

26th April 1770.

WILLIAM ATKINSON & RICHARD REDMAYNE

TO

HENRY LUND.

Conveyance of Leasehold
and Freehold within
Malham.

THIS INDENTURE of Three parts made the Twenty sixth day of April in the Year of our Lord one Thousand Seven Hundred and Seventy and in the Tenth Year of the Reirn of His Majesty King George the Third BETWEEN Richard Redmayne of Stainforth under Bargh in the parish of Giggleswick in the County of York Gentleman of the first part William Atkinson of Malham in the parish of Kirkby in Malhamdale in the said County Yeoman of the second part and Henry Lund of Malham aforesaid Yeoman of the Third Part Whereas by Indenture bearing date on or about the Eleventh Day of November in the Thirty Ninth Year of the Reign of her late Majest Queen Elizabeth made between the Right Honourable George Earl of Cumberland of the one part and Roger Lawson then of Malham aforesaid Yeoman on the other part he the said Earl for the Consideration therein mentioned Did Demise Grant and to Farm Lett unto the said Roger Dawson his Executors and Assigns All that Messuage and Tenement and two Oxcgangs of Land with all and singular their Appurtenances Situate lying and being in Malham aforesaid and then in the Tenure and Occupation of the said Roger Lawson or his Assigns Together with all Houses Buildings Stables Gardens Orchards Lands Tenements Pastures Closes ffeeding Common of pasture and Turbary and other Hereditaments belonging to the same or therewith Occupied or enjoyed To Hold the same unto the said Roger Lawson his Executors and Assigns from the Date of the said Indenture until the full end and Term of ffive Thousand years then next following and fully to be compleat and ended under the yearly Rent of ffour shillings thereby reserved and payable unto the said Earl his Heirs or Assigns at Martinmas and Whitsuntide by equal portions and Where as the Interest of the said Term of ffive Thousand years Hereinafter recited as to the Tenements and premisses hereinbefore mentioned and intended to be hereby granted and assigned (being part of the said Two Oxcgangs of Land and premisses above recited and mentioned to be demised by the said Earl unto the said Roger Lawson) did by several mesne Assignments Letters of Administration Wills or otherwise come unto and was legaly vested in him the said William Atkinson his Executors Administrators and Assigns And Whereas by Indenture of Lease and Release bearing Date respectively on or about the Seventeenth and Eighteenth Days of May which were in the Year of Our Lord one thousand seven Hundred and Sixty ffour and made or mentioned to be made Between the said William Atkinson of the one part and the said Richard Redmayne of the other part It is by the said Indenture of Release Witnessed that the said William Atkinson for the Consideration of the Sum of One Thousand and Sixty pounds therein mentioned to have been to him in hand paid by the said Richard Redmayne Did Grant Bargain Sell Assign Transferr and Set over unto the said Richard Redmayne his Executors Administrators and Assigns (amongst other Tenements Hereditaments and premisses) All those lands Closes Inclosures parcels of Ground and premisses Situate lying and being within the Township of Malham aforesaid which are hereinafter particularly mentioned and intended to be hereby granted Assigned and Released To hold unto the said Richard Redmayne his Executors Administrators and Assigns for the remainder of the said Term of ffive Thousand Years therein then to come and unexpired And it is by the said Indenture of Release further Witnessed that the said William Atkinson for the Consideration aforesaid and also of the further sum of ffive Shillings t herein mentioned Did Grant Bargain Sell Alien Release abd Confirm unto the said Richard Redmayne (in his actual possession then being by virtue of the said Indenture of Lease) his Heirs and Assigns (amongst other premisses) all those the said Lands Closes Inclosures parcels of Ground and premisses herein before recited and mentioned to have been Assigned unto the said Richard Redmayne and which are hereinafter particularly mentioned and intended to be ~~mentioned~~ hereby granted Assigned and Released with the Appurtenances and also all and singular the Tithes of Corn Grain Hay Wool and Lamb and all other Tithes of what nature

