

DEEDS. Number I.
Series. A II2.

5th June 1756.

Signed Sealed and Delivered (being first duly stamped)
in the presence of us.

Giles Sedgwick.
Jno Brayshay.

A. RAISTRICK,
LINTON,
SKIPTON,
YORKS

5th June 1756.

CHRISTOPHER PRESTON.
UNTO
RICHARD FFOSTER.

Assignment of Half of Twelve
beastgates and Lease of Tythe on
Malham Pikeday and Grysdales.

Received the Day and Year first written within of the within
named Richard Ffoster the within mentioned sum of Fforty eight
pounds of lawful British Money in full for the Consideration
Money and absolute purchase of the within granted Beastgates
Tythes Oblations Obventions and premes I say received the said
sum of 248 : 0 : 0 by me.
Witnessed.

Giles Sedgwick.
Jno Brayshay.

CHRIS PRESTON.

CHRISTOPHER PRESTON.
TO
RICHARD FFOSTER.

Assignment of the Moiety of Twelve
Beastgates and Lease of Tythe within
Malham.

THIS INDENTURE made the ffifth day of June in the Year of Our Lord
One Thousand Seven Hundred and ffifty six and in the Twenty Ninth
Year of the Reign of Our Sovereigne Lord George the Second by the
Grace of God of Great Britain ffrance and Ireland King Defender of
the ffaith and so forth BETWEEN Christopher Preston of Hanlith in
the Parish of Kirkby in Malhamdale and County of York Yeoman of the
one part and Richard Ffoster of Settle in the Parish of Giggleswick
and said County of York Mercer of the other part WHEREAS by Indenture
bearing date the Eleventh day of November in the Nine and Thirtieth
year of the Reign of Queen Elizabeth made between the Right Honorable
George late Earl of Cumberland deceased of the one part and Thoman
Dean late of Malham within the Parish of Kirkby in Malhamdale afore-
said Yeoman deceased of the other part HE the said Earl for the Con-
sideration therein mentioned Did Demise grant and to ffarm let unto
the said Thomas Dean his Executors and Assigns all that Messuage and
Tenement and Two Oxfangs of land with all and Singular their Appur-
tenances set lying and being in Malham aforesaid and then in the Ter-
-ure and Occupation of the said Thomas Dean or his Assigns with their
and every of their Rights Members Hereditaments and Appurtenances TO
HOLD to the said Thomas Dean his Executors and Assigns from the date
of the said Indenture unto the full end and term of ffive thousand
years the next following and fully to be compleat and ended under
the Yearly Rent of Three Shillings and one penny As by the said re-
cited Indenture relation being thereunto had may appear And Whereas in
the interest of the said ~~James~~ recited Term of ffive Thousand years
as to the premisses hereinafter mentioned (being part of the said Two
Oxfangs of Land above mentioned to be Demised by the said Earl to
the said Thomas Dean) sometime afterwards by Mesne Assignments Letters
of Administration Wills or otherwise became legally vested in one
William Lawson And Whereas the said William Lawson by his Indenture
of Assignment by him duly executed and bearing Date the Twenty ffourty
Day of May which was in the Year of our Lord One Thousand Seven Hund-
red and fferty ffive for the Consideration therein mentioned Did De-
mise Grant Bargain sell Assign transfer and Set over unto the said
Christopher Preston and one William Thompson All those Eight Catthe-
gates or Beastgates or Herbage pasturage gate and ffeeding for Eight
several full made Beasts to go grass feed lye and depasture in upon
and throughout All that stinted pasture in Malham aforesaid called
Malham Pikeday and also all those ffour Cattlegates or Beastgates
or Hrbage or pasturage Gate and ffeeding for ffour several full made
Beasts to go grass feed lye and depasture in upon and throughout All
that stinted pasture in Malham aforesaid called Grysdales and also a
proportionable part of the soil and ground of the several pastures
joint and in Common with other the Owners and Occupiers of the same
as did belong and Tweleve Beastgates there or in severalty if parti-
tion thereof should be made of the said pastures or any part thereof
(the said Cattlegates being part of the Two Oxfangs before mentioned
TO HOLD the said Beastgates or Cattlegates and all and singular other
premisses in the said Indenture of Assignment mentioned with the Appu-
retences in Two equal parts to be divided unto the said Christopher
Preston and William Thompson their several Executors Administrators and
Assigns as Tenants in Common and not as jointenants for the Remainder
of the said Term of ffive Thousand years And Whereas the said William
Lawson by his Indentures of Lease and Release the Lease bearing the
Date and Day Before the Release and the Release bearing even date with
the said recited Indenture of Assignment and by him duly Executed for
the Considerations therein respectively mentioned Did Grant Release
and Confirma unto the said Christopher Preston and William Thompson
their Heirs and Assigns all those said Beastgates or Cattlegates men-
tioned in the said recited Indenture of Assignments and the soil and
ground thereunto belonging with the appurtenances and also all and all
manner of Tythes of Corn Grain and Hay and All Tythes of Wool and Y
and all other Tythes of what nature kind or quality soever arising

