain at Whitsuntide & the feast of Saint Martin the Bishop in winter, in every year by equal payments, whereof will become due at Whitsuntide, next, & the sd. Richard Altham doth hereby for himself his heirs exec. & admin. covenant promise to & with the sd. Alexander Hardacre his heirs & assigns in manner following (that is to say) that he the sd. Richard Altham his exec. admin. & assigns or some of them shall & will well & truly pay or cause to be paid unto the sd. Alexander Hardacre his heirs or assigns, the sd. yearly rent of forty five pounds of lawful money of Gr. Britain on the days & times & in the manner & form herein before limited & appointed for payment thereof, & also that he the sd. Richard Altham his exec. admin. & assigns shall & will from time to time & at all times during this demise at his & their own expense, keep well drawn opened cleaned & scoured all the main drains & watercourses belonging to the sd. premises when where & as often as need & occasion shall require & also shall & will keep in proper repair all the hedges ditches walls & fences thereunto belonging & at the end or other sooner determination of this demise all the same in such good order & repair shall & will peaceably & quietly leave & yield up unto the sd. Alexander Hardacre his heirs or assigns & likewise that he the sd. Richard Altham his exec. admin. shall not nor will at any time during the sd. term sett let or assign over the sd. demised premises or any part thereof, or exchange the same or the possession thereof to or with any person or persons whomsoever without the licence or consent in writing of the sd. Alexander Hardacre his heirs or assigns for that purpose first had & obtained & moreover that he the sd. Richard Altham his exec. admin. or limited assigns shall not nor will at any time during this demise plough, grave, rive or dig up any part of the above mentioned closes excepting the stubble in Swandel Lands adjoining the watery lane For the first year & to be sown down with barley & clover which sd. plot of ground is not to be plowed or delved in any of the four last years, but shall & will forfeit & pay unto th sd. Alexander Hardacre his heirs or assigns the sum of five pounds for every acre so plowed graven or dug up or any other part of the sd. grounds which he the sd. Richard Altham his exec. admin. or limited assigns shall during the sd. term plough grave rive or dig up contrary to the intent & true meaning of these presents, & the parties to the same, the same to be paid as an increase of rent on such of the sd. rent days as shall first & next happen after the sd. grounds shall be so plowed graven or dug up as afsd. & in proportion for any quantity more or less than one acre And further also the he the sd. Richard Altham his exec. admin. or limited assigns shall not nor will during this demise sell or dispose of all or any part of the hay, straw & vestures that shall arise from or be the produce of the sd. hereby demised premises or any manure dung or compost which he or they shall make grow or breed from the same or upon the sd. premises, but shall & will from time to time spend & lay the same upon some part of the before demised premises & what as will be made or bred in the last year shall & will leave the same thereon for the benefit of the sd. Alexander Hardacre his heirs or assigns without requiring any recompense or satisfaction for the same And also that he the sd. Richard Altham his exec. admin. or limited assigns shall not cutt down fell or destroy any wood, underwood or timber trees now standing, growing, or being or hereafter to stand, grow, or be planted in or upon the sd. hereby demised premises, thorn necessary for hedge wood to be used on the sd. premises only excepted Also the Richard Altham is to keep the buildings tenable repair with all materials wood & stone only excepted Furthermore the sd. Alexander Hardacre his heirs

exec. admin. or assigns is to discharge it of all parliamentary taxes excepting the highways & windows And lastly the sd. Alexnader Hardacre doth hereby for himself his heirs exec. admin. & assigns covenant promise & agree to & with the sd. Richard Altham his exec. admin. & limited assigns that it shall & may be lawful for him & them upon payment of the sd. yearly rent of forty five pounds of lawful..... of Gr.Britain & performance of the covenants & agreements herein before contained on his & their parts to be paid & performed peaceably & quietly to have hold occupy possess & enjoy all & singular the premises hereby demised with their & every of their appurtenances (except as before excepted) without the let sute trouble denial objection molestation or disturbance of the sd. Alexander Hardacre his heirs or assigns or any other person or persons claiming or to claim by from or under him them or any of them IN WITNESS whereof the sd. parties have hereunto interchangeably set their hands & seals the day & year first above written

N.B. The sd. Richard Altham is to liver up a meadow called Brackenber close as to the meadow joining thereto at old candlemus at the expiration of the sd. term unto Alexander Hardacre on his order & that the sd. Richard Altham is to have the eatage of one field called Brown Wattikers until the twenty sixth day of April at the expiration of the afsd. term

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The sd. Richard Akltham hath free liberty to set any part of the sd. premises belonging unto Alexander Hardacre his heirs or assigns without any licence or disturbance suit or trouble according to the conditions of the lease. In Witness whereof the parties have hereunto set their hands & seals on the day & year first above written.

Witness

Wm.Barrows   Richard Hardacre   Alexander Hardacre   Richard Altham

#### SUMMARY

RP(SG33) No.19 No other ref. Conveyance 8<sup>th</sup>.February 1778      13

Alexander Hardacre of GIGGLESWICK leases to Richard Altham of Bolton messuage called Gregsons house plus lands. For annual rent of forty five pounds. List of conditions to the lease mostly concerning land uses.

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RP(SG34) Wakefield R.O. Ref. c5/421/96 RC3369

Bill of Complaint 12<sup>th</sup>.June 1665

To the right honor. Edward earle of Clarendon Lord first chancellor of England.

Humbly complaining showeth unto the good Lordshipp the ..... orator John Hardisty of Norwood in the County of York that whereas about four & twenty years ago there was severall treaties & conferences had between the sd. orator & one William Atkinson of Litton in the sd. county touching a marriage intended to be betwixt him the sd. orator & Alice his now wife the daughter of the sd. William upon the sd. treaties & conferences so had & made as afsd. the sd. William Atkinson did faithfully promise unto the sd. orator that in consideration he would marry & take to wife his sd. daughter Alice he would not onely pay to him in his marriage with her fourty pounds in money & a (bridewayne) of a

very considerable (words smudged) also make her equall with any other of his children his eldest son excepted Afterwards the sd. orator resting upon the faithful promise of the sd. William Atkinson did marry & take to wife the sd. Alice according to the ..... lawes of this kingdom After which sd. marriage so sd. & solomnizing as afsd. the sd. orator did often re..... to the sd. William Atkinson for the portion of his ..... wife due by his sd. promises who from time to time promised to make payment thereof But before payment of the sum or any part thereof the sd. William Atkinson dyed possessed of a very good personal estate consisting in money plate .... half horses oxen ..... & other chattells beds tables chests & other (words smudged) to the value of three hundred & forty pounds & upwards sufficient to pay not only the sd. debt or portion but all other his suit & due debts credits & promises out of which sd. goods & chattells the sd. William Atkinson upon his death bed a little before his death did charge of Isabel his then wife & mother to the sd. Alice to see her portion faithfully (smudged) his promise & ingagement afsd. induring the orator to marry the sd. Alice as afsd. (instantly) to perform After whose death the sd. Isabel (entered) upon the goods chattells debts & howshold stuffs of her sd. husbandman & (enjoyed) the farme & (disposed) thereof to her own these but before ..... of the sd. (several words smudged) that is to say about sixteen years ago the sd. Isabel married & took to husband one Richard Hardacre who (entered) thereupon & .../.../.... & undertook the debts of the sd. Isabel & for the orators satisfaction for the debt due by the promise of the sd. William Atkinson did not only offer the sd. (intermarriage) betwixt him the sd. (obliterated) faithfully promises to satisfy the same but ..... likewise faithfully promise to give unto the sd. orator twenty pounds more to make good the promise of the sd. William Atkinson made to the sd. orator upon his sd. marriage with the sd. Alice to make her portion equall with the rest of the children of the sd. William Atkinson he the sd. William Atkinson .... before that time given to Elizabeth another of his daughters eighty pounds in marriage with one John Wilton And although the same was less than the portion (received) by the sd. Elizabeth yett the sd. orator was content there with in hopes the same would ..... bee faithfully satisfied by the sd. Richard Hardacre who after his marriage with the sd. Isabel Atkinson did many years together beare the sd. orator (even) hand not only to satisfy the sd. (several sums) afsd. to wit the sd. forty pounds promised as afsd. by the sd. William Atkinson & also the sd. twenty pounds promised as afsd. by the sd. Hardacre but also faithfully to discharge the interest & for the same And the orator further saith she the sd. Isabel wife of the sd. Richard Hardacre about three years ago dyed who upon her deathbed charged her sd. husband to satisfy the sd. forty pounds & twenty pounds so due to the sd. orator as afsd. who faithfully promised to make payment thereof plus interest therefore due (yett notwithstanding before payment of the same or any part thereof that is to say about two years ago the sd. Richard Hardacre dyed possessed of a very good personal estate consisting in money plate horses upon (reign) & other goods & household stuff to the value of two hundred pounds sufficient not only to satisfy the sd. debt due unto the sd. orator but also all other his ..... debts creditts & promises After whose death Henry Hardacre his son entered thereupon & ..... the same & di..... thereof to his own use But now so it is may it please your good Lordshipp that the sd. Henry Hardacre having satisfied himself of his sd. .... personal estate duly now refuses the payment of the sd. several sums of forty pounds & twenty pounds so due unto the sd. orator as afsd. & gives forth in speeches that he is neither executor or administrator to his sd. father but whereupon his sd. personal estate by (called) of a bill of

sale made to him in his sd. .... And sometimes gives forth that he (enjoys) the same by.... of a deed of gift made to him by his sd. father & by that or the like indirect means thinkes (unjust) the payment thereof & to shew ... satisfaction for the same unto the sd orator All with the (doings) of the sd. Henry Hardacre in the promises are not only contrary to all right equity & good consience but to the orators loss & damage (four) hundred pounds intender consideration thereof the promises considered (words obliterated) for a final (words smudged) made by the sd. William Atkinson & Isabell his sd. wife in her widowhood & the sd. Richard Hardacre after the marriage betwixt them celebrated ..... made in private for or .... witnesseth being called thereunto your sd. orator upon their faithfull dealing .... & the witnessess that were then (absent) from a .... places unknown unto the sd. orator so that he knoweth not where to find them .... to witness the truth touching the promises & therefore is (remedy less) for his .... herein by the .... courses of the court ... law yett .... that the sd. Henry Hardacre being called into this honorable court shall by (deed) thereof sett down upon his corperall oath what he knoweth or hath heard concerning the sd. .... promises made by the sd. William Atkinson & Isabell his wife in her widowhood by Richard Hardacre his father lately deceased & what debt sum or sums of money he hath heard his sd. father confessed was due unto the sd. orator for the (portion) of his sd. wife by him the sd. Richard Hardacre due .... wether he did not order the payment thereof to (several words obliterated) Henry Hardacre & if he did then what sum or sums of money did he so order to be payed & when and to (them) the sd. orator maybe relieved in all & (every) of his promises May it therefore please your good Lordshipp to grant unto the sd. oratoer his .... most gracious witness..... under the seal of this honorable court to be ... to the sd. Henry Hardacre commandeinge him thereby at a certain day & under a certain p..... therein to be acquitted by the good Lordship formally to appear in this honorable court & pofitt by & personally to answer the .... sd. orator hath dayley prayed....  
(Fra) Why.....

## SUMMARY

RP(SG34) Wakefield R.O. Ref. c5/421/96 RC3369

Bill of Complaint 12<sup>th</sup>.June 1665

To the right honor. Edward earle of Clarendon Lord first chancellor of England.

Henry Hardisty agrees to marry Alice, daughter of William Atkinson for the sum of £40 plus a sum (obliterated) to make her equal with his other children except his eldest son. William Atkinson doesn't honour this deal & then dies. However just before he dies he charges his wife Isabell, on his death bed, to honour Alice's dowry.