kind or quality soever arising renewing or increasing or which should at any time or Times thereafter arise renew or increase off in upon or out of the said Lands Closes Inclosures parcels of Ground and premisses hereinafter particularly mentioned and intended to be hereby granted Assigned and Released or any part thereof or from the occupier or occupiers thereof to the Rectory or parsonage Impropriate of the parish of Kirkby in Malhamdale aforesaid To hold unto the said Richard Redmayne his Heirs and Assigns for ever Subject to a proviso or Condition therein contained for Redemption of the said premisses upon payment by the said William Atkinson his Heirs Executors Administrators or Assigns unto the said Richard Redmayne his Executors Administrators or Assigns of the said Sum of One Hundred and Sixty pounds with Interest for the same after the rate of ffour pounds and ffive shillings for One Hundred pounds for One Year at a certain day therein for that purpose mentioned and now long since past And Whereas by three several Instruments or Indorsments wrote and Indorsed on the back of the said in part recited Indenture of Release the said Lands Closes Inclosures parcels of Ground Tithes and premisses hereinafter particularly mentioned and intended to be hereby granted Assigned and Released are and were (amongst other premisses) Charged with and made a Security for payment to the said Richard Redmayne his Executors Administrators or Assigns of three several principle Sums of Eleven Pounds Nineteen Shillings and Tenpence Twenty Pounds and Twenty one pounds by him at different Times advanced and Lent to the said William Atkinson with Interest for the said Sums respectively after the rate of ffour pounds and ffive shillings for One Hundred pounds for one year as in and by the said several (hereinbefore in part recited Indenture and Indorsment relation thereto respectively being had doth and may at large more fully appear And whereas the said William Atkinson hath sometime since paid unto the said Richard Redmayne the Sum of One Hundred and Twenty pounds in part discharge of the principle Moneys and Interest due and owing unto him the said Richard Redmayne upon the said in part recited Indentures of Release and Indorsments thereon And Whereas upon an account this Day made up and stated by and Between the said Richard Redmayne and William Atkinson there appears now to remain due and owing to him the said Richard Redmayne upon the said in part recited Securities the sum of Ninety two pounds Nineteen Shillings and Ten pence and no more all Interest having been paid up and Discharged to this Time And Whereas the said Henry Lund hath lately contracted and agreed with the said William Atkinson for the absolute purchase of the said Lands Closes Inclosures parcels of Ground Tithes and premisses hereinafter particularly mentioned and intended to be hereby granted Assigned and released with their Appurtenances for and at the sum or price of Two Hundred and Nine pounds out of which it was agreed that the said Sum of Ninety two pounds Nineteen shillings and Ten pence so due and owing with the said Richard Redmayne on his said in part recited securities as aforesaid should be paid of and discharged And Whereas the said Richard Redmayne hath agreed to accept the said sum of Ninety Two pounds Nineteen shillings and Ten pence and to Reconvey and Assign the said premisses unto the said Henry Lund in such manner as hereinafter is mentioned Now This Indenture Witnesseth That in pursuance of the said recited Contract and Agreement and for and in Consideration of the said sum of Ninety Two pounds Nineteen Shillings and Ten pence of Lawful money of Great Britain (being in part of the said Sum of Two Hundred and Nine pounds the purchase money) to him the said Richard Redmayne in hand well and truly paid by the said Henry Lund at or before the sealing and Delivery of these presents (at the request and by the direction and appointment of the said William Atkinson Testified by his being made a party to and executing these presents) in full payment Discharge and Satisfaction of and for all principle Moneys and Interest now due and owing unto him the said Richard Redmayne on his said in part recited Securities and as well for the Consideration aforesaid as also for and in Consideration of the further sum of One Hundred and Sixteen pounds and Two pence of like lawful money (being the residue and in full of the said sum of Two Hundred and nine pounds the whole purchase money) to him the said William Atkinson in hand likewise well and truly paid by the said Henry Lund at or before the Ensealing and Delivery of these presents the payment and receipt of which said two several sums of Ninety two

