

Spencer & Fisch



W. J. G. O. T. / 1985

DENNIS WELBOURN LTD. Law Stationers, FLEETWOOD & BRINDON

His Conveyance

is made the *Twentieth* day

of *June* One thousand Nine hundred and Eighty Five BETWEEN EDGAR BENSON WADSWORTH of Moseley House Rosehill Avenue Burnley in the County of Lancaster (hereinafter called "the Vendor") of the one part and PAUL DANIEL and ANN DANIEL both of Lyndhurst 333 Leeds Road Newton Hill Wakefield in the County of West Yorkshire (hereinafter called "the Purchasers") of the other part.

WHEREAS the Vendor is seised in unincumbered fee simple in possession of the property hereinafter described and intended to be hereby conveyed, and has agreed with the Purchasers for the sale to them of the said property for the like estate in fee simple in possession free from incumbrances at the price of £16,500 and it has been agreed that the said property shall be vested in the Purchasers as joint tenants in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

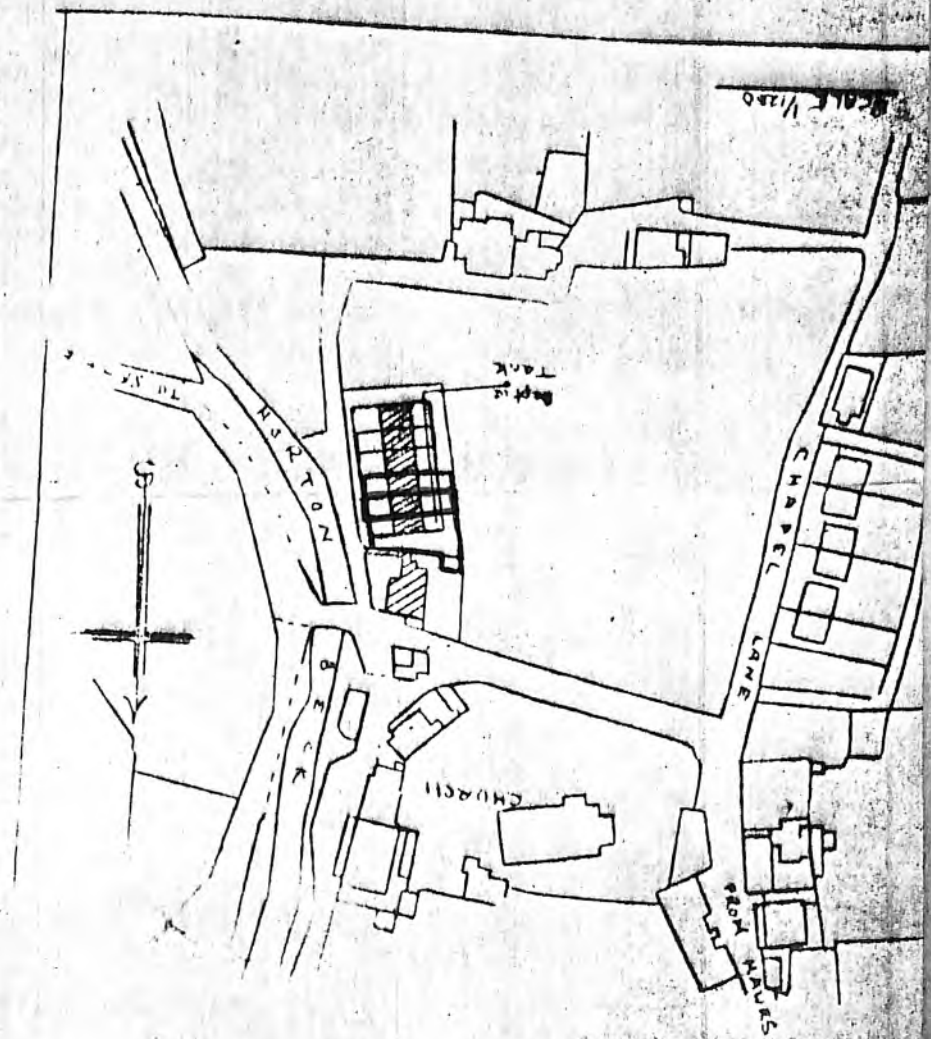
1. IN pursuance of the said agreement and in consideration of the sum of Sixteen thousand Five hundred POUNDS now paid the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT messuage or dwellinghouse and premises situate and known as No. 5 Overlands Horton-in-Ribblesdale in the County of North Yorkshire TOGETHER with the co-extensive portion of the land on the westerly and easterly sides of the said property hereby conveyed as shown on the plan hereto annexed and thereon edged with a red line TOGETHER with a right of way on foot for all lawful purposes along the remainder of the land on the westerly side of numbers 1 to 6 Overlands aforesaid inclusive and over the land on the southerly side of number 1 Overlands aforesaid AND TOGETHER WITH a right of way with or without vehicles at all times and for all purposes connected with the use of the property hereby conveyed (in common with the Vendor and all other persons entitled thereto) over the land on the northerly side of number 6 Overlands aforesaid and over the roadway on the easterly side of the said property leading to the main road and TOGETHER ALSO WITH all rights of water and drainage and supply of electricity as now exist and all necessary rights of access for the purpose of repairing inspecting and maintaining the pipes wires cables and drain covers and inspection chambers serving the property hereby conveyed situate on the adjoining properties now of the Vendor RESERVING unto the Vendor and his successors in Title Owner or Owners of number 4 and 6 Overlands aforesaid rights of water and drainage with all necessary rights of access for the purpose of repairing inspecting and maintaining the pipes and drains and inspection chambers serving the said properties jointly TO HOLD the same UNTO the Purchasers in fee simple as joint tenants SUBJECT NEVERTHELESS to and with the benefit of the covenant reservation and declaration mentioned contained or referred to in a Conveyance dated the 9th day of January 1974 and made between James Alderson Guy and Robert Jackson (1) and the Vendor (2) so far as the same are still subsisting and capable of taking effect and relate to and affect the property hereby conveyed.