Isabell doesn't honour it either.

Then Isabell marries Richard Hardacre who undertakes to honour all Isabell's debts.

Richard agrees to pay to Henry Hardist the promised sum, agreeing to the further £20 plus interest.

Then Isabell dies but on her deathbed charges Richard to honour Alice's dowry.

Then Richard dies but his son Henry refuses to honour the debt.

HELLIFIELD

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RP(SG35) Wakefield R.O. Ref. C5/421/96 RC 3369

No date on document but relates to previous document RP(SG34) which is dated 1665.

The answer of Henry Hardacre defendt. to the Bill of complaint of John Hardisty Complt.

The sd. defdt. saving to himself now & at all times hereafter all advatage of exception that might that might be taken to the manifest untruthe uncertainties & other false suggestions faults & imperfections therein contained not aknowledging any the materiall things therein alleged as touching him this deft. to be inst. or true as the same are therein hereby sett forth & alleged Such that the sum is very untrue uncertain & insuffcient in the law to be answered untofor as touching the sd. promises alleged to be made of the sd. William Atkinson in the bill named the same is alleged to be, made twenty four years ago by the complainants ... show .... which promise the deft. saith as he is advised by his counsell is merely voyd & of none effect by the statute of the twentieth year of our late most gracious sovereign Lord king James of famous memory being about six years ago without any suit commenced for the same until the commencement of the suite so that this deft. might pleade the sd. statute if the sd. promises did any way touch or concerne him the deft. however he this deft. saith that, as he is verily persuaded, this bill is framed of purpose to vex & trouble him this deft. of purpose to putt him to unnecessary charges & expenses in the lawe rather than upon any wise ground or (cullen) so to doe Yett never the less he this deft. answereth & saith that it may be true though before this defts. remembrances that there were severall treaties & conferences had between the complt. & the sd. William Atkinson in the bill named touchinge the marryage in the bill also mentioned, & likewise that the sd. William did promise unto the compl. that in consideration he would marry & take to wife his daughter Alice in the bill named & that he would pay unto him forty pounds in marryage with his sd. daughter make her equal with any other of his children give her a bridewayne or make any other promises in the bill mentioned yet the sum is not anyway materiall or touching or concerning him this defense & this deft. further saith that it may be true that there was such a marryage betwixt the complt. & the sd. Alice as in the sd. bill is likewise sett forth neither is the same anyway touchinge or concerning him this deft. or that the sd. William Atkinson dyed before payment of the sd. portion or of what personal estate he died possessed of And as touching this supposed charge to be made by the sd. William Atkinson to the sd. Isabell his then wife to see her portion satisfied or the entry by the sd. Isabell upon the goods chattells debts & household stuff of her sd. husband & enjoying the same & disposeinge thereof to her own use this deft. saith he knoweth nothing thereof nor doth it any way concerne him this debt. And as touchinge the marryage of the sd., Isabell with the sd. Richard Hardacre this defts. father with the compl. saith by his sd. bill was sixteen years ago he saith that he (believed) it to be true that there was such a marryage but that he the sd. Richard Hardacre entered into & enjoyed the sd. goods & howshold stuff or undertook the debts of the sd. Isabell or any debt due by the sd. William Atkinson or did promise to pay unto the sd. compl. the sd. twenty pounds in the bill named or any interest for the same or to make the portion of the sd. Alice equal with the rest of the children of the sd. William Atkinson he this deft. doth not believe the same to be true but a mere surmise of the compl. how be it this deft. saith he knoweth nothinge thereof And the deft.

sayth that she the sd. Isabell dyed about three years ago but believes it to be false that she charged the sd. Richard upon her death bed to satisfye the sd. forty pounds & twenty pounds to the compl. or that the sd. Richard Hardacre promised to make payment thereof or any interest therefore as is alleged in the sd. bill though neither is that any way concerning or material to this deft. for this deft. for further & more playne manifestation of the truth, for what may any way concerne him this deft. he this deft. answereth & saith that long before the death of him the sd. Richard being grown aged & impotent & as this deft. believeth not well able to labour & manage his estate as formerly & beinge (indebted) to several persons in great sums of money did earnestly intreate this deft. to take the burden of him & to pay the sd. debts being about 148li.(£) & to permit & suffer him the sd. Richard to have & enjoy a great parte of the houses & lands whereof he the sd. Richard was then .... & for (diverse) other valuable considerations he the sd. Richard did by his articles of agreement in writinge under his hand & seale fully conclude & agree to & with this deft. the .../.... debt should enter unto have hold use occupie possess & enjoy to him his heires exec. admin. & assigns forever All the lands grounds messuages & tenements All houses thereupon erected & builded with their & every of their appurtenances situate & being within the townfields territories & (precincts) of Hellifield in the county of York afsd. And did thereby pass unto this deft. all his goods moveable & unmoveable whatsoever then in the possession & occupation of him the sd. Richard Hardacre or in the possession or occupation of any other person persons to his use with (diverse) other covenants & agreements contained in the articles of agreement as in & by .... articles & .... of the sd. debts ready to be shown to this honorable court & whereunto inference is had more at large it doth appear And the deft. further saith that accordinge to the sd. articles & the true intent & meaninge thereof & of the sd. Richard Hardacre & this deft. this deft. did really performe all & every article thing & things whatsoever which on his part & behalfe in any sort was to be performed.... to the content thereof how be it he this deft. saith that he this deft. was greatly overcharged with the sd. bargaine & agreement so made betwixt his sd. father & him the deft. as afsd. saveing for the filiall love & affection he bore to his sd. father & (proving) that his late father was not so well able to manage the sd. estate & goods as he this deft. then was, he this deft. was the rather drawn to take upon him & the burden thereof .... such that he the deft. was the rather over burdened by the sd. agreement so that there was much interest arrears & behinde for the sd. debts (so returned) & to be payd. by this deft. which the deft. was not (premise) to at the tyme of the sd. agreement which this deft. was forced to pay part sum debts being the most of them upon bonds bills or other specialities neyther was he this deft. exec. or admin. or did meet with any the goods or chattells of the sd. Richard Hardacre after his death otherwise then as he this deft. hath formerly in this his answer really & truly expressed And saith that the sd. articles & agreement so made & agreed on as afsd. was made (bonafide) without any fraud conn. or deceit whatsoever but only with a true intent for payment of all & every the true & (inst.) debts of the sd. Richard Hardacre which did surmount all his personal estate at least the sum of sixty pounds or more all which this deft. was also (forced) to pay so that the premises considered he this deft. had a very hard bargain by this sd. undertaking & hath been very sore burdoned & troubled with payment of ... sd. debts & interest for the sum without that that the sd. Richard Hardacre dyed possessed of a very good personal estate consistinge in money plate horses upon reigne & other goods & howshold stuff to the value of two hundred

pounds sufficient not only to staisfie the sd. debt. (pretended) to be due to the compl. but also all other his (just) & due debts ... & premises as in & by the sd. bill is most falseley surmised or that by any (indirect) meanes to shift the payment of the (pretended) debt or debts to the compl. he this deft. entered to the lands & goods, in the bill mentioned as in & by the sd. bill of compl. is most falsely & grandieously suggested or that any other matter or things in the sd. bill mentioned & materialls or .... in the law to be answered unto by the deft. & not herein & hereby suffieciently answered unto confessed or avoided tran.... or denied is true All which matters & things he this deft. humbly refereth to the consideration of this honor. court & is & shall be ready to aberr & prove the same as this honor. court shall award And humbly prayeth to be honorably dismissed with his reasonable costs & charges herein most wrongfully had & sustained.  
Ro.Rawlinson

Two lines up the side of document in Latin. & two signatures  
H..... Robt.Preston

## SUMMARY

RP(SG35) Wakefield R.O. Ref. C5/421/96 RC 3369

No date on document bur relates to previous document RP(SG34) which is dated 1665.

The answer of Henry Hardacre defendt. to the Bill of complaint of John Hardisty Complt. Henry Hardacre's defence with regard to money due to John Hardisty regarding a dowry to be paid when Henry Hardisty married Alice Atkinson.

The complaint goes back 24 years & Henry claims it does not concern him.

Henry's father Richard, who was supposed to settle the debt, signed an agreement before his death, passing everything to his son Henry including his debts but Henry claims it is unjust. HELLIFIELD

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RP(SG36 Part 1) Cumbria R.O. Kendal  
1571?

Ist.Portion in Latin

2<sup>nd</sup>.Portion.

The condition of this obligation is such that if the above bownden George Clapham his heires exec. & admin. & assigns & every of them, do well & truly observe performe fulfill & keep all & singular (articles) con.... grante gifte bargain & saille con.... in ( a pair) of Indenture of bargain & sale of certayne landes maid betweene the above bownden George Clapham of the one party & the above named Alan Carr of the other party as in the sd. Indenture thereof maid sealed & delivered bearinge dayt with this obligation more playnley doth appear that then this obligation to be voyd & of none effect to stande in full (strength) & ....

Signed etc. in latin

Peter Clapham .... Preston Wm.Clapham H. Frankland

## SUMMARY

RP(SG36 Part 1) Cumbria R.O. Kendal  
1571?

Ist. Portion in Latin  
2<sup>nd</sup>. Portion.

Between George Clapham of Beamsley & Alan Carr of CAPLESYDE. Indenture of  
bargain & sale of lands not described, RATHMELL  
(*This must be the forerunner of the actual Indenture*)

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RP(SG36 Part 11) Cumbria R.O.  
1692/4

Lupton W. Radcliffe et al  
(March) 1692

Drawing that in ... for lands in Radcliffes possession copy, indorsing, service & fee	0	12	0
The like for lands in the possession of Thomas Howson (.....) 1692	0	12	0
Drawing affid. & copy of service	0	1	6
Oath & cryer 1:6 .. 10s. Rule & (title) 4s.	0	15	6
Attending the court & (confess.) 3:4 drawing judgement 3:4 signing 12:8 .... 3:4 copy 20d.	1	4	4
Warr. 1s. Fee 3:4 (.....)	0	4	4
Ha, fa. pos. & p. 3:11 warr. thereon 1s.	0	4	11
..... of 2:4 p. .... 1s. Fee 3:4 Pa. .... 1693	0	6	8
For hal. fa. pos. de. pp 3:11 warr. stat. & fee 6:8 messenger therewith to Yorks. 5s.	0	15	7
Pd. M. Wildman the sheriff fee therein ..... 1693	1	15	0
Pd. for copy of Radcliffe affid.	0	2	8
Attending court in the deff. m. .... 3:4 fee 3:4 ..... pt.	0	6	8
Going to the Holme House to attend Mr. (S'geant) Moor for his opinion 5s. expended then 6d. (March) 1693	0	5	6
Drawing Isabell Luptons affid. copy pp to London	0	4	0
The like for Mr. Weatherfields affid.	0	4	0
Going to Kirkby to make oath 3:4 spent 1s.	0	4	4
Filing Luptons affid. & copy 4s. the like for Mr. Wether's 5s. .... copy of Downhams affid. 2s. (Howson) 2:8	0	13	8