pounds Nineteen shillings and Ten pence and One Hundred and Sixteen pounds Two Pence (making together the said Sum of Two Hundred and Nine pounds the whole purchase money) they the said Richard Redmayne and William Atkinson do hereby respectively acknowledge and thereof do hereby respectively Acquit release and for ever discharge the said Henry Lund his Heirs Executors Administrators and Assigns and every of them for ever by these presents he the said Richard Redmayne (at the Request and by the Direction and Appointment of the said William Atkinson Testified as aforesaid) Hath Bargained Sold Assigned Transferred and set over and by these presents Doth Bargain Sell Assign Transferr and set over and the said William Atkinson Hath Demised Granted Bargained Sold Assigned Transferred Set over Ratified and Confirmed and by these presents Doth Demise Grant Bargain Sell Assign Transferr Set over Ratfiye and Confarm unto the said Henry Lund his Executors Administrators and Assigns All that several Closes Inclosures pieces and parcels of Arable Meadow and pasture Ground herein after mentioned (that is to say) one Close called the Borrans with a Barn standing therein containing by Estimation Three Days work by the same more or less; one other Close called the Crown Flatts Containing by estimation ffive days work by the same more or less adjoining on the said Close called the Borrans and one other piece or parcel of Inclosed Ground called or known by then ame of the Night Park Nook with a scite of a Barn therein and also one full undivided Moiety or half part of the Trees Woods Underwoods and Brushwoods now standing growing and being or which shall or may at any Time or Times hereafter stand or grow in a parcel of ground in the Township of Malham aforesaid called Christopher Masons Gill with Liberty at all seasonable Times to cut down take and carry away the same or by what others Name or Names so ever the said several closes Inclosures and Parcels of ground or any of them commonly called distinguished or known all which said Lands Closes Inclosures parcels of Ground and premisses are situate lying and being within the Township of Malham aforesaid and are now in the possession of the said William Atkinson his Undertenant or Undertenants Together with all and singular Outhouses Edifices Barns Buildings Ways Wasts Wastgrounds paths passages Waters Watering places Watercourses Trees Woods Underwoods Marches Furzes Heaths Moors Mosses Commons and right of Common and Turbary Easements Rights Libertys profits privileges Advantages Emoulements Hereditaments and Appurtenances whatsoever to the said Lands Closes Inclosures parcels of Ground and premisses hereby or mentioned and intended to be hereby Granted and Assigned belonging or in anywise appertaining or which to and with the same now are or at any Time heretofore have been held used Occupied Accepted reputed deemed taken or known as part parcel or member thereof or again part thereof and the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and profits thereof and of every part thereof and all the Estate Right Title Interest Term and Terms for Years yet to come and Unexpired Trust property possession Equity of Redemption Claim and Demand whatsoever both at Law and in Equity of them the said Richard Redmayne and William Atkinson and of each or either of them into or out of the said Lands Closes Inclosures parcels of Ground and premisses hereinbefore mentioned and intended to be hereby Granted and Assigned and every or any part thereof with the Appurtenances and also all Deeds Evidences Writings Wills Escripts And Muniments whatsoever touching or in any way concerning the said premisses or any part thereof in the Power or Custody of the said Richard Redmayne and William Atkinson or either of them or which they or either of them can procure get or come by without suit at Law or in Equity and true Copies of all other Deeds Evidences Writings Wills Escripts and Muniments touching as in any wise concerning the said premisses or any part thereof jointly with any other Lands Tenements and Hereditaments such Copies to be made and written out at the proper Costs and Charges of the said Henry Lund his Heirs Executors Administrators or Assigns To have and to hold the said Lands Closes Inclosures Barns Parcels of Ground and all and singular other the Tenements Hereditaments and premisses hereby granted Demised and Assigned or mentioned and intended to be and every part and parcel thereof with their and every of their Rights privileges Members and appurtenances unto the said Henry Lund his Executors Administrators and Assigns from hence forth for and during all the rest residue and remainder of the said Term of ffive Thousand years yet to come and unexpired therein and untill the same be fully compleat finish