renewing or increasing or which should or might thereafter arise renew or increase of in upon or out of the said Cattlegates and premisses and every or any part thereof and also of in and to all oblations and obventions of what nature kind or quality soever then due or to become due out of the said Cattlegates and premisses or any part thereof or by the Occupier or Occupiers thereof to the Rectory or Parsonage Impropriate of the Parish of Kirkby in Malhamdale aforesaid To hold the said Beastgates or Cattlegates tyths and all other the premisses therein mentioned with the Appurtenances in Two equal parts to be divided unto the said Christopher Preston and William Thompson their several Heirs and Assigns for ever as Tenants in common and not as Jointenants as by the said several in part recited Indenture of Assignment and Lease and Release Relation being thereunto respectively had may more fully appear And Whereas the said Richard ffoster hath contracted for and come to an Agreement with the said Christopher Preston for the absolute purchase of his full and whole Right Title and Interest of in and unto the said recited Beastgates or Cattlegates for the sum of fferty Eight pounds Now therefore this Indenture Witnesseth that the said Christopher Preston for and in consideration of the full and just sum of fferty eight pounds of lawful munny of Great Britain unto him in hand paid by the said Richard ffoster at or before the sealing and Delivery of these presents the reveipt whereof he the said Christopher Preston doth hereby acknowledge and thereof and of every part and parcel thereof doth fully and absolutely acquit Release and discharge the said Richard ffoster his heirs executors administrators and Assigns and every of them for ever by these presents and for diverse other good Causes and valuable Considerations hix the said Christopher Preston hereunto also moving Hath Granted Bargained Sold Assigned and Set over and by these presents and other fully freely and absolutely Grant Bargain Sell Assign and Set over unto the said Richard ffoster his executors Administrators and Assigns All that one Moiety or full half part in Two equal parts to be divided of all these said Eight Cattlegates or Beastgates or of the Herbage pasturage gate and ffeeding for Eight several full made Beasts to go graze feed lye and depasture in upon and throughout all that said stinted pasture in or belonging to Malham aforesaid call Malham Pikeday and also all that one moiety or full half part in Two equal parts to be divided of all these said ffour other Cattlegates or Beastgates or of the Herbage pasturage gate and feeding for ffour other several full made beasts to go graze feed lye and depasture in upon and throughout all that said other stinted pasture in or belonging to Malham aforesaid called Grydales and of the ground and soil to the said respectove Beastgates belonging together with all and singular ways paths passages waters watercourses watering places Moors Wastes Mosses Commons Common of pasture and Turbary rights Liber ys Easments abd appurtenances whatsoever thereunto belonging or in any wise appertaining or therewith now or commonly used Occupied or enjoyed or accepted reputed deemed taken or known to be as part parcel or member thereof or of any part or parcel thereof or incident appendant or appurtenant thereto And all the Estate Right Title Interest Term and Terms of years property Claim and Demand whatsoever both at Law and Equity of him the said Christopher Preston of in to or out of the same and every part thereof and also all Deeds Evidences and Writings touching or in any wise concerning the said premisses or any part thereof which are now in the power or Custody of him the said Christopher Preston or which he can come by without suit at Law To have and to hold the said Moiety or full half part in two equal parts to be divided of the said Twelve Beastgates or Cattlegates and of the ground and soil thereof and all and singular other the premisses herein before mentioned and intended to be hereby granted and Assigned with the Appurtenances unto the said Richard ffoster his Executors Administrators and Assigns from the day next before the date hereof for during and until all the rest residue and Remainder of the said Term of ffive Thousand years yet therein to come and unexpired And the said Christopher Preston for the considerations aforesaid Hath Demised Granted Bargained Sold Assigned and Set over and by these presents doth demise grant bargain sell assign and set over unto the said Richard ffoster his executors Administrators and Assigns All the said one moiety or full Half part (in Two equal parts to be divided) of all these the aforesaid Twelve Cattlefields or Beastgates and of the ground and soil belonging the same herein before mentioned with the