Drawing (Breviat) 3s. sergeant Wrigg. 10s.	0	13	0
Proth.... clerk for report	0	2	6
Attending the court & the proth...sev.days	0	3	4
Copy unto pp 1s. fee & t... 5s.	0	6	0
(vat p.pas) 1694			
Drawing affid. & copy to ... the ... judgement .....	0	2	0
Going to Kirkby to make oath 3:4 oath 1s. spent 6d.	0	4	10
Drawing ... in .... / ... Radcliffe copy endors.service & fee 10s. the like upon Howson 10s. drawing & copy affid. of service 2s. oaths 1s. going to Kirkby to make oath & ...	1	6	10
Advise upon the ...judgment 3:6 tr. 1:6 fee 3:4	0	8	4
Pd. for search of writings at York	0	1	0
Appearance for Lupton Remington & 2 others & tr.	0	5	8
Copy Nard. F. 5 20d. fee 3:4	0	5	0
..... 1694			
Drawing copy & entring plea 3s. duty 6d.	0	3	6
Copy ... & duty 2:6 copy pp. 1s. warr. 8d.	0	4	2
..... only & (tackett) 4:6 fee & tr. 5s.	0	9	6
..... (Breviat) for assizes	0	3	4

## TRANSCRIBING DOCUMENTS FROM R.POSTLETHWAITE

RP (SG14) WYAS Leeds Ref. Badgey 1056/577

### **Indenture of Richard Hardacre of Hellifield 1713**

This Indenture made (the) first day (of) May in the 12th year of the reign of our sovereign lady Anne by the grace of God of Great Britain France and Ireland Queen Defender of the faith Anno Dom. 1713 Between Richard Hardacre of Hellifield in the county of York yeoman and Henry Hardacre his son of the one part And William Hartley of Kirkby in Malhamdale in the said county Mercer of the other part. Witnesses that the said Henry Hardacre of his own free and voluntary will and by the consent of the said Richard Hardacre his father has put himself Apprentice to the said William Hartley by him to be instructed and taught in the trade mistery and occupation of a Mercer which he now uses and practices And after the manner of an apprentice with him to dwell and serve from and after the day of the date hereof for during and unto the full end and term of seven years from thence next following and the same to be fully complete and ended by and during all ..... the said Henry Hardacre the apprentice and the said William Hartley his master well and faithfully shall serve ..... keep close, his commandments lawful and honest every where he shall gladly do, hurt to his said master he shall not do, nor suffer to be done to the value of 12 pence by the year, but shall let if he may or else and immediately admonish his said master thereof. The goods of his said master he shall not waste or then .....body lend; At -- -- nor any -- unlawful games he.....play, whereby his.....hurt; fornication in the house of his said master or.....not contract; taverns he shall not frequent; he shall.....master day nor night. He shall not absent or prolong .....Apprentice shall bear and behave himself towards his said master and mistress .....And the said William Hartley the master to his said apprentice the.....now uses shall teach and inform or cause to be taught and informed the best way .....can, after a due manner of chastisement And also shall find to his said apprentice meat drink lodging washing meet and convenient for and during the term aforesaid. And the said Richard Hardacre the father does hereby for himself his heirs executors and administrators covenant and agree to and with the said William Hartley the master his executors administrators and assigns that he the said Richard Hardacre the father his heirs or .....or some of them shall and will well and sufficiently find and provide for the said apprentice all and all manner of apparel .....suitable for such an apprentice during the said term And likewise shall and will pay to the said William Hartley the master his executors administrators or assigns that some of £10 of lawful British money at or upon the 10th day of May which shall be in the year of our Lord God 1716 And also the sum of £10 of like money at or upon first day of ..... next following And the said parties to these presents for the performance of all and singular covenants and agreements herein mentioned to be on their respective parts paid done or performed do bind themselves their heirs executors and administrators either to other their executors administrators and assigns the penalties of £20 of lawful British money. In witness whereof the parties abovesaid to these presents indentures either party

to other have interchangeably set their hands and seals dated the day and year first above written

Sealed signed and delivered upon stamped apr. in the presence of us

Robert Hamerton William Shackleton Robert Knight

## SUMMARY

RP (SG14) WYAS Leeds Ref. Badgey 1056/577

### **Indenture of Richard Hardacre of Hellifield 1713**

Richard Hardacre of HELLIFIELD yeoman, father to Henry Hardacre.

Henry Hardacre has put himself Apprentice to William Hardacre mercer of Kirkby Malham with his father's permission.

Included are list of terms.

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RP(SG15) PRO London C3/283/42 NO DATE

## INDENTURE

The answer of Thomas Browne one of the defendants to the bill of complaint of William (Mowell/Mossell) & Anne his wife (complainant?)

The sd. defendant (saveinge) to himself with & at all tymes hereafter all benefitt & advantage of exception to the uncertantie & insufficiency of the sd. bill of complaint for answer hereunto he saith that the sd. bill of complaint exhibited against him into this honourable court is (feared) & demised by the sd. William (Mowell/Mossell) of meere malice as he verielie thinketh of purpose to crosse afsd. suite .....before (dependaige) against him & others for (detaining) of the writinge belonging unto his descendants & concerning the premises (which would) sufficientlie (dis....) the sd. defendants title to the same & of intent likewise to weary this defendant & to (imp....) him with multiplicitie of suites & unnecessary charges & expenses in the lawe And further saith that longe tyme before the sd. Allan Carr in the bill named had anie thinge in the sd. messuage landes & premises in the bill mentioned one Thomas Browne late father unto this defendant was in this life lawfullie leased in fee of in & upon three parts in fower parts to be divided of the sd. messuage tenement & premises in the bill named & the same held & enjoyed hereditarily by or custom of state of inheritance to him & his heires by the name of tenant right payinge the annuall & yearlie rente of thirteen shillings fourpence & ..... (smale) ..... upon the death of any tenant thereof unto the Lord for the tyme being, And being (soe seized) did aboute thirtie six years last past, purchase the freehold & inheritance of the sd. premises of one Mr. (Mowell/Massell) of Meerelay in the Countie of Lancaster, & shortlie after beinge persuaded that the title of tenant right would be neare as (easie) unto him & his heirs he being ...../..... & unfitt to indure the charges & yearly troubles that usuallie freeholders in that county are putt unto that doe dwell furr distante (from) the assizes held at York, did for some (smale) consideration

grante & convey the sd. three parts of the sd. tenement unto the sd. Allan Carr & his heirs & in part of the sd. consideration the sd. Allan Carr did then faithfullie promise & assume that he the sd. Thomas Browne & his heires should & mighte hand & enjoy the sd. three parts of the sd. premises accordinge to their ancient title & custom of tenant right & in (performainge) of the sd. agreement the sd. Allan Carr did then by his deed indented co..... & granted, for him & his heires to & with the sd. Thomas Browne & his heires which they should & mighte quietlie hold & enjoy the same accordinge to the sd. ancient custome of tenant right, & in further maner & forme as he & his ancestors had formelie held same, And as is the sd. c..... state of inheritance of tenant righte had never beene discontinued or (impeached) as he hath credibly heare by force & virtue whereof the sd. Thomas Browne .... afsd. saith .... payed thereof as of an estate of tenant right to him & his heires for ever, & beinge soe seized did by his last will .... writinge give & bequeathe one third part of the sd. three parts unto one Isabell his then wife during her natural life with such liberties heare & soe ..../.... siezed (whereby) & after .... death the same did discende & come unto one Christopher Browne the orators brother & ...../.... & next heire unto the sd. Thomas Browne his late father By virtue whereof the sd. Christopher did enter thereunto & upon the sd. ... did paie a certaine sume of money in the name of a ffyne as in like case his ancestors had before usuallie done unto John Carr ... child & heire unto the sd. Allan Carr who willingly accepted thereof without seeking anie waie to impeache or question his estate /.... inheritance therein, & permitted the sd. Isabell & Christopher peaceablie & quietlie without anie disturbance or interruption to enjoy the same duringe his life, & in consideration of the sd. ffine did for him & his heires then further promise & agree to & with the sd. Christopoher & Isabell that they & the heires of the sd. ... should for ever hand hold & peaceablie enjoy the sd. tenant of .... as the ancestors of the sd. Christopher had ever formalie done as he hath credibly heare without anie (lett) or interruption of him the sd. John Carr or his heires the heires of the sd. Christopher painge their rents & such reasonable ffines as had beene usuallie before paid by him & his ancestors & since the death of the sd. John Carr the sd. Isabell & Christopher have likewise herefore peaceably enjoyed the same: In confidence of which promise & (formal) agreement the sd. Christopher the sd. orators brother built a barn or lathe upon the sd. premises which cost him a greate sume of lawful English money & (bestowed) in fencinge & burninge of lyme upon the .... & after charges for the betteringe of the soyle of the sd. lande, the sume of thirty pounds of like lawful English money or thereabouts & afterwards the sd. Christopher in consideration of (agreede) sume of money unto him in hand paid by the sd. orator, did convey & (assume) all the estate title & interest of in & to the sd. premises to the sd. orator & his heires about four yeares ago by force & virtue whereof the sd. orator was lawfullie (leased) as of an estate of tenant right in & upon the sd. premises to him & his heires forever & upon the death of the sd. Christopher offered to have paid such fine, as usuallie had been paid by his ancestors unto the righte heire of the sd. John Carr & shall & will be readie to paie the same as this honorable court shall award & further saith that the sd. John Catterall in the bill named was & yet is lawfullie .... in his demand as of ffee of in & upon the fourth part of the sd. one .... tenant & premises in the bill mentioned as he thinketh & beinge soe .... for good consideration on or about the feast of St. Michaell .../.... last past did demise grante & to farme lett the sd. fourth part of the sd. premises unto his descendants & his assigns to have & to .../.../... for & duringe the tearme of (seven) years that next ..... as

by the sd. demise & lease maie appeare whereunto this defendant.....the sd. premises by force & virtue whereof the afsd. did lawfullie enter thereunto (as he thinketh the premises conserved he ... might doe & further saith that he his ... his father deceased & other their ancestors have for manie yeares last past(*last few lines torn & obliterated*)

#### SUMMARY

RP(SG15) PRO London C3/283/42

#### INDENTURE

The answer of Thomas Browne one of the defendants to the bill of complaint of William (Mowell/Mossell) & Anne his wife (complainant?)

Thomas Browne leased in fee three parts of a messuage & lands of Mr. Mowell of Merelay in County of Lancaster & held it hereditarily & his heirs by tenant right for annual rent of thirteen shillings & fourpence.

About thirty six years ago Thomas Browne purchased the freehold of the same but shortly after – he being unfit to indure charges & troubles - for some consideration Thomas Browne granted the three parts to Allan Carr & his heirs. Allan Carr agreeing that Thomas Browne & his heirs might enjoy the premises & lands as of tenant right. Thomas Browne bequeathed one third of the three parts to his wife Isabell & after his death to descend to Christopher Browne his brother.

Isabell & Christopher payed rents to John Carr heir of Allan Carr without any objection from him.

John Catterall leased in ffee the fourth part to his heirs.

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RP (SG16) Ref.LRO 1629

Indenture 28<sup>th</sup>.March 1628

Between William Caterall of Rathmell, Henry Wiglesworth of Long Preston, Samuel Knipe of Farrbanke, Westmorland & Ralph Backhouse regarding Newhall in Rathmell.