Supplement finished and ended without Impeachment of or for any manner
 of Waste and from and after the expiration thereof for and during
 all the rest residue and remainder of all such other Term and Terms
 of years and for such other Estate and Estates as they the said
 William Atkinson and Richard Redmayne or either of them have or hath
 to come therein Yielding and paying therefore Yearly and every Year
 during the remainder of the said Term unto the chief Lord or Lords
 of the fee or fees of the said premises the Yearly Rent of Two
 pence Three farthings at such Days and Times as have been usual and
 accustomed for payment thereof and also Yielding paying doing and
 performing all such other Rents Dues Duties Services and payments
 as of right usually have been and of right ought to be Yielded paid
 done and performed for and in respect of the said premises hereby
 Granted (if any such more there be) and this Indenture further
 Witnesseth that the said Richard Redmayne and William Atkinson for
 the Considerations aforesaid and also for and in Consideration of
 the further Sum of five shillings a piece of like Lawful money to
 each of them in hand well and truly paid by the said Henry Lund at
 or before the Ensealing and delivery of these presents the receipt
 whereof they the said Richard Redmayne and William Atkinson do Here
 -by also respectively acknowledge and for divers other good Cause
~~respectively acknowledge~~ and valuable considerations their unto
 especially moving he the said Richard Redmayne (at the request and
 by the Direction and Appointment of the said William Atkinson Testi-
 fied as aforesaid) hath Bargained Sold Alienated Released and Confir-
 med and by these premises Doth Bargain Sell Assign Alien Release
 and Confirm and the said William Atkinson hath Granted Bargained
 Sold Alienated Released Ratified and Confirmed and by these presents
 Doth Grant Bargain Sell Alien Release Ratifye and Confirm unto the
 said Henry Lund (in his actual possession now being by virtue of
 an Indenture of Bargain and Sale to him thereof made by the said
 Richard Redmayne and William Atkinson for one whole year in and
 by one Indenture being Date the Day next before the Day of the Date
 of these presents and by force of the Statute made for the Trans-
 ferring of Uses into possession) his Heirs and Assigns parcels of
 Ground and all and singular other the Tenements Hereditaments and
 premises above granted and assigned or mentioned and intended so
 to be and every part and parcel thereof with their and every of
 their Rights Priviledges Members and Appurtenances and also all
 and all manner of Tithes of Corn Grain Hay Wool and Lamb and all
 other Tithes of what nature kind or quality soever arising renewing
 or increasing or which shall at any time or Times hereafter arise
 renew or increase of in upon or out of the said Lands Closes In-
 closures parcels of Ground and premises and every or any part
 thereof and also all and all manner of Oblations and Obventions of
 what nature kind or quality so ever due out of the aforesaid pre-
 mises or any part thereof as from the Occupier or Occupiers there
 of to the Rectory or parsonage Impropriate of the parish of Kirkby
 in Malhamdale all aforesaid and the Reversion and Reversions Remain-
 -der and Remainders thereof and all the Estate Right Title Interest
 Trust Property Claim and Demand whatsoever both at Law and in Equity
 of them the said Richard Redmayne and William Atkinson and of each
 or either of them of into or out of the same or any part thereof
 To Have and to hold the said Lands Closes Inclosures parcels of
 Ground Tithes of Corn Grain Hay Wool and Lamb and all and singular
 other the Tenements Hereditaments and premises hereinbefore mention-
 -ed and intended to be hereby granted and Released and every part
 and parcel thereof with their and every of their Rights Priviledges
 Members and Appurtenances unto the said Henry Lund his Heirs and
 Assigns to and for the only proper Use and Beheoff of the said Henry
 Lund his Heirs and Assigns absolutely for ever and to and for no
 other Use Intent or purpose whatsoever And the said Richard Redmayne
 Doth hereby for himself his Heirs Executors and Administrators Coven-
 -ant promise and Agree to and with the said Henry Lund his Heirs
 Executors Administrators and Assigns That he the said Richard Red-
 mayne hath not at any Time heretofore done or committed or willingly
 or wittingly suffered to be done or committed and act Deeds Matter or
 Thing whatsoever whereby or by means whereof the said Lands Closes
 Inclosures parcels of Ground Tithes and premises hereby or mention-
 ed

