

Signed, sealed and delivered by the within named Alice Otter
in the presence of

Geor. Nicholason Esq
Walter

Agreed, sealed and delivered by the within named Christopher Otter in
the presence of

Henry Esq
John Esq

Received the day and year first within written of and
the within named Christopher Otter the sum of five thousand
five hundred and fifty pounds Sterling, being the consideration
money within expressed to be paid by him to me. As witness my hand.

£5550.

Witness

Alice Otter

Geor. Nicholason

A Memorial was registered at Wakefield the
twenty-first of July 1860 at ten in the
forenoon in Book WA Page 253 Number 266

John Esq
Henry Esq

Dated 5th December 1854

Miss Alice Otter

to

Christopher Otter Esq

Conveyance of an Estate called Newland Estate and
Lands at Forster in Ribblesdale, Com: Clons.

This Indenture

made the fifth day of December in the year of our Lord one thousand eight hundred and fifty nine Between Alice Otter of both your
County in the County of York, spinster, of the one part and Christopher Otter of Elm House in the Parish of Worsley in the said
County of York Esquire of the other part Whereas by a certain Indenture of Mortgage bearing date on or about the seventh day of
July one thousand eight hundred and fifty six and made or expressed to be made between William Foster therein described of the one part and
John Laker Beckitt and Richard Beckitt therein severally and respectively described of the other part the hereditaments and