THIS INDENTURE made the eight & twentieth day of March in the fourth yeare of the reign of our sovereign lord Charles by the grace of God knight of England Scotland France & Ireland defender of the faith BETWEENE William Caterall of Rathmell in the county of York Henry Wiglesworth of Long Preston in the sd. county gent. & Samuel Knipe of Farrbanke in the county of Westmorland gent. on the other parte And Ralph Backhouse of (Boulton peircy) in the sd. county (gent) of the other parte WITNESSETH that the sd. William Caterall Henry Wiglesworth & Samuel Knipe for divers & sundrie good causes & valuable considerations them thereunto especially moveinge HAVE demised granted & to forme letton & by (these presents) do demise grante & to forme lett unto the sd. Ralph Backhouse ALL that the manner or mansion house of Rathmell commonly called or known by the name of the Newhall situate & being in Rathmell afsd. late in the teanure or possession of John Caterall deceased or his assigns & also all that severall pieces & p'cells of arable meadow pasture & wollie ground hereafter in these presente mentioned & expressed That is to say two closes of

meadows called the Carrs one close pasture ground called (Ellis) close, the Crossthwaite (wood) the Crossthwaite, the roughethwaite the Northwood, the Kilne thwaite, the Intacke, the Littlebankfield the Littlebank browe the Corne close the lowest Stubbinge the Wheat close the Hippinglande the Hurrell on both sides of the water the Longlands also (Burrowlands), the Moore close the Conny garthe; All which premises doe lye together nere unto the Newhall in Rathmell afsd. & doe conteyning by estimation twoe hundred & fortie acreas be they more or less And also all those severall messuage & tenements now or late in the severall teanures or occupations of Jefferey Atkinson William Bankes, Richard Browne Richard Bradley William Dickinson John Foster Henry Browne, John (Winder) & John Fletcher or any of them their or any of their assignee or assignees & all & singular houses edifices barnes buildings stables orchards gardens curtilages backsides lands meadows pastures woods & woodgrounds wastes comons comon of pasture & turbary wayes pathes waters watercourses liberties (easements) profitts & commodities whatsoever to the sd. manner & premises belonginge or in any wise apperteyninge And also all that one water corne mill commonly called or knowne by the name of Rathmell mill & three acreas of ground thereunto belonginge & adjoyneinge & all the Mulcture toll (service) socken mildam floods streams & other appurtenances to the sd. mill belonging & apperteyninge And alsoe all that messuage & tenement with all & singular the appurtenances thereunto belonginge or apperteyninge commonly called or known by the name of Hollinghall in Rathmell afsd. conteyning by estimation eight & fiftie acreas be it more or less now or late in the teanure or possession of the sd. Henry Wiglesworth his assignee or assignees, one other messuage & tenement lying at Huggon house in Rathmell afsd. now or late in the possession or occupation of Jane Walbanke widow of John Carr there assignee or assignees & conteyninge by estimation seaven acreas be it more or less And alsoe one close meadow called or known by the name of Hall inge in Rathmell afsd. conteyninge foure acreas be it more or less one other close of meadow called or knowne by the name of Crosse Inge conteyninge by estimation two acreas & a halfe be it more or less, & one other p'cell of ground called or knowne by the name of (Luneholme) conteyninge by estimation two acreas & a halfe be it more or less one other messuage & tenement with appurtenances in Rathmell afsd. now or late in the teanure or occupation of Henry Foster his assignee or assignees one other messuage or tenement with the appurtenances in Rathmell afsd. sometimes in the teanure or possession of Frank Brown & ..... in the teanure or possession of the sd. John Caterall deceased & of (William Preston) there assignee or assignees & now or late in the teanure or possession of the sd. William Caterall his assignee or assignees, one other messuage or tenement with appurtenances in Rathmell afsd. late in the teanure & possession of John Carr sone of William Carr his assignee or assignees, one other messuage or tenement with appurtenances in Rathmell afsd. now or late in the teanure or possession of Edmond Carr his assignee or assignees one cottage & certain land thereunto belonginge with appurtenances in Rathmell afsd. now or late in the teanure or possession of Mathew Procter his assignee or assignees alsoe one other cottage & certain land thereunto belonginge with appurtenances in Rathmell afsd. now or late in the teanure or possession of John (Harkinson) & Mabel his wife their assignee or assignees Alsoe one other messuage or tenement with appurtenances in Rathmell afsd. called or knowne by the name of (Gawthropp & Gawthropp now or late in the teanure or possession of Thomas Caterall gent. Grace Caterall widdow of John Caterall her son their assignee or assignees

or some of them, one oxgang of lande lyeing & being in Rathmell fields & (Swainsteads) & fourteen acres of pasture ground or common thereunto belonging late in the ..... & severall tenures or possession of John Settle, Thomas Gregson, John Warde, John Carr, of the Greene & Henry Foster there assignee or assignees one other messuage or tenement in Rathmell afsd. conteyninge by estimation eight acres be it more or less now or late in the tenure or possession of John Burton his assignee or assignees one cottage & a little p'cell of land thereunto belonging or therewith afsd. late in the tenure or occupation of one William (Cooke) his assignee or assignees Alsoe one oxgang of lande meadow pasture & comon with the appurtenances lyeing & being within the Lordship of (Wosthalton) in the sd. county of Yorke now or late in the tenure or possession of one John Wilkinson his assignee or assignees one cottage & certain land thereunto belonging with appurtenances in ( (Worsthalthon) afsd. now or late in the tenure or occupation of John (Wright) his assignee or assignees And one other cottage & p'cell of moorishe ground thereto belonging in Rathmell afsd. late in the tenure or occupation of Anthony Carr his assignee or assignees & alsoe ..... severall p'cells of land called or knowne by the names of (Nettlehole Langthwaite) & Threap ..... or any of them or by ..... in at other name or names soever the same becalled on known now or late in the tenure or occupation of one Rich. Bradley his assignee or assignees And alsoe one halfe tenement: here p'te or p'cell of one tenement sometimes in the tenure or occupation of Anthony Twistleton and Richard Frankland their assignee or assignees and now or late in the tenure and occupation .. sd. William Caterall Henry Foster & Bartholemew Armitstead their assignee or assignees And alsoe one halfe oxgang of land more or less called or knowne by the name of Banke oxgange now or late in the tenure or occupation of John Kaye his assignee or assignees And alsoe the (moy....) or one halfe of all the grounds called & knowne by the name or names of (Overkaike) also Fleminges .... & also all & singular houses edifices barnes buildings stables gardens lands meadows pastures feedings comons comon of pasture & turbary wayes pathes waters water courses liberties (easements) profitts commodities & emoluments whatsoever to the sd. messuage lands (tenements) & hereditaments belonging or in any wise apperteyninge TO HAVE & to hold the sd. manor or mansion house messuages tenements cottages closes & severall p'cells of land & the sd. watercorne mill & all & singular (lande) & other the premises hereby demised with their & everie of their rights members & (appurtenances) unto the sd. Ralph Backhouse his exec. admin. & assinges from the (feaste) of St. Mathias the Apostle last paste before the date of these .... full end & terme & for & during the terme & tyme of foure years from thence next ensuing & fully to be compleat & ended YIELDING & paying therefore yearly & .... during the sd. terme unto the sd. William Caterall Henry Wiglesworth & Samuel Knipe & their assignes the yearly rent of .... twelve pence of lawful money of England att the feaste of the birth of our Lord .... lawfully demanded IN WITNESS whereof the pties above paid to .....Indenture interchangeably have sett their hands & seales the day yeare first mentioned above.

ATTACHED

Sealed & delievered by sd. William Caterall Henry Wiglesworth & Samuel Knipe in the sight & presence of  
Richard Armitstead William Banks William Banks Younger William C.....

Mathew Foster Philip Willson John Knight William Caterall Henry Wigglesworth &  
Sam Knipe  
Lease to Backhouse 28 of March 4 of Car ‘

## SUMMARY

RP (SG16) Ref.LRO 1629

Indenture 28<sup>th</sup>.March 1628

Between William Caterall of Rathmell, Henry Wigglesworth of Long Preston, Samuel Knipe of Farrbanke, Westmorland & Ralph Backhouse regarding Newhall in Rathmell. Ralph Backhouse renting properties & lands in RATHMELL from William Caterall, Henry Wigglesworth & Samuel Knipe, for four years.Extensive lands & properties including Newhall & 240 acreas, Rathmell water corn mill plus 3 acreas, Hollinghall plus 58 acreas, Huggon House plus 7 acreas & many other properties, tenements, cottages & lands. Many field names mentioned in detail.

## TRANSCRIBING DOCUMENTS FROM R.POSTLETHWAITE

RP(SG17)No Ref. on document

4<sup>th</sup>.March 1600

Indenture between John Catterall of Hollyng Hall, Giggleswick & Francis Browne of York, concerning farms in Rathmell.

This INDENTURE made the fourth day of Marche in the two & fortyeth yeare of the rayne of our sovereign Lady Elizabeth by the grace of God Queene of England France & Ireland defender of the faith. BETEENE the ryght worshipfull John Catterall of Hollynghall in Gigg. parishe within the county of Yorke Esquire on the one party & Francis Browne of the Cytie of Yorke within the county of the same City public notarye on the other party Wytnesseth that the sd. John Catterall for dyvers & sundrye good causes & considerations him movynge hath demysed granted bargayned sett & letton & by these presents for him his heyres exec. & admin. doth demyse grante bargayne sett & lett unto the sd. Francis Browne one farme messuage or tenement situate lying & being in Rathmell within the county of Yorke now in the teanure & occupation of the sd. Francis Browne or his assignes & late in the tenure holdynge & occupation of Robert Browne father of the sd. Francis Browne, deceased, of the annual & yearly rent of twenty three shillynge of lawful money of England & also one other tenement farme or messuage situate lying & being in Rathmell afsd. late in the tenure holdynge & occupation of John Armitstead late of Rathmell afsd. deceased with the closes called the brakenfwaytes herewyth occupied of the annual & yearly rent of twenty seven shyllings of lawful English money with all the houses barnes buildings stables orchards gardens (closes) pastures feedyngs arable lande meadowes moores mosses (en.....) wayes wastes commons of pasture both in more & field withall & singular other the appurtenances whatsoever to the same severall farmes messuages or tenements & premises belongynge & apperteyninge. To have hould occupy & anyetly to possesse & enjoy the sd. two severall farms messuages or tenements & premises with the appurtenances unto the sd. Francis Browne his exec. & admin. or assignes from the date heareof unto the end & terme of one hundred years from (herewith) nexte & imediately followynge & the same fully to be complete & ended yielding & paying therefore yearly during the sd. tearme unto the sd. John Catterall his heyres exec. admin. or assignes the annuall & yearly rent of fifty shillings of lawful money of England at the feasts of Pentecost comonly called Whitsunday & St.Martyn the bishoppe in winter ....../....../.... (farme) tenement now in occupation of the sd. Francis Browne xxiiib (24?) 2br. ....../.... by even & annual portions & allso doinge & performinge all ..... & services dues & (duties) whatsoever due & accustomed to be done for the same & if that happen the sd. yearly rente of fifty shyllings or any parte or parcell thereof to be behinde & unpayde in parte or in all by the space of ten days next after any of the sd. feastes in which it ought to be paid that being lawfully demanded that then & from hereforth that shall & may be lawfully to & for the sd. John Catterall his heyres exec. & admin. & everie of them into the sd. premises to enter & (distreyne) & the distresse to be taken the same with him & them to deteyne & keep untill such tyme as the sd. rente with the arrearages thereof that any ..... to be fully satisfied discharged & payde accordinge to the true intent & meaninge of these presents And the

sd. John Catterall for him his heyres exec. & admin. & every of them doth covenante & grant by these presentes to & with the sd. Francis Browne his exec. admin. & assigns that he the sd. John Catterall hath at this presente full power & lawful authoritie to set & lett the forsd. premises with the appurtenances unto the forsd. Francis Browne for the yearly rent & tearme of years before mentioned & hath not hearetofore done or suffered to be done any act or acts thing or things whatsoever (prejudicial) or hurtfull to this grant & doe at all tymes hereafter upon demande make seale & (delyn) All such further assurance & assurances of the premises to the sd. Francis Browne his exec. admin. or assigns for the yearly rent & terme of years before mentioned as by his or there counsell learned in the lawe shall be reasonably devised or (advised) to the same ....the costs & charges reasonable of the sd. Francis or his assigns And the sd. Francis Browne for him his exec. & admin. doth covenante & grante by these presentes to & with the sd. John Catterall his heyres & assigns continually & from tyme to tyme to repare & maintain & ..... all houses buildings walls hedges & fences to the premises belonginge when & as often as neede shall require & attende on the sd. John Catterall in person that at any tyme to be used in the .../.../..... In witness whereof the partyes above sd. for these presents Indentures interchangeably have put these hands & seales the day & yeare fyrste above written.