mentioned and intended to be hereby Granted Assigned and Released or any part thereof are is shall or may be charged Impeached or Incumbered in Title Charge Estate or otherwise howsoever And the said William Atkinson Doth hereby for himself his Heirs Executors Administrators and Assigns Covenant promise and Agree to and with the said Henry Lund his Heirs Executors Administrators and Assigns and to and with every one of them by these presents in manner and form following (that is to say) that they the said Richard Redmayne and William Atkinson or one of them now are and Stand or one of them now is and standeth lawfully rightly and absolutely seized in their or one of their Demisne as of fee of and in the said ffreehold Tene ments Hereditaments Tiths and premisses hereinbefore mentioned and intended to be hereby granted and Released with their and every of their Appurtenances and that they the said Richard Redmayne and Will iam Atkinson now are or one of them now lawfully rightfully possessed of Interested in and well Intitled unto the said Leasehold Lands Closes Inclosures parcels of Ground and premisses hereinbefore men tioned and intended to be hereby Granted and Assigned and every part thereof with the Appurtenances for and during all the rest residue and remainder of the said Term of ffive thousand years yet to come and unexpired therein without Impeachment of Wast and without any manner of Condition Contingent provisoes power of Revocation Limitation of Uses or Use or any other matter restraint or Thing in any person whatsoever to alter change charge revoke or make void the same Estates Rights or Interests of them the said Richard Redmayne and William Atkinson or either of them in the said hereinbefore Released and As signed premisses respectively or in any part or parts thereof and also That they the said Richard Redmayne and William Atkinson or one of them now have or hath in themselves or himself good rightful power and lawful and absolute Authority to grant and Release the said Tene ments Hereditaments Tiths and premisses hereinbefore mentioned and intended to be hereby Granted and Assigned with their and every of their Appurtenances unto the said Henry Lund his Executors Administra tors and Assigns henceforward for and during all the rest residue and remainder of the said Term of ffive Thousand Years yet to come and unexpired therein without Impeachment of Wastes as aforesaid and accord ing to the purport true intent and meaning of these presents and ffurther That it shall and may be lawful to and for the said Henry Lund his Heirs Executors Administrators and Assigns and every of them respectively from Time to Time and at all Times hereafter peaceably and quietly to enter into have hold use occupy possess and enjoy all and singular the said Lands Closes Inclosures parcels of ground Tithes and premisses hereinbefore Granted Assigned and Released or mentioned and intended so to be and every part and parcel thereof with the ap purtenances and henceforward to receive and take the Rents Issues and profits thereof and of every part thereof to and for his and their own proper use and Benefit without the lawful Let Suit Trouble Hind rance Molestation Ejection or Disturbance of or by them the said Richard Redmayne and William Atkinson or either of them their or either of their Heirs Executors or Administrators or of or by any other per son or persons lawfully Claiming or to Claim any Estate Right Title Trust or Interest either at Law or in Equity of into or out of the same or any part thereof from by or under or in Trust for them or either of them or from by or under or in Trust for any other person or persons whomsoever And that ffree and clear and ffreely and clearly acquitted exonerated and Discharged or otherwise well and sufficiently saved defended kept harmless and Indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Lega cies Leases Wills Jointures Dowers and Titles of Dower (and particul arly from the Dower and Thirds and right and Title of Dower and Thirds of the said William Atkinson and from all Coast Charges Damages and expenses that may attend the same) Entails Mortgages Statutes Recogni ances Judgements Rents Charges Annuities and Insurances whatsoever heretofore had made done committed Occasioned or suffered or hereafter to be had made done committed occasioned or Suffered by the said Wil liam Atkinson his Heirs Executors and Administrators and all and every other person and persons as under or in Trust for him them or any of them or from by or under or in Trust for any other person or persons whomsoever (the said Yearly Rent hereinbefore mentioned to become due and payable unto the chief Lord or Lords of the fee or fees of the