appurtences and also all and all manner of Tythes of Cern Grain and hay and of all Tythes of Wool and Lamb and of all other Tythes of what Naturl kin^d or Quality soever arising renewing or increasing of which shall or may hereafter arise renew increase of in upon or out of the said Cattlegates or Beastgates and premes and every other or any part thereof and also of all oblations and obventions of what natural kind or Quality soever dur or to become due out of the said Cattlegates or Beastgates and premisses or any part thereof or by the occupier or occupiers thereof to the Rectory or parsonage Impropriate of the Parish of Kirkby in Malhamdale aforesaid and all the Estate Right Title Interest property claim and demand whatsoever of him the said Christopher Preston of in to or out of the same and every or any part thereof To have and to hold the said Moiety or half part (in Two equal parts to be divided) of the said Twelve Cattlegates or Beastgates and of the Tythes Oblations and Obventions and other the premes herein before mentioned and intended to be hereby Demised and Granted with their and every of their appurtence unto the said Richard ffoster his Executors Administrators and Assigns from the day next before the day of the date hereoff for during and until the full end and term of Twelve Thousand Y ars from thenceforth next ensuing and fully to be compleat finished and ended And the said Christopher Preston hereby for himself his Heirs Executors and Administrators foth Covenant promise and agree to and with the said Richard ffoster his Executors Administrators and Assigns that it shall and may be lawful to and for the said Richard ffoster his Executors Administrators and Assigns peaceably and quietly to have hold and enjoy the said Moiety or half part (in Two equal parts to be divided) of the said Twelve Cattlegates or Beastgates and of the Ground and soil thereof for and during the Remainder of the said Term of ffive Thousand years yet therein to come and unexpired and also peaceably and quietly to have hold and enjoy the said Moiety or half part of the said Twelve Cattlegates or Beastgates and of the Ground and soil thereof and of the Tythes Oblations and Obventions herein before mentioned and to be demised and granted with the appurtences for and during the said Term of Twelve Thousand Years and to receive and take the Rents Issues and Profits thereof withou the Hindrance Molestation or Disturbance of him the said Christopher Preston his Heirs Executors Administrators or Assigns or any of them or again any other person or persons whatsoever (The rents and services to grow due to the Chief Lord or Lords of the fee or fees of the said premes only excepted and foreprised) And further also that he the said Christopher Preston his heirs Executors and Administrators and all and every other person and persons whatsoever having and lawfully claiming or which shall or may have or lawfully claim any legal or equitable estate or interest of in to or out of the said Moiety or half part of the said Cattlegates or Beastgates and of the Ground and soil thereof and of The Tythes Oblations and Obventions herein before mentioned and intended to be hereby granted with the appurtences (except as before excepted) shall and will at any time or times hereafter written within the space of Twenty one years now next ensuing upon the request and cost of the said Richard ffoster his Heirs Executors Administrators or Assigns Use make acknowledge loby sell suffer and execute or cause and procure to be done made acknowledge leyed sealed suffered and executed All and every such further and other lawful and reasonable Act and Acts thing and things Conveyances Assignments and other Assurances in the Law whatsoever Bee et or they by matter in fact or upon record for the further better and more perfect and absolute granting conveying Assigning and Assuring of the said Moiety or half Part (in two equal parts to be divided) of the said Twelve Cattlegates or Beastgates and of the ground and soil thereof and of the Tythes Oblations and Obventions herein before mentioned with the appurtences unto the said Richard ffoster his Executors Adminstres and Assigns for and during all the rest residue and remainder of the said several and respective Terms of ffive Thousand years and Twelve Thousand Years as shall be then therein or in any part thereof to come and unexpired as by the said Richard ffoster his Heirs Executors Administrators or Assigns or his or their Council learned in the Law shall be in that Behalf lawfully and reasonably advised tendered or required In Witness whereof the said Christopher Preston hereunte set his hand and seal the Day and Year first above written.