Francis Browne.

#### SUMMARY

RP(SG17)No Ref. on document

4<sup>th</sup>.March 1600

Indenture between John Catterall of Hollyng Hall, Giggleswick & Francis Browne of York, concerning farms in Rathmell.

John Catterall grants to Francis Browne one farm messuage in RATHMELL for annual rent of 23 shillings & also one other tenement farm in RATHMELL including closes called brakenfwaytes for annual rent of 27 shillings plus all pastures, lands etc.

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RP(SG18) ref.LRO 1629

Indenture between Ralph Backhouse of Bolton piercy & Thomas Fleming of Staveley re Newhall in Rathmell

29<sup>th</sup>.March 1628

THIS INDENTURE made the (ninth) & twentieth day of March in the fourth yeare of the raigne of our sovereign Lord Charles by the grace of God King of England Scotland France & Ireland defender of the faith BETWEENE Ralph Backhouse of Bolton piercy in the county of the citie of Yorke yeoman & Thomas Fleminge of Staveley in the county of .....of the other parte Wittnesseth that the sd. Ralphe Backhouse for divers & sundrie good causes & valuable considerations him thereunto especially moveinge HATH demised granted & to forme lett on & by (these presents) do demise grante & to forme lett unto the sd. Thomas Fleminge ALL that the manner or mansion house of Rathmell commonly called or known by the name of the Newhall situate & being in Rathmell afsd. late in the teanure or possession of John Caterall deceased or his assigns & alsoall that

severall pieces & p'cells of arable meadow pasture & woody ground hereafter in these presente mentioned & expressed That is to say two closes of meadows called the Carrs one close pasture ground called Ellis close, the Crossthwaite wood the Crossthwaite, the roughethwaite the Northwood, the Kilne thwaite, the Intacke, the Littlebankfield the Littlebank browe the Corne close the lowest Stubbinge the Wheat close the Hippinglande the Hurrell on both sides of the water the Longlands also (Burrowlands), the Moore close the Conny garthe; All which premises doe lye together nere unto the Newhall in Rathmell afsd. & doe conteyning by estimation twoe hundred & fortie acreas be they more or less And also all those severall messuage & tenements now or late in the severall teanures or occupations of Jefferey Atkinson William Bankes, Richard Browne Richard Bradley William Dickinson John Foster Henry Browne, John Winder & John Fletcher or any of them their or any of their assignee or assignees & all & singular houses edifices barnes buildings stables orchards gardens curtilages backsides lands meadows pastures woods & woodygrounds wastes comons comon of pasture & turbary wayes pathes waters watercourses liberties easements profitts & commodities whatsoever to the sd. manner & premises belonginge or in any wise apperteyninge And also all that water corne mill called or knowne by the name of Rathmell mill & three acreas of ground thereunto belonginge & adjoyneinge & all the Mulcture toll (service) socken mildam floods streams & other appurtenances to the sd. mill belonging & apperteyninge And alsoe all that messuage & tenement with all & singular the appurtenances thereunto belonginge or apperteyninge commonly called or known by the name of Hollinghall in Rathmell afsd. conteyning by estimation eight & fiftie acreas be it more or less now or late in the teanure or possession of the sd. Henry Wiglesworth his assignee or assignees, one other messuage & tenement lying at Huggon house in Rathmell afsd. now or late in the possession or occupation of Jane Walbanke widow of John Carr there assignee or assignees & conteyning by estimation seaven acreas be it more or less And alsoe one close meadow called or known by the name of Hall inge in Rathmell afsd. conteyning by estimation foure acreas be it more or less one other close of meadow called or knowne by the name of Crosse Inge conteyning by estimation two acreas & a halfe be it more or less, & one other p'cell of ground called or knowne by the name of Lyneholme conteyning by estimation two acreas & a halfe be it more or less one other messuage & tenement with appurtenances in Rathmell afsd. now or late in the teanure or occupation of Henry Foster his assignee or assignees one other messuage or tenement with the appurtenances in Rathmell afsd. sometimes in the teanure or possession of Frank Brown & (..thence) in the teanure or possession of the sd. John Caterall deceased & of William Preston there assignee or assignees & now or late in the teanure or possession of the sd. William Caterall his assignee or assignees, one other messuage or tenement with appurtenances in Rathmell afsd. late in the teanure & possession of John Carr sone of William Carr his assignee or assignees, one other messuage or tenement with appurtenances in Rathmell afsd. now or late in the teanure or possession of Edmond Carr his assignee or assignees one cottage & certain land thereunto belonginge with appurtenances in Rathmell afsd. now or late in the teanure or possession of Mathew Procter his assignee or assignees alsoe one other cottage & certain land thereunto belonginge with appurtenances in Rathmell afsd. now or late in the teanure or possession of John (Harkinson) & Mabel his wife their assignee or assignees Alsoe one other messuage or tenement with appurtenances in Rathmell afsd. called or knowne by the

name of Gawthropp & Gawfthropp now or late in the teanure or possession of Thomas Caterall gent. Grace Caterall widdow of John Caterall her son their assignee or assignees or some of them, one oxgang of lande lyeing & being in Rathmell fields & (Swainsteads) & fourteen acreas of pasture ground or common thereunto belonging late in the joynte & severall teanures or possession of John Settle, Thomas Gregson, John Warde, John Carr, of the Greene & Henry Foster there assignee or assignees one other messuage or tenement in Rathmell afsd. conteyninge by estimation eight acreas be it more or less now or late in the teanure or possession of John Burton his assignee or assignees one cottage & a little p'cell of land thereunto belonging or therewith afsd. late in the teanure or occupation of one William Cooke his assignee or assignees Alsoe one oxgang of lande meadow pasture & comon with the appurtenances lyeing & being within the Lordship of (Westhalton) in the sd. county of Yorke now or late in the teanure or possession of one John Wilkinson his assignee or assignees one cottage & certain land thereunto belonging with appurtenances in (Westhalton) afsd. now or late in the teanure or occupation of John Wright his assignee or assignees And one other cottage & p'cell of moorishe ground thereto belonging in Rathmell afsd. late in the teanure or occupation of Anthony Carr his assignee or assignees & alsoe twoe severall p'cells of land called or knowne by the names of (Nettlehole Langthwaite) & Threapscrope or any of them or by what other name or names soever the same be called or knowne now or late in the teanure or occupation of one Richard Bradley his assignee or assignees And alsoe one halfe tenement: here p'te or p'cell of one tenement sometimes in the teanure or occupation of Anthony Twistleton & Richard Frankland their assignee or assignees & now or late in the teanure & occupation of the sd. William Caterall Henry Foster & Bartholemew Armitstead their assignee or assignees And alsoe one halfe oxgang of land more or less called or knowne by the name of Banke oxgange now or late in the teanure or occupation of John Kaye his assignee or assignees And alsoe the moyetie or one halfe of all the grounds called & knowne by the name or names of (Overkaike) also Fleminges giste & also all & singular houses edifices barnes buildings stables gardens lands meadows pastures feedings comons comon of pasture & turbary wayes pathes waters water courses liberties easements profitts commodities & emoluments whatsoever to the sd. messuage lands tenements & hereditaments belonging or in any wise apperteyninge TO HAVE & to hold the sd. manor or mansion house messuages tenements cottages closes & severall p'cells of land & the sd. water corn mill & all & singular other the premisses hereby demised with their & everie of their rights members & appurtenances unto the sd. Thomas Fleminges his exec. admin. & assigns from the five & twentieth day of Marche laste paste before the date of these presents unto the full and & terme & for & during the tearme & tyme of three years from thence next ensuing & fully to be compleat & ended YIELDING & payeing therefore yearly & every year during the sd. terme with the sd. Ralphe Backhouse & his assigns the ..... rent of twenve pence of lawful money of England att the feaste of the birth of our lord & if the same be lawfully demanded WITNESS whereof the parties above sd. to these presents indenture interchangeably have sett their hands & seales the day of the yeare firste above written.

ATTACHED

Sealed & delivered in the .... & (presence) of

Richard .....

William (Ellis) William Banks Phillip Ellison

William Banks younger

Backhouse lease to Fleming for the .... of the (title) for Newhall 29 March 4 caroli

#### SUMMARY

RP(SG18) ref.LRO 1629 (Same properties & land as in RP(SG16).

Indenture between Ralph Backhouse of Bolton piercy & Thomas Fleming of Staveley re Newhall in RATHMELL

29<sup>th</sup>.March 1628

Ralph Backhouse leases to Thomas Fleming extensive lands & properties including Newhall & 240 acres, Rathmell water corn mill plus 3 acres, Hollinghall plus 58 acres, Huggon House plus 7 acres & many other properties, tenements, cottages & lands. Many field names mentioned in detail.

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RP(SG19) Wakefield R.O.Ref. C387-88

642 Robinson to Shyers, Thorpe & Stubs.

Regt. the twenty ninth of January 1710 at two in the forenoon.

AN INDTE. bearing date the twelfth day of December in the eighth year of the reign of Queen Ann Anno Domini 1709 made between Benjamin Robinson of Otley in the county of York Apothecary of the one part & Ann Shyers widow & executrix of the last will & testament of John Shyers late of the parish of Fuiston in the sd. county deceased Isabell Shyers daughter of the sd. Ann Shyers William Thorpe of the township of Fuiston & county afsd. yeoman & Stephen Stubs of the parish of Hamsthwaite in the sd. county labourer of the other part of & concerning All that mansion or dwellinghouse situate lying & being in Settle in the sd. county of York then in the possession of the sd. Benjamin Robinson or of his assignes. And also all the Naile fast & stone fast thereunto belonging Together with all such heirlooms household shifts & hustements as he now hath therein or of right to him belonging And also all those stables barnes buildings outhouses & the shop belonging the same And also the draw well garth or garden the grass croft or orchard & all other wasts grounds & fronts yards easements & appurtenances thereunto belonging or appertaining & also half an acre of turbary in Cockett Moss & one parcell of ground called fearam lying & being in Settle townfields containing by estimation one acre (be it more or less) And the revercon & revercons remainder & remainders rents issues & profitts thereof & of every part & parcell thereof with the appurtenances thereunto belonging which sd. Indenture is witnessed by John Hartley senior of Lawn House in the county of York afsd. yeoman Diouisius Parkinson of Hetton in the sd. county of York gentleman & John Jeffray of Timble in the sd. county of York Gent.

Signed & sealed in the presence of us

John Jeffray Jnr. William Thorpe Jo. Weatherhead.

#### SUMMARY

RP(SG19) Wakefield R.O.Ref. C387-88

642 Robinson to Shyers, Thorpe & Stubbs.

Regt. the twenty ninth of January 1710 at two in the forenoon.

Benjamin Robinson of Otley to Ann & Isabell Shyers & William Thorpe of Fuiston & Stephen Stubbs of Hamsthwaite. Property in SETTLE known as Holgate plus all other buildings, lands & shop etc.