said premisses being always excepted and foreprized) and more over that he the said William Atkinson his Heirs Executors and Administrators and all and every other person and persons now having or lawfully Claiming or who shall or may hereafter have or lawfully Claim any Estate Right Title Trust or Interest of into or out of the said Lands Closes Inclosures parcels of Ground Tiths and premisses hereby or mentioned and intended to be hereby Granted Assigned and Released or any part thereof by from or under or in Trust for him them or any of them or any of them or by from or under or in Trust for any other person or persons whomsoever shall and will from Time to Time and at all Times hereafter upon every reasonable request and at the proper Costs and Charges in the Law of the said Henry Lund his Heirs Executors Administrators or Assigns make do Levy execute Acknowledge and Suffer or cause and procure to be made done Levied executed Acknowledged and suffered all and every such further and other lawful and reasonable Acts Deeds and Things Devices Conveyances Assignments and Assurances in the Law whatsoever for the further better more perfect and absolute Granting Assigning Assuring and Conveying of all and singular the said Lands Closes Inclosures parcels of Ground Tithes and premisses hereinbefore mentioned and intended to be hereby Granted Assigned and Released or any of them or any part or parts thereof with their and every of their appurtenances unto the said Henry Lund his Heirs Executors Administrators and Assigns Be the same by Deed or Deeds fine or fines Common Recovery or Recoveries with single double or Treble voucher or vouchers or by any other ways or means whatsoever as by his or their Council learned in the Law shall be reasonably Devised advised or required all which said further Conveyances and Assurances so to be had and made and all and every other fine and fines Conveyances and Assurances heretofore or hereafter to be had made or Levied executed Acknowledged or suffered of the said Tenement hereditaments Tithes and premisses or any part thereof alone or jointly with any other Tenements by or between the said parties to these presents or whereunto they or any of them is are shall or may be a party or parties shall be and enure and shall be construed and taken to be and enure and is and are hereby declared to be and enure to the only proper use and Behooff of the said Henry Lund his Heirs Executors Administrators and Assigns respectively and to and for no other use Intent or purpose whatsoever In Witness whereof the said parties to these presents have hereunto Interchangeably Sat their Hands and Seals the Day and Year first above written.

RICHARD

REDMAYNE.

WILLIAM

ATKINSON.

His Mark.

Sealed and Delivered by the within named
Richards Redmayne and William Atkinson in
the presence of us..

WM .CARR.
JOHN PARKINSON.

Sworn.

Received the Day and Year just within written of and from the within
named Henry Lund the sum of Ninety two Pounds Nineteen Shillings and
Tenpence of Lawful Maney of Great Britain being in full for the Con-
sideration Money within Mentioned yo be by him paid to me.

Witness

WM.CARR
JOHN PARKINSON.

Richard Redmayne.

Received the Day and Year first within written of and from the within
named Henry Lund the sum of One Hundred and Sixteen pounds and Two
pence of Lawful Money of Great Britain (which with the Sum of Ninety
two Pounds Nineteen shillings and Tenpence within Mentioned to be by
him paid to the within named Richard Redmayne makes together the sum
of Two Hundred and Nine pounds) being in full for the Consideration
Money within mentioned to be by him paid to me As Witness my hand.

Witness

WM. CARR.
JOHN PARKINSON.

WILLIAM ATKINSON

His Mark.