2. The Purchasers with the object and intent of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby jointly and severally covenant with the Vendor that they the Purchasers and the persons deriving title under them will henceforth observe and perform the said covenant so far as aforesaid and will at all times hereafter indemnify and keep indemnified the Vendor and his estate and effects from and against the legal and equitable consequences of any future breach nonobservance or nonperformance thereof or of any of them so far as aforesaid.

3. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that all walls chimneystacks and fences separating the property hereby conveyed from the said adjoining properties are joint and partywalls chimneystacks and fences and the rights and liabilities in connection therewith shall be in accordance with the provisions of Section 38(1) of the Law of Property Act 1925 and that all troughing downspouts pipes and cables serving the property hereby conveyed and the said adjoining properties jointly shall be joint and party troughing downspouts pipes and cables and shall be repaired and maintained accordingly.

4. The Purchasers hereby declare as follows:-

- (a) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other moneys applicable as capital



and the net rents and profits thereof until sale upon trust for themselves as joint tenants.

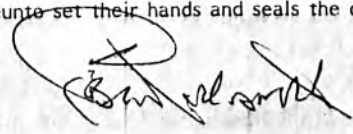
(b) Until the expiration of twenty one years from the death of the survivor of the Purchasers the trustees for the time being of this deed shall have full power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner.

5. The Vendor hereby acknowledges the right of the Purchasers to production and delivery of copies of the said Conveyance dated the 9th day of January 1974 the possession whereof is retained by the Vendor and hereby undertakes with the Purchasers for the safe custody thereof.

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds.

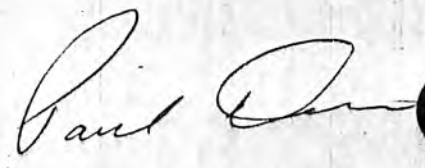
IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED and DELIVERED by the said)
EDGAR BENSON WADSWORTH in the presence)
of)



John A. Leach
Solicitor
Bunbury

SIGNED SEALED and DELIVERED by the said)
PAUL DANIEL in the presence of)



John A. Leach
Solicitor
Leeds

SIGNED SEALED and DELIVERED by the said)
ANN DANIEL in the presence of)

A. Daniel.

John A. Leach

Dated 20th June 1985

EDGAR BENSON WADSWORTH

to

PAUL DANIEL

and

ANN DANIEL

Conveyance

of

freehold messuage or dwellinghouse
known as

No. 5 Overlands
Horton-in-Ribblesdale
in the County of
North Yorkshire

IF 583579

[Printed by authority of the Registrar General.]