*N.B. Date of Indenture:- 12<sup>th</sup>.Dec. 1709*

*Date Indenture registered:- 29<sup>th</sup>. Jan. 1710*

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RP(SG19) Wakefield R.O. ref. C387-88

643 Shyers Thorpe & Stubbs to Weatherall

Regt. the twenty ninth of January 1710 at two in the forenoon

An INDRE. bearing date the sixteenth day of August in the ninth year of the reign of Queen Ann anno domini 1710 made Between Ann Shyers late of the parish of Fuiston in the county of York widow Isabell Shyers daughter of the sd. Ann Shyers spinster William Thorpe of the township of Fuiston in the sd. county of York yeoman & Stephen Stubbs of the parish of Hamsthwaite in the sd. county of York labourer of the one part & William Weatherall of Settle in the sd. county of York Butcher of the other part of & concerning All that mansion or dwellinghouse situate in Settle afsd. called Holgate House with one garth or garden lying on the east side of the sd. dwellinghouse Also one stable or building belonging the sd. dwellinghouse adjoining to the street or highway on the north side over against John Bradleys Newhouse all which sd. premises are situate lying & being within the town of Settle afsd. in the sd. county of York & late in the possession of & belonging to Benjamin Robinson late of Settle Apothecary together with the right to one draw well & all & every the wayes paths passages fronts yards backsides dunghillsteads steerooms walls seats or forms in the church liberties easements priviledges rights members & appurtenances whatsoever to the above mentioned premises or any part or parcel thereof belonging or which at any time heretofore hath been accepted reputed used occupied possessed enjoyed deemed taken or known to be as part parcell or member thereof or of any part or parcell thereof And the revercon & revercons remainder & remainders thereof term & terms of years property equity of redemption claim or demand of in or unto the same which sd. indenture is witnessed by Diouisius Parkinson of Hetton in the county afsd. gent. Mathias Weatherhead of Giggleswick in the sd. county butcher John Jeffrey & Thomas Lawson of the same place gent.

Signed & sealed by the above named Wm Thorpe in the presence of us

John Jefray Jnr. J. Weatherhead Wm.Thorpe.

#### SUMMARY

RP(SG19) Wakefield R.O. ref. C387-88

643 Shyers Thorpe & Stubbs to Weatherall

Regt. the twenty ninth of January 1710 at two in the forenoon

Ann & Isabell Shyers, William Thorpe & Stephen Stubbs to William Weatherall of SETTLE butcher. Property in Settle known as Holgate House & one building, together with right to one draw well & other priviledges.

*N.B. Date of Indenture:- 16<sup>th</sup>.Aug. 1710*

*Date Indenture Registered:- 29<sup>th</sup>.Jan. 1710*

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RP(SG19)Wakefield R.O. ref. C387-88

644 Shyers, Thorpe & Stubbs to Weatherall

Regt. the twenty ninth of January 1710 at two in the forenoon.

AN INDENTURE bearing date the seventeenth day of August in the ninth year of the reign of Queen Ann anno domini 1710 made Between Ann Shyers late of the parish of Fuiston in the county of York widow Isabell Shyers daughter of the sd. Ann Shyers Spinster William Thorpe of the township of Fuiston afsd. yeoman & Stephen Stubbs in the parish of Hamsthwaite in the sd. county of York labourer of the one part And William Weatherall of Settle in the sd. county of York butcher of the other part of & concerning All that piece or parcell of arable or meadow ground situate lying & being in the townfields of Settle afsd. in the sd. county of York called Fearam containing by estimation three roods or thereabouts (be the same more or less) Together with all & every the wayes paths passages rights priviledges & appurtenances whatosever to the same belonging which sd. parcell of ground is adjoyning to the ground of Katherine Hall widow of the east side & to the ground of Ralph Bayes gent. on the west side & was lately belonging to & purchased of Benjamin Robinson grandson of John Robinson of Settle afsd. cooper late deceased And also the revercon & revercons remainder & remainders term & terms of years equity of redemption right title interest property claim or demand whatsoever of in or unto the same or any part thereof which sd. indenture is witnessed by Mathias Weatherhead of Gigg. in the sd. county of York butcher John Weatherhead of Sheffield in the sd. county gent. William Payley of Settle afsd. sadler Thomas Lawson of Gigg. afsd. gent. & John Jeffray of Timble in the county afsd. gent. Signed & sealed in the presence of us by the sd.

William Thorpe John Jeffrey Jnr. Jo. Weatherhead William Thorpe

#### SUMMARY

RP(SG19) Wakefield R.O. ref. C387-88

644 Shyers Thorpe & Stubbs to Weatherall

Regt. the twenty ninth of January 1710 at two in the forenoon

Ann & Isabell Shyers, William Thorpe & Stephen Stubbs to William Weatherall of SETTLE. Arable or meadow ground called Fearam in Settle town fields & any rights & priviledges etc.

*N.B. Date of Indenture:- 17<sup>th</sup>.Aug. 1710*

*Date Indenture Registered:- 29<sup>th</sup>.Jan. 1710*

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RP(SG19) Wakefield R.O. ref. C387-88

645 Shyers Thorpe & Stubbs to Weatherall & Payley

Regt. the twenty ninth of January 1710 at two in the forenoon.

AN IND. bearing date the thirteenth day of September in the ninth year of the reign of Queen Ann anno domini 1710 made between Ann Shyers of Bolnes in the township of Timble in the parish of Fuiston & county of York widow relict & executrix of the last will & testament of John Shyers late of Bolnes afsd. her late husband deceased Isabell Shyers of the sd. place spinster one of the daughters of the sd. Ann Shyers William Thorpe of the township of Fuiston afsd. yeoman Stephen Stubbs of the parish of Hamsthwaite afsd. county of York labourer of the one part And William Weatherhead of Settle in the parish of Gigg. & county afsd. butcher & William Payley of the same place sadler of the other part of & concerning All that shop adjoining unto William Carrs Barn or stable on the west & Wm. Payleys stable on the east in the possession of James Proctor or his assignes And all that grass croft orchard or garden in Settle afsd. as the same is now marked out late part of the inheritance of William Holgate & as the same is now in the possession of Thomas Robinson (as tenant to his nephew Benjamin Robinson) or of his assignes or undertenants lying east of the Quakers meeting house west of the sd. Thomas Robinson's house south of the highway leading to & from Settle & north of a close of John (Winsors) And also all that piece or parcell of moss or turbary containing by estimation half an acre (be it more or less) lying in a place called Cockett Moss within the township of Gigg. afsd. & also all other the lands tenements edifices shops buildings barns stables turfhouses paths passages ways wells waters watercourses wastes waste grounds fronts yards easements profits liberties advantages priviledges & appurtenances whatsoever within the sd. county of York which they the sd. Ann Shyers Isabell Shyers William Thorpe & Stephen Stubbs lately purchased of the sd. Benjamin Robinson And the revercon & revercons remainder & remainders thereof which sd. Inde. is witnessed by John Weatherhead of Sheffield in the county of York Gent. & John Jeffray of Timble in the sd. county of York gent.

Signed & sealed in the presence of us

John Jeffray Jnr. W. Thorpe Jo. Weatherhead.

#### SUMMARY

RP(SG19) Wakefield R.O. ref. C387-88

645 Shyers Thorpe & Stubbs to Weatherall & Payley

Regt. the twenty ninth of January 1710 at two in the forenoon.

Ann & Isabell Shyers of Bolnes William Thorpe of Fuiston & Stephen Stubbs of Hamsthwaite to William Weatherhead of Settle & William Payley of SETTLE.

A shop plus grass croft moss or turbary at Cockett Moss & all other lands, buildings etc.

*N.B. Date of Indenture:-*

*13<sup>th</sup>.Sep. 1710*

*Date Indenture registered:-*

*29<sup>th</sup>.Jan. 1710*

RP(SG20) Wakefield R.O. ref. Vol.E page 67 No.82

Foster to Clark

Regt. the twenty fourth of April 1712 at nine in the forenoon.

AN INDENTURE bearing date the ninth day of December in the eight year of the reign of her present majt. Queen Ann Anno Dimini 1709 & made Between Anthony Foster of Gawthropp in the parish of Gigg. & county of York gentleman of the one part & Robert Clark of Rathmell in the sd. parish of Gigg. & county afsd. gentleman of the other part. of All that close or inclosure of arable or meadow ground commonly called & known by the name of Bewtree lands containing by estimation two acres be it more or less which sd. close is lying & being within the precincts & territories of Rathmell afsd. To Hold the sd. close or inclosure of ground called Bewtree lands unto the sd. Robert Clarke his exec. admin. & assigns from the date of the sd. indenture for during & unto the full end & term of one thousand years from thence next ensuing Which sd. indenture is witnessed by William Duckett of Rathmell afsd. yeoman John Foster of Armitstead tanner & Martin Richardson then of Settle yeoman all in the sd. county of York.  
Signed & sealed in the presence of  
Henry Robinson Mark Richardson Jnr. Robt. Clarke

#### SUMMARY

RP(SG20) Wakefield R.O. ref. Vol.E page 67 No.82

Foster to Clark

Regt. the twenty fourth of April 1712 at nine in the forenoon.

Anthony Foster of Gawthropp Giggleswick to Robert Clarke of RATHMELL. One inclosure of land called Bewtree – two acres.

*N.B. Date of Indenture:- 9<sup>th</sup>.Dec. 1709*

*Date Indenture Registered:- 24<sup>th</sup>.April 1712*

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RP(SG21) Wakefield R.O. ref. Book H page 511 No.635

Banks to Hardacre

Regd. the eighteenth of January 1716 at five in the afternoon

Ri.Witton Jn.Smyth

AN INDENTURE of bargain & sale bearing date the seventeenth day of October in the year of our Lord God one thousand seven hundred & sixteen & in the third year of the reign of his perfect matie(*majesty*) King George made Between William Banks of Hellifield in the parish of Long Preston & county of York yeoman of the one part And Richard Hardacre of Hellifield afsd. yeoman of the other part Whereby the sd. William Banks for & in consideration of the sum of 13 li (*pounds*) of lawful British money to him or for his proper debt already paid by the sd. Richard Hardacre doth grant bargain sell alien enfeoff & confirm unto him the sd. Richard Hardacre & to his heirs & assigns for ever All that one close of arable & meadow ground called litlegreen being parcell of the freehold lands within Hellifield afsd. belonging to him the sd. William Banks And the revercon & revercons remainder & remainders rents issues & profitts thereof To Have &

to Hold the sd. premises with their hereditaments & appurtenances unto him the sd. Richard Hardacre his heires & assigns to the sole & proper use & behoof of him the sd. Richard Hardacre his heirs & assigns for ever which sd. Indenture is witnessed by Thomas Serjeantson of Gallaber in the parish of Long Preston afsd. yeoman John Twistleton of Shearwood in the parish of Gigg. yeoman Robert Nelson of Hellifield afsd. blacksmith Thomas Geldard of Long Preston afsd. schoolmaster & Robert Armitstead of Hellifield afsd. yeoman.

Sealed & signed in the presence of  
Robt. Armitstead Jnr. Tho. Geldard Richard Hardacre

#### SUMMARY

RP(SG21) Wakefield R.O. ref. Book H page 511 No.635

Banks to Hardacre

Regd. the eighteenth of January 1716 at five in the afternoon

Ri. Witton Jn. Smyth

William Banks sells to Richard Hardacre one close of ground called litlegreen within HELLIFIELD.

*N.B. Date of Indenture:- 17<sup>th</sup>.Oct. 1716*

*Date Indenture Registered:- 18<sup>th</sup>.Jan. 1716*

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RP(SG22) Wakefield R.O. ref. Book O page 396 No.617

Wearing & (.....) to Lister

Regd. eighteenth of March 1719 at four in the afternoon

AN INDENTURE bearing date the first day of March in the year of our Lord one thousand seven hundred & nineteen & in the sixth year of the reign of our sovereign Lord George by the grace of God of Great Brittain France & Ireland King, defender of the faith And made between Mathew Wearing of Over Bentham in the county of York yeoman Robert Watkinson of Crainerigg in the parish of Giggleswick & sd. county of York yeoman & Thomas Lawson of Gigg. afsd. Gent. on the one part & Anthony Lister of Fairhill within the parish of Slaidburne & sd. county of York Gent on the other part Whereby the sd. Mathew Wearing Robert Watkinson & Thomas Lawson in consideration of the sume of one hundred & thirty five pounds to them or some of them in hand well & truly paid by the sd. Anthony Lister doe demise grant bargain & sell unto the sd. Anthony Lister his exec. admin. & assigns All that messuage & tenement called Tipperthwaite with all & every the lands meadows pastures closes inclosures & parcells of ground belonging the sd. messuage or tenement Together with all houses buildings fronts yards backsides dunghillsteads steerhouses gardens tofts crofts waters watercourses watering places wells well springs walls trees hedges fences ditches wayes paths passages wast grounds moors mosses commons common of pasture & turbary liberties easements proffitts priviledges rights members hereditaments & appurtenances whatsoever to the sd. messuage or tenement belonging or in any wise appertaining To Hold for & during all the rest residue & remainder of all such forme or in number of years as are yet in being

unspent & to come in the sd. premises Which sd. Indre. is witnessed by John Batty of Settle yeoman Henry Claphamson of Gigg. Gent. William Wigglesworth of Slaiburne gent. all within the county of York.

Sealed & signed in the presence of us

Wm. Wigglesworth Jnr. Edw. Salisbury Anth. Lister

#### SUMMARY

RP(SG22) Wakefield R.O. ref. Book O page 396 No.617

Wearing & (...) to Lister

Regd. eighteenth of March 1719 at four in the afternoon

Mathew Wearing of Over Bentham Robert Watkinson of Crainerigg in the parish of Giggleswick & Thomas Lawson of Gigg. sell to Anthony Lister of Fairhill Slaiburne one messuage & lands called Tipperthwaite GIGGLESWICK ?

*N.B. Date of Indenture:- 1<sup>st</sup> March 1719*

*Date Indenture Registered:- 18<sup>th</sup> March 1719*

RP(SG23) Wakefield R.O.Ref. Book Y Page 531 No.700

Tennant (also?) Waterworth & (...) to Bown.

Regd. 19<sup>th</sup>. February 1727 at Twelve at Noon

AN INDENTURE tripartite made the ninth day of May in the thirteenth year of the reign of his perfect Majesty King George And in the year of Our Lord God One thousand seven hundred twenty seven made Betweene James Tennant (also?) Waterworth of Long Preston in the County of York yeoman of the first part Richard Hardacre of Hellifield in the parish of Long Preston afsd. & county of York yeoman of the second parte & Anthony Bown Officer of (Excise) in Berwick upon Tweed on the third part By which sd. Indenture All that moeity or one half part of his messuage or dwellinghouse situate & standing in Long Preston afsd. being the west end thereof wherein he the sd. James Tennant (also?) Waterworth doth now inhabitt One moeity or halfe part of the stable at the east end of the sd. dwellinghouse All that close called Halliday Croft with the barn thereunto adjoining & those two closes called Gallaber Pitt Close & Gallaber Close And all those parcells of arrable land belonging to him the sd. James Tennant .... Waterworth herein after mentioned vix. the south side of Heskett Close containing by estimation about one acre & three roods be it more or less the east side of Threapmire Close containing by estimation about two acres be it more or less Two mosses two sowers Two Kirkhaws & one Laythom & one over Heskitt containing by estimation about Two acres be they more or less one demezen ..... (demean) part & an half of arable land lying in neighbour row in that inclosure comonly called the flatt containing by estimation about nine roods be they more or less And all those severall parcells of meadow ground hereinafter mentioned viz. One Biggholme dale one Maggott holme ley & Biggholme Crooke foure Koss holmes & one Koss holme ley sowdale close And three

roods & one acre & a fourth rood every other year as the same now is & usually has been occupied All which sd. premises are situate lying & being within the town & territories of Long Preston afsd. And also all those his other lands & premises herein after particularly mentioned & expressed that is to say One parcell of arable land called Kirk acre one close called little acre close All the meadow ground in a close called Brockland Butts one parcell of meadow & turbary called Pinder Ings one half or that part of the hill called Gallaber Hill with the meadow & turbary thereunto belonging All the layth garden & housesteads smithy & parcell of ground under the croft adjoyning to the flatt Bothom one oxgang part in Longber four oldgates or two newgates of Longber & one half gate of New pasture four demeans or two old gates in that pasture called Ragedbirk with their & every of their hereditaments & appurtenances All which sd. last mentioned & granted premises are lying & being in Long preston afsd. & within the libertyes thereof And the revercon & revercons remainder & remainders thereof are granted & assigned to the sd. Anthony Bown his exec. & assigns for the remainder of a terme of two thousand years subject nevertheless to a provisoe in the sd. Indenture contained for the same to be voyd upon the sd. James Tennants payment of the sume of three hundred & sixty pounds & eighteen pounds interest for it unto the sd. Anthony Bown his exec. or assigns on or before eleventh day of November which shall be in the year of our Lord God One thousand seven hundred & twenty eight which sd. Indenture is witnessed by William Iveson of Stainforth in the county of York Linen weaver Christopher Wetherherd & Thomas Wetherherd both of Knight Stainforth in the sd. county Gent. This memorial was signed & sealed in the presence of Wm.Iveson Jnr. James Tennant Tho. Wetherherd

#### SUMMARY

RP(SG23) Wakefield R.O.Ref. Book Y Page 531 No.700

Tennant (also?) Waterworth & (...) to Bown.  
Regd. 19<sup>th</sup>. February 1727 at Twelve at Noon

A tripartite agreement between James Tennant Richard Hardacre & Anthony Bown. One half of James Tennant's messuage, stable & various parcells of land to be granted to Anthony Bown. All in parish of LONG PRESTON

N.B. Date of Indenture:-	9 <sup>th</sup> .May 1727
Date Indenture registered:-	19 <sup>th</sup> .Febr.1727

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RP(SG24) Wakefield R.O. Book CC Page 65 No.90

Weatherhead to Clapham  
Regd. 14<sup>th</sup>. Sept. 1730 at eleven in the forenoon

...Calverley      W. Horton

AN INDENTURE dated the tenth day of September in the fourth year of the Reigne of his Majesty King George the second & in the year of our Lord God one thousand seven hundred & thirty made Betweene Matthias Weatherhead of Giggleswicke in the county of York butcher of the one part & Agnes Clapham of Stackhouse in the parish of Gigg. & county afsd. widow of the other part Of & concerning All that one close or inclosures of arrable land lying within the precincts or Townfield of Gigg. afsd. commonly called & known by the name of Langlands containing by estimation five acres which sd. Indenture is done by way of mortgage & is for secureing the sume of one hundred & ten pounds & fourteen shillings to the sd. Agnes Clapham in trust for & for the use of her son Thomas Clapham And is witnessed by James Hebden of Snowhill in the parish of Wakefield & county of York carrier John Fish of Holling Hall in the parish of Gigg. & county afsd. Gent. Thomas Swainson of Settle in the county afsd. yeoman. This memorial was signed & sealed by the above named Matthias Weatherhead in the presence of James Hebden Jnr. John Fish Tho. Swainson Matthias Weatherhead.

#### SUMMARY

RP(SG24) Wakefield R.O. Book CC Page 65 No.90

Weatherhead to Clapham  
Regd. 14<sup>th</sup>. Sept. 1730 at eleven in the forenoon

...Calverley W. Horton

Indenture between Matthias Weatherhead & Agnes Clapham.  
Agnes mortgaging five acres of land in GIGGLESWICK for the sum of one hundred & ten pounds & fourteen shillings in trust for her son Thomas Clapham.

*N.B. Date of Indenture:- 10<sup>th</sup>.Sep. 1730*  
*Date Indenture registered:- 14<sup>th</sup>.Sep. 1730.*

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RP(SG25) Wakefield R.O.Ref. Book DD Page 591 No.798

Armitstead to Tyson  
Regd. 18<sup>th</sup>.March 1731 past five in the afternoon

..Burton

AN INDENTURE bearing date the eighteenth day of December in the fifth year of the reign of our sovereign Lord George the second of Great Birtain France & Ireland King defender of the faith ....And in the year of our Lord one thousand seven hundred & thirty one made Between John Armitstead of Settle in the county of York shopkeeper & Bridget Armitstead of Gigg. in the sd. county of York widow of the one parte & William Tyson of Gigg. afsd. cordwainer of the other parte Of & concerning All that close or parcell of inclosed arable & meadow ground called Bateman Close containing by estimation two acres more or less with the rights members & appurtenances thereunto belonging Which sd. premises are situate lying & being within the Townfields & territories of Gigg. afsd. Which sd. Indenture is witnessed by William Bradley of Gigg.

innkeeper Thomas Brayshaw of Gigg. afsd. yeoman & William Lawson of Gigg. afsd. gentleman.

Signed & sealed in the presence of

Wm.Bradley Thos.Brayshaw W.Lawson Jnr. John Armitstead.

#### SUMMARY

RP(SG25) Wakefield R.O.Ref. Book DD Page 591 No.798

Armitstead to Tyson

Regd. 18<sup>th</sup>.March 1731 past five in the afternoon

..Burton

John & Bridget Armitstead to William Tyson of Gigg. Bateman Close part of GIGGLESWICK Townfield.

*N.B. Date of Indenture:- 18<sup>th</sup>.Dec. 1731*

*Date Indenture Registered:- 18<sup>th</sup>.March 1731*

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RP(SG26) Wakefield R.O. Ref. Book DD Page 421 No.562

Weatherhead to Townley

Regd. 21<sup>st</sup>.December 1731 at Two in the afternoon

AN INDENTURE bearing date the twentieth day of December in the fifth year of the reign of his perfect Majesty King George the Second and in the year of our Lord one thousand seven hundred & thirty one made Between William Weatherhead of Settle in the parish of Gigg. & county of York butcher of the one part & Anne Townley of Dutton in the parish of Ribchester in the county palatine of Lancaster widow of the other part Whereby the sd. William Weatherhead in consideration of the sume of two hundred & fifty three pounds & ten shillings to him in hand paid by the sd. Ann Townley Doth grant bargain sell assigne transferr convey & confirm unto the sd. Ann Townley her exec. admin. & assigns All those two messuages or dwellinghouses wherein Charles Stewart & the sd. William Weatherhead now dwell One iron pott with grate & door belonging the same set in the body stead of the mansion house now inhabited by Charles Stewart afsd. All the fire ranges set & fixed on the premises being ten in number three stone troughs one garden & one draw well or pump belonging to the sd. dwellinghouses or to one of them And also all that one other mansion or dwellinghouse called Holgate house with one garth or garden lying on the east side of the sd. dwellinghouse Also one other building there unto belonging now converted into a smithy & a joiners shop with chambers above for persons to live in with their & every of their several & respective rights members & appurtenances whatsoever All which sd. mansion or dwellinghouses And all & singular other the premises are situate in Settle afsd. And also all other the messuages houses buildings lands tenements & hereditaments whatsoever of him the sd. William Weatherhead situate in Settle afsd. in whose possession soever the same are or be or wherein he hath any estate & interest TO HOLD the sd. three mansion or dwellinghouses & all other the premises with their & every of their severall & respective

appurtenances unto the sd. Ann Townley her exec. admin. & assigns for & during such severall terms & numbers of years as are in the sd. Indenture particularly expressed & mentioned under the the yearly payment of nine shillings rent to the chief Lord or Lords of the fee or fees thereof And doing & performing All suites & services due & of right accustomed for the same which sd. Indenture is witnessed by Charles Stewart & James Hodgson both of Settle in the parish of Gigg. dyers & Richard Thornton of Horton in Ribblesdale schoolmaster all in the county of York

Sealed & signed in the presence of

Charles Stewart James Hodgson Richd.Thornton Jnr. Wm. Weatherhead

## SUMMARY

RP(SG26) Wakefield R.O. Ref. Book DD Page 421 No.562

Weatherhead to Townley

Regd. 21<sup>st</sup>.December 1731 at Two in the afternoon

William Weatherhead to Anne Townley. William for two hundred & fifty three pounds & ten shillings grants to Ann Townley two dwellinghouses, inSETTLE one iron pott with grate & door, ten fire ranges, three stone troughs, one garden & one draw well. Also Holgate house, garth plus one smithy & joyners shop plus chamber above to live in for the yearly rent of nine shillings.