CERTIFIED COPY of an
Pursuant to the Births and



ENTRY OF DEATH
Deaths Registration Act, 1953

D. Cert.
R.B.D.

The statutory fee for this certificate is ^{5.0.} 3s. 9d.
Where a search is necessary to find the entry,
a search fee is payable in addition.

Registration District NORTHALLERTON									
1969. Death in the Sub-district of NORTHALLERTON		in the			COUNTY OF YORK				
Columns:—	1	2	3	4	5	6	7	8	9
No.	When and where died	Name and surname	Sex	Age	Occupation	Cause of death	Signature, description, and residence of informant	When registered	Signature of registrar
464	Thirty first January 1969 Garage Hospital. Northallerton	Jane Guy	Female	69 years.	of 3. Overlands Horton in Ribblestale Settle. Yorks. Widow of John James Guy. Farmer (Retired).	(a) Cerebral Thrombosis (b) Parkinsonism (c) Arteriosclerosis. Certified by P. M. Ali. M.B.	E. M. Bartram. Niece. 1. Howden Road. Romandy. Northallerton.	First February 1969.	Joan B. Scott. Registrar.

I, Joan B. Scott, Registrar of Births and Deaths for the Sub-district of **NORTHALLERTON**, in the **COUNTY OF YORK**
do hereby certify that this is a true copy of Entry No. 464 in the Register Book of Deaths for the said Sub-district, and that such Register
Book is now legally in my custody.

WITNESS MY HAND this 4th day of February, 1969. Joan B. Scott

CAUTION.—Any person who (1) falsifies any of the particulars on this certificate, or
(2) uses a falsified certificate as true, knowing it to be false, is liable to prosecution.

Registrar of Births and Deaths.

444/073/003

Application Number *cas. 996427/85*



CAUTION:—It is an offence to falsify a certificate or to make or knowingly use a false certificate or a copy of a false certificate intending it to be accepted as genuine to the prejudice of any person or to possess a certificate knowing it to be false without lawful authority.

GDx 054340

(B)

CERTIFIED COPY

OF AN ENTRY

DEATH		Entry No. 163
Registration district	STAINCLIFFE	
Sub-district	BARNOLDSWICK	Administrative area County of York (WR)
1. Date and place of death Fourth September, 1970. 249, Colne Road, Sough, Earby.		
2. Name and surname NATHAN GUY		3. Sex Male
		4. Maiden surname of woman who has married _____
5. Date and place of birth 4th November, 1890. Coverdale, Yorkshire.		
6. Occupation and usual address Farmer - Retired 249, Colne Road, Sough, Earby.		
7 (a) Name and surname of informant Mary Guy		(b) Qualification Daughter-in-law in attendance.
(c) Usual address Snay Gate Farm, Colne.		
8. Cause of death I. (a). Cerebral Haemorrhage. (b). Cerebral Arteriosclerosis. Certified by G.P. Love, M.B.		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief		M. Guy Signature of informant
10. Date of registration Seventh September, 1970.	11. Signature of registrar Keith E. McCann. Registrar.	

Dd8349766 7M 5/84 MCr (303893)

Form A504AX

CERTIFIED to be a true copy of an entry in the certified copy of a register of Deaths in the District above mentioned. Given at the GENERAL REGISTER OFFICE, LONDON, under the Seal of the said Office on *17 June 1985*

This certificate is issued in pursuance of the Births and Deaths Registration Act 1953. Section 34 provides that any certified copy of an entry purporting to be sealed or stamped with the seal of the General Register Office shall be received as evidence of the birth or death to which it relates without any further or other proof of the entry, and no certified copy purporting to have been given in the said Office shall be of any force or effect unless it is sealed or stamped as aforesaid.



PT

LHG 073/004

PLAN OF THE TOWN OF HORTON-IN-SPENCER

AT HORTON-IN-SPENCER



ORDNANCE SCALE 1/1000

9

THIS CONVEYANCE is made the 14th day of November 1967
B E T W E E N JANE GUY of 1 Overlands Horton-in-Ribblesdale near
Settle in the West Riding of the County of York Widow NATHAN
GUY of Park Lyn Sough Earby in the said West Riding Farmer
JAMES ALDERSON GUY of Moor Hall Farm Earby aforesaid Farmer
and ROBERT JACKSON of Dark Shyll Horton-in-Ribblesdale aforesaid
Farmer (hereinafter called "the Vendors") of the one part and
NORMAN EASTWOOD of Number 3 Overlands Horton-in-Ribblesdale
aforesaid Builder (hereinafter called "the Purchaser") of the
other part

W H E R E A S:-

- (1) John James Guy late of 1 Overlands Horton-in-Ribblesdale aforesaid Retired Farmer (hereinafter called "the Testator") died on the 29th day of June 1959 having by his Will dated the 27th day of March 1945 appointed the Vendors to be the Executors and Trustees thereof and his said Will was proved on the 10th day of August 1959 in the District Probate Registry at Wakefield by the Vendors
- (2) The Testator was at his death seised (inter alia) of the property hereby conveyed for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (3) The Vendors as the personal representatives of the Testator have agreed with the Purchaser for the sale to him for the sum of £975 of the fee simple of the property hereby conveyed subject as hereinafter mentioned but otherwise free from incumbrances
- (4) The Vendors have not given or made any assent or conveyance in respect of a legal estate in or affecting the said property or any part thereof

NOW THIS DEED W I T N E S S E T H as follows:-

1. In pursuance of the said agreement and in consideration of the sum of £975 paid by the Purchaser to the Vendors (the

receipt of which sum the Vendors hereby acknowledge) the Vendors as personal representatives of the Testator hereby convey unto the Purchaser ALL THAT dwellinghouse and premises situate and being Number 1 Overlands Horton-in-Ribblesdale in the West Riding of the County of York TOGETHER WITH the lane situate on the south side of the said property and the co-extensive portion of the lane on the westerly side of the said property ALL WHICH said premises are for the purpose of identification only and not further or otherwise more particularly delineated on the plan annexed hereto and thereon edged red TOGETHER WITH a right of way on foot for all lawful purposes along the remainder of the lane on the westerly side of the said property and a right of way with or without vehicles at all times and for all purposes connected with the use of the property (in common with the Vendors and all other persons entitled thereto) over the roadway on the Easterly side of the said property TOGETHER WITH all rights of water and drainage as now existing RESERVING NEVERTHELESS rights of way for the Vendors and their successors in title the owners and occupiers of the adjoining dwellinghouse Numbers 2 to 6 inclusive Overlands aforesaid over the roads or lanes on the westerly and southerly sides of the property hereby conveyed similar to the rights hereby granted to the Purchaser AND RESERVING ALSO all rights of water and drainage for the Vendors and their successors in title the owners and occupiers of Number 2 to 6 inclusive Overlands aforesaid with all necessary rights of access for the purpose of repairing inspecting and maintaining the pipes and drains and inspection Chambers serving the said properties jointly TO HOLD the same unto the Purchaser in fee simple SUBJECT to the covenants contained in a Conveyance dated the 3rd day of July 1934 made between Robert Swinbank of the one part and the Testator of the other part to maintain the wall or fence on the southerly side of the lane adjoining the said property

and the co-extensive portion of the lane on the west side of the said property

2. The Purchaser hereby covenants with the Vendors but by way of indemnity only and only in so far as the said covenant is still subsisting and capable of taking effect and affects the property hereby conveyed that he will at all times hereafter duly perform and observe the said covenant and will keep the Vendors and their respective Estates and effects and the Estate and effects of the Testator effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenant so far as aforesaid

3. It is hereby agreed and declared that all walls chimney stacks and fences separating the property hereby conveyed from the adjoining property are joint and party walls chimney stacks and fences and the rights and liabilities in connection therewith are in accordance with the provisions of Section 38 (1) of the Law of Property Act 1925 and that all troughing downspouts pipes and cables serving the said properties jointly are joint and party troughing downspouts pipes and cables and shall be repaired and maintained accordingly

4. The Vendors hereby acknowledge the right of the Purchaser to the production of the documents mentioned in the Schedule hereto (the possession of which is retained by the Vendors) and to delivery of copies thereof

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £5,500

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

THE SCHEDULE ABOVE REFERRED TO

3rd July 1934

THE hereinbefore mentioned Conveyance of this date.

DATED 14th November, 1967.

THE PERSONAL REPRESENTATIVES
OF JOHN JAMES GUY, DECEASED.

- to -

NORMAN EASTWOOD, ESQ.

Draft/

C O N V E Y A N C E

of a messuage or dwellinghouse
and premises situate and being
Number 1 Overlands Horton-in-
Ribblesdale in the West Riding
of the County of York.

---oOo---

CHARLESWORTH & CO.,
SETTLE.

COPY CONVEYANCES OF
SALES OF ADJOINING PROPERTIES

ORANGE SCALE 1/2500



4441072/005

8

THIS CONVEYANCE is made the Fourteenth day of November 1967
BETWEEN JANE GUY of 1 Overlands Horton-in-Ribblesdale near Settle
in the West Riding of the County of York Widow NATHAN GUY of
Parklyn Sough Earby in the said West Riding Farmer JAMES ALDERSON
GUY of Moor Hall Farm Earby aforesaid Farmer and ROBERT JACKSON
of Douk Ghyll Horton-in-Ribblesdale aforesaid Farmer (hereinafter
called "the Vendors") of the one part and DEREK SHORT of Number
2, Overlands, Horton-in-Ribblesdale aforesaid Lorry Driver and
IRENE SHORT His Wife (hereinafter called "the Purchasers") of the
other part.

W H E R E A S :-

(1) John James Guy late of 1, Overlands Horton-in-Ribblesdale
aforesaid Retired Farmer (hereinafter called "the Testator") died
on the 29th day of June 1959 having by his Will dated the 27th day
of March 1945 appointed the Vendors to be the Executors and Trustees
thereof and his said Will was proved on the 10th day of August 1959
in the District Probate Registry at Wakefield by the Vendors.

(2) The Testator was at his death seised (inter alia) of
the property hereby conveyed for an estate in fee simple in
possession subject as hereinafter mentioned but otherwise free
from incumbrances.

(3) The Vendors as the personal representatives of the
Testator have agreed with the Purchasers for the sale to them for
the sum of £800. of the fee simple of the property hereby conveyed
subject as hereinafter mentioned but otherwise free from incumbrances
and it has been agreed that the property shall be vested in the
Purchasers in manner hereinafter appearing.

(4) The Vendors have not given or made any assent or conveyance
in respect of a legal estate in or affecting the said property or
any part thereof.

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the
sum of £800. paid by the Purchasers to the Vendors (the receipt whereof

the Vendors hereby acknowledge) the Vendors as Personal Representatives of the Testator hereby convey unto the Purchasers ALL THAT dwellinghouse and premises situate and being Number 2, Overlands Horton-in-Ribblesdale in the West Riding of the County of York TOGETHER WITH the portion of the lane to the westerly side of the property as is co-extensive therewith ALL WHICH said property and premises are for the purpose of identification only and not further or otherwise more particularly delineated on the plan annexed hereto and thereon edged red TOGETHER WITH a right of way (in common with the Vendors and all other persons entitled thereto) on foot for all lawful purposes along the remainder or the lane on the westerly and southerly sides of the said property and a right of way with or without vehicles at all times and for all purposes connected with the use of the property (in common with the Vendors and all other persons entitled thereto) over the roadway on the easterly side of the said property TOGETHER WITH all rights of water and drainage as now existing RESERVING NEVERTHELESS rights of way for the Vendors and their successors in title the owners and occupiers of the adjoining dwellinghouses Numbers 1 and 3 to 6 inclusive Overlands aforesaid over the roads or lanes on the westerly and southerly sides of the property hereby conveyed similar to the rights hereby granted to the Purchasers AND RESERVING ALSO all rights of water and drainage for the Vendors and their successors in title the owners and occupiers of Numbers 1 and 3 to 6 inclusive Overlands aforesaid with all necessary rights of access for the purpose of repairing inspecting and maintaining the pipes and drains and inspection chambers serving the said properties jointly TO HOLD the same unto the Purchasers in fee simple SUBJECT TO the covenants contained in a Conveyance dated the 3rd day of July 1934 made between Robert Swinbank of the one part and the Testator of the other part to maintain the wall or fence on the westerly side of the lane adjoining the said property so far as the same is co-extensive therewith.

2. The Purchasers hereby declare as follows:-

(a) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants.

(b) Until the expiration of twenty-one years from the death of the survivor of the Purchasers the trustees for the time being of this deed shall have power to sell mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner.

3. The Purchasers hereby covenant with the Vendors but by way of indemnity only and only in so far as the said covenant is still subsisting and capable of taking effect and affects the property hereby conveyed they they will at all times hereafter duly perform and observe the said covenant and will keep the Vendors and their respective Estates and effects and the Estate and effects of the Testator effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenant so far as aforesaid.

4. It is hereby agreed and declared that all walls chimney stacks and fences separating the property hereby conveyed from the adjoining properties are joint and party walls chimneys stacks and fences and the rights and liabilities in connection therewith are in accordance with the provisions of Section 38 (1) of the Law of Property Act 1925 and that all troughing downspouts pipes and cables serving the said properties jointly are joint and party troughing downspouts pipes and cables and shall be repaired and maintained accordingly.

5. The Vendors hereby acknowledge the right of the Purchasers to the production of the documents mentioned in the Schedule hereto (the possession of which is retained by the Vendors) and to delivery of copies thereof.

6. It is hereby certified that the transaction hereby effected does form part of a larger transaction or of a series of transactions in

respect of which the amount or value or the aggregate amount or value of the consideration exceeds £5,500.

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

THE SCHEDULE ABOVE REFERRED TO

3rd July 1934 THE hereinbefore mentioned Conveyance of this
date.

10th August 1959 THE hereinbefore recited Probate of the said
Will of the Testator.

SIGNED SEALED AND DELIVERED by the)
said Jane Guy in the presence of:-)

SIGNED SEALED AND DELIVERED by the)
said Nathan Guy in the presence of:)

SIGNED SEALED AND DELIVERED by the)
said James Alderson Guy in the)
presence of:-)

SIGNED SEALED AND DELIVERED by the)
said Robert Jackson in the presence)
of:-)

SIGNED SEALED AND DELIVERED by the)
said Derek Short and Irene Short)
in the presence of:-)

Dated 14th November 1967.

MRS. JANE GUY: MR. NATHAN GUY:

MR. J.A. GUY: AND MR. ROBERT JACKSON

(The personal representatives of
John James Guy)

-to-

MR. & MRS. DEREK SHORT

Draft/

C O N V E Y A N C E

of freehold property known as Number
2, Overlands, Horton-in-Ribblesdale
near Settle in the West Riding of the
County of York.

CHARLESWORTH & CO.,
SETTLE.



LH0073/006

(7)

1959

ABSTRACT of the TITLE
of

The Personal Representatives of
John James Guy deceased to a row
of cottages and building land at
Horton in Ribblesdale in the West
Riding of the County of York.

CHARLESWORTH & CO.,

SETTLE.

ABSTRACT of the TITLE
of

the Personal Representatives of John James Guy
deceased relating to a row of cottages known as
1 to 6 Overlands and building land at Horton in
Ribblesdale in the West Riding of the County of
York.

27th March 1945 ✓ By his Will of this date John James Guy therein described as of Number 1 Overlands Horton in Ribblesdale in the West Riding of the County of York Retired Farmer after revoking all former Wills appointed his Wife Jane Guy his Brother Nathan Guy and his Nephew James Alderson Guy and Robert Jackson Executors and Trustees thereof

EXECUTED and attested

29th June 1959 ✓ The sd J.J. Guy died on this date without having revoked or altered his sd Will as above (in part) abstracted

10th August 1959 ✓ The sd Will of the sd J.J. Guy was on this date proved in the District Probate Registry at Wakefield by the sd Jane Guy, Nathan Guy, James Alderson Guy and Robert Jackson the Executors therein named

14th August 1959 ✓ The sd Probate of the sd Will of the sd J.J. Guy was on this date registered in the West Riding Registry of Deeds at Wakefield in Vol. 167 ~~No.~~ Page 613 No. 290

Original Probate
produced and examined
H. H. H. H. H.
Settled.
31.8.59

H49073/007

(5)

DATED July 3rd 1934.

MR. ROBERT SWINBANK

— to —

MR. J. J. GUY,

C O N V E Y A N C E

of Two plots of land situate at Horton-
in-Ribblesdale in the West Riding of the
County of York.

(3)

CHARLES WORTH & CO.,

SETTL



P. S.



pro
M

His C O N V E Y A N C E is made the *third* day of *July* One thousand nine hundred and thirty four B E T W E E N ROBERT SWINBANK formerly of The Harbour Horton-in-Ribblesdale in the West Riding of the County of York but now of Beecroft Hall Horton-in-Ribblesdale aforesaid Farmer (hereinafter called " the Vendor") of the one part and JOHN JAMES GUY of No. 2. Penyghent View Horton-in-Ribblesdale aforesaid Retired Farmer (hereinafter called "the Purchaser") of the other part W H E R E A S by a Conveyance dated the second day of November One thousand nine hundred and twenty one and made between Hartley Baldwin and Amos Duerden of the first part The Manchester and County Bank Limited of the second part the said Hartley Baldwin and Henry Haddon Wheeler of the third part E. & J. Crabtree Limited of the fourth part The Blackburn Brewery Company Limited of the fifth part and the Vendor of the sixth part the property hereinafter described and expressed to be hereby assured was with other property conveyed unto and to the use of the Vendor his heirs and assigns in fee simple AND WHEREAS the Vendor has agreed with the Purchaser to sell the said property hereinafter described to him in fee simple in possession free from incumbrances for the sum of One hundred and six pounds eighteen shillings.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of ONE HUNDRED AND SIX POUNDS EIGHTEEN SHILLINGS to the Vendor now paid by the Purchaser (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys to the Purchaser FIRST ALL THAT plot of land containing an area of One thousand two hundred and eighty two square yards or thereabouts situate on the westerly side of the Horton Beck Lane Horton-in-Ribblesdale aforesaid and having a frontage thereto of one hundred and ^{six inches} twenty two feet/or thereabouts and extending in depth backwards a distance of ninety four feet eight inches or thereabouts and bounded on the south and west by other property of the Vendor on the north partly by the property secondly herein described and partly by property belonging to Miss E. Heselden and on the east by the said Horton Beck Lane as the same is for purposes of indentification only more particularly delineated on the plan drawn hereon and thereon coloured pink AND SECONDLY ALL THAT plot of land adjoining the plot first heretofore described and having a frontage to the Main Road there of thirty two feet and eight inches or thereabouts and containing an area of two hundred and fifteen square yards or thereabouts all which said plot of land secondly heretofore described is for purposes of identification only more particularly delineated on the said plan and thereon coloured green all

which said plots of land First and Secondly heretofore described were formerly part of a field or close of land numbered 463 on the Ordnance Survey Map for the Township of Horton-in-Ribblesdale aforesaid and containing according thereto an area of two point two four seven acres or thereabouts and which said plots are now in the occupation of the Purchaser TO HOLD the property expressed to be hereby assured UNTO the Purchaser in fee simple.

2. THE PURCHASER hereby covenants with the Vendor and his successors in title that he the Purchaser and his successors in title will forthwith erect and for ever hereafter maintain to the satisfaction of the Vendor or his successors in title a good and sufficient stone wall of not less than five feet six inches in height separating the two plots of land hereby conveyed from the adjoining property of the Vendor on the westerly and southerly sides thereof.

3. THE VENDOR hereby acknowledges the right of the Purchaser to production of the hereinbefore recited Indenture dated the second day of November One thousand nine hundred and twenty one (the possession of which is retained by him) and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

4. IT IS HEREBY DECLARED AND CERTIFIED by the parties hereto that the transaction effected by these presents does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five Hundred Pounds.

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

SIGNED SEALED AND DELIVERED by the said)

Robert Swinbank in the presence of:-)

Robert Swinbank

H. Gore Graham
Sols.

Messrs. Charlemouth & Co
Solicitors,
Settle.

SIGNED SEALED AND DELIVERED by the said)

John James Guy in the presence of:-)

John James Guy

H. Gore Graham

Registered at the West Riding Registry of
Deeds at Wakefield the Twelfth of July 1934
at 10.0 a.m. in Volume 102 Page 1019
Number 336

W. D. Harrington Registrar

(+)

LHC9073/008

(1)

1 9 3 4.

A B S T R A C T O F T H E T I T L E

of

ROBERT SWINBANK to a freehold Close of
Land situate at Horton-in-Ribblesdale
in the West Riding of the County of York.

CHARLESWORTH & CO.,

Settle.

A B S T R A C T O F T H E T I T L E

----- of -----

ROBERT SWINBANK of Beecroft Hall, Horton-in-Ribblesdale in the West Riding of the County of York Farmer to a freehold close of land situate at Horton aforesaid.

2nd. November 1921. BY INDENTURE of this date made between Hartley Baldwin therein described as of Winkley Hall Clitheroe in the County of Lancaster Gentleman and Amos Duerden of Clitheroe afsd Auctioneer (thereafter called "The Mortgagees") of the 1st. part The Manchester and County Bank Ltd whose registered Office was at 55 King Street in the City of Manchester (thereafter called "the Bank") of the 2nd. part the said Hartley Baldwin and Henry Haddon Wheeler of the Manchester and County Bank Clitheroe afsd Bank Manager (thereafter called "the Trustees") of the 3rd. part E & J. Crabtree Ltd whose regd Office was at Victoria Brewery Clitheroe afsd (thereafter called "the Company") of the 4th. part The Blackburn Brewery Co. Ltd., whose registered Office was at Larkhill Street in Blackburn in the said County of Lancaster (thereafter called "the Vendors") of the 5th. part and Robert Swinbank of Harbour Horton in the West Riding of the County of York Farmer (thereafter called "the Purchaser") of the 6th. part

Stamp £1.
I.R. Particulars
Delivered 27/11/22.

RECITING by an Indenture of Mortgage bearing date the 26th. day of April 1894 and made between Hargreaves Tillotson of the one part and George Kenneth Charlesworth and Richard Cooper of the other part (inter alia) the premises thereafter described and intended to be thereby granted and conveyed were granted and conveyed unto and to the use of the sd George Kenneth Charlesworth and Richard Cooper in fee simple by way of Mortgage for securing payment of the principal sum of Seven Hundred and fifty pounds with interest thereon as therein mentioned subject to a proviso for redemption of the same premises on payment to them of the sd sum of £750. and interest on a day then past

AND RECITING by an Indenture of Conveyance bearing date the fifteenth day of February 1904 and made between the said Hargreaves Tillotson of the one part and the Company of the other part for the consideration therein mentioned the said premises were with other premises conveyed by the said Hargreaves Tillotson unto and to the use of the Company in fee simple subject to the lastly recited Indenture of Mortgage and to the principal monies and interest thereby secured

AND RECITING by an Indenture of Mortgage bearing even date with the lastly recited Indenture and made between the Company of the one part and the said Hargreaves Tillotson of the other part in consideration of the sum of £15,000 then advanced by the said Hargreaves Tillotson to the Company the sd premises were (with other hereditaments) granted and conveyed by the Company unto and to the use of the said Hargreaves Tillotson by way of Mortgage subject to the thereinbefore recited Indenture of Mortgage and subject also to a proviso for redemption for the same premises on payment to the said Hargreaves Tillotson of the sd sum of £15,000 and interest on a day then past

AND RECITING by a Debenture Trust Deed bearing date the 17th. February 1904 and made between the Company of the one part and Arthur Henry Denham and the said Hartley Baldwin (thereafter called "the Trustees") of the other part for the consideration therein mentioned the Company as Beneficial Owners thereby conveyed unto and to the use of the Trustees (inter alia) the sd premises subject to all prior encumbrances thereon in fee simple upon the trusts and subject to the powers and provisions thereafter declared including a power upon the application and at the cost of the Company to sell or concur in selling the said hereditaments

AND RECITING the said Hargreaves Tillotson duly made and executed his Will dated the 13th. day of August 1913 whereby he appointed his Wife Esther Tillotson and George Henry Taylor (therein called George Taylor) Executors and Trustees thereof

AND RECITING the said Hargreaves Tillotson died on the 2nd. day of December 1915 and his sd Will was proved by both the said Exors in the Principal Probate Registry on the 3rd. day of March 1916

AND RECITING by an Indenture dated the 14th. day of August 1918 and made between the sd Hartley Baldwin of the