*N.B. Date of Indenture:-*

*20<sup>th</sup>.Dec. 1731*

*Date Indenture registered:-*

*2<sup>nd</sup>.Dec. 1731*

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RP(SG27) Wakefield R.O.Ref.Book DD Page 175 No.222

Richard Hardacre last will

Regd. 19<sup>th</sup>.Aug. 1731 at eleven in the forenoon

A MEMORIAL of the last will & testament of Richard Hardacre of Hellifield in the parish of Long Preston within the diocese & county of York yeoman (lately deceased) bearing date the third day of March in the year of our Lord God 1728 Wherein & whereby the sd. Testator did give unto Thomasin his loving wife the use & benefit of the parlour in the eastend of his dwellinghouse in Hellifield afsd. & the best bedd & bedding thereunto at her own election & choice together with the wainehouse & the issues & profitts of those closes called the crofts & the Greens during her naturall life Also he did hereby give bequeath & devise unto his second son Alexander Hardacre An ancient house in Hellifield afsd. with the barn stable & other buildings & gardens thereunto belonging the crofts & the greens after his wifes decease the closes called Garscarr (Scochions) with the barn therein standing the moor closes One half part of one meadow or moss ground called the pitts adjoyning on Coniston Moor & six cattle gates the soyle & ground thereof on Hellifield moor To Hold unto him the sd. Alexander Hardacre during his naturall life & after his death to the heirs male of his body lawfully begotten for default of such issue to his heirs formale Also he did give bequeath & devise unto his younger son Richard Hardacre one parcell of meadow & arable land called Lowbridge with the barn therein standing with the other half part of the meadow or moss ground

called the Pitts adjoining on Coniston Moor as afsd. And also of four cattle gates & the soyl & ground thereof on Hellifield Moor The executing of which will is witnessed by Thomas Kitching of Skipton in the county of York apothecary Robert Hamerton of Hellifield afsd. husbandman & Thomas Geldard of Long Preston in the sd. county schoolmaster (late deceased)

Signed & sealed by the above named Alexander Hardacre in the presence of us  
Joshua Hardaker Jnr. R.Bent Alexander Hardacre

#### SUMMARY

RP(SG27) Wakefield R.O.Ref.Book DD Page 175 No.222

Richard Hardacre last will

Regd. 19<sup>th</sup>.Aug. 1731 at eleven in the forenoon

Richard Hardacres last will & testament. Bequeathing property & lands in HELLIFIELD to his wife Tomasin & his sons Alexander & Richard.

*N.B. Date of Indenture:- 3<sup>d</sup>.March 1728*

*Date Indenture Registered:- 19<sup>h</sup>.Aug. 1731*

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RP(SG28) Wakefield R.O.Ref. Book Y Page 503 No.661

Heaton to Hardacre

Satisfyed & discharged as appears by certificate dated the twenty fifth day of November 1734 Received tenth day of Febr. 1734 & numbered 16

Regd. 5<sup>th</sup>.Febry. 1727 at Two in the afternoon

INDENTURES of Lease & release the lease bearing date the twenty second & the Release the twenty third days of November in the first year of the reign of George the second by the grace of God of Great Britain France & Ireland King defender of the faith anno domini 1727 made Between Robert Heaton of North Ives in the parish of Bradford & county of York yeoman of the one part & Richard Hardacre of Hellifield in the parish of Long Preston & county abovesaid yeoman of the other part Whereby the sd. Robert Heaton in consideration of the sume of two hundred pounds of good & currant British money to him in hand paid by the sd. Richard Hardacre doth give grant bargain sell alien enfeoffe remise release & confirm unto the sd. Richard Hardacre his heires & assignes for ever All that messuage or tenement with the appurtenances situate lying & being in Newsholme in the parish of Keighley afsd. in the sd. county of York wherein Henry Kendall now liveth Together with all & singular houses edifices barns buildings stables outhouses gardens orchards crofts backsides tofts lands closes inclosures meadow arrable or pasture ground by what name or names soever the same is called & known pastures feedings woods underwoods wayes paths passages waters watercourses hedges ditches walls fences comons comon of pasture & turbary liberties profitts commodities advantages emoluments hereditaments & appurtenances whatsoever to the sd. messuage or tenement belonging or in any wise appertaining or herewith comonly demised used enjoyed or occupied or accepted reputed had taken or known to be as part parcell or member thereof or incident appendant or appurtenant thereunto And also liberty for

digging or getting of stone to be had perceived & taken in upon & throughout all the comons moores & wasts of & in Newsholme afsd. And the revercon & revercons remainder & remainders thereof are absolutely granted & conveyed To Have & to hold unto the sd. Richard Hardacre his heires & assigns to the only proper use & behoofe of him the sd. Richard Hardacre his heires & assigns for ever Nevertheless in the conclusion of the sd. release there is a proviso & grant of redemption of the sd. premises He the sd. Robert Heaton his heires exec. admin. & assigns paying unto the sd. Richard Hardacre his heires exec. admin. or assigns the full sume of two hundred & thirty pounds in such wise & after such manner as in & by the sd. release is expressed ordered & agreed upon Which sd. Indentures are witnessed by Robert Hamerton of Hellifield yeoman Alexander Hardacre of the same yeoman Stephen Robinson of Conistone Cold schoolmaster

Signed & sealed in the presence of

Robert Hamerton Alexander Hardacre Jnr. Robt. Heaton

#### SUMMARY

RP(SG28) Wakefield R.O.Ref. Book Y Page 503 No.661

Heaton to Hardacre

Satisfyed & discharged as appears by certificate dated the twenty fifth day of November 1734 Received tenth day of Febr. 1734 & numbered 16

Regd. 5<sup>th</sup>.Febry. 1727 at Two in the afternoon

Robert Heaton leases to Richard Hardacre of Hellifield for the sum of two hundred pounds a messuage at NEWSHOLME in KEIGHLEY. Together with barns, buildings, pastures etc. & also liberty for digging & taking stone from the common moores in Newsholme.

*N.B. Date of Indenture:-*

*22<sup>nd</sup>. & 23<sup>rd</sup>. of Nov. 1727*

*Date Indenture registered:-*

*5th.Febr. 1727 & discharged 25<sup>th</sup>.Nov. 1734.*

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RP(SG29) Wakefield R.O. Ref. Book HH Page 17 No.18

Messinger .... to Hardacre

Regd. 21<sup>st</sup>. July 1735 near eight in the morning

TWO INDENTURES of lease & release the lease bearing date the eleventh & the release the twelfth days of July in the ninth year of the reign of our most gracious sovereign Lord George the Second by the grace of Great Britain France & Ireland King defender of the faith & so forth & in the year of our Lord one thousand seven hundred & thirty five And made or mentioned to be made between Thomas Messinger of Kettlewell in the county of York yeoman & Alice his wife late called Alice Hardacre spinster & Richard Clark late of Wigglesworth but now of Astwick in the sd. county of York yeoman of the one part & Alexander Hardacre of Hellifield in the county of York afsd. yeoman of the other part Of or concerning All that one messuage or dwellinghouse with the appurtenances situate standing & being in Wigglesworth in the sd. county of York And also all those severall

closes inclosures or parcells of land thereto belonging & hereinafter particularly mentioned That is to say The Intack the Well Closes the close above the house the Middle Moor the Moss the Rough Close the Meadow the field called pepper flatt Two half acres & one rood of land called Suniacres one dale in the Higher Ings & one turf room in the White Moss All which sd. premises are situate lying & being within the township of Wigglesworth afsd. late in the possession of the sd. Richard Clarke & now in the tenure holding or occupation of one Leonard Wigglesworth his assignee or assignees farmers or tenants Both which sd. Indenture are witnessed by John Parkinson & John Tatham both of Clitheroe in the county of Lancaster Gentlemen

Signed & sealed in the presence of

Jon. Parkinson John Tatham Thomas Messenger Alice Messenger Richard R. Clarke

#### SUMMARY

RP(SG29) Wakefield R.O. Ref. Book HH Page 17 No.18

Messinger .... to Hardacre

Regd. 21<sup>st</sup>. July 1735 near eight in the morning

Thomas & Alice Messenger of Kettlewell & Richard Clarke of Astwick lease to Alexander Hardacre of Hellifield one messuage & lands in WIGLESWORTH.

*N.B. Date of Indenture:-*

*11<sup>th</sup>. & 12<sup>th</sup>. July 1735*

*Date Indenture Registered:-*

*21<sup>st</sup>. July 1735.*

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RP(SG30) Wakefield R.O. Ref. Vol.BQ Page 728 No.959

H.(Louch) P.(Midnes)

Hodgshinson to Gorrille

Regd. 7<sup>th</sup>.Sep. 1773 at twelve at noon.

INDENTURES of lease & release bearing date respectively the twenty fifth & twenty sixth days of August in the year of our Lord one thousand seven hundred & seventy three & made BETWEEN Elizabeth Hodshinson of Pikehouse within the parish of Clapham in the county of York widow of the first part Edward Gorrill of Birknott within the parish of Clapham in the sd. county of York yeoman of the second part & Michael Bradley of Eldroth within the parish & county afsd. blacksmith of the third part OF & CONCERNING All that close or inclosed parcell of arable meadow pasture & turbary ground called & known by the name of the Moor Close otherwise high Moss Close adjoining on the south side of the high way called Eldroth Lane & lying betwixt the grounds of Richard Lambert on the east & west sides & containing by estimation nine acres be the same more or less situate lying & being within the township liberties precincts & territories of AUSTWICK within the parish of Clapham & county of York afsd. & all & singular the appurtenances thereunto belonging which sd. Indentures of lease & release are witnessed by John Knowles of Newby within the parish of Clapham in the county of York afsd. gentelman & John Howson of Clapham within the parish &

county afsd. mason & is hereby required to be registered pursuant to the statute in that case made & provided witness my hand & seal the twenty sixth day of August in the year of our Lord one thousand seven hundred & seventy three.

Signed & sealed in the presence of us

Jo.Knowles Edward Gorrill John Howson

#### SUMMARY

RP(SG30) Wakefield R.O. Ref. Vol.BQ Page 728 No.959

H.(Louch) P.(Midnes)

Hodgshinson to Gorrille

Regd. 7<sup>th</sup>.Sep. 1773 at twelve at noon.

Elizabeth Hodgshinson leases to Edward Gorrill lands lying beside ELDROTH LANE in the township of AUSTWICK.

*N.B. Date of Indenture:-*

*25<sup>th</sup>. & 26<sup>th</sup>. Aug. 1773*

*Date Indenture Registered:-*

*7<sup>th</sup>.Sep. 1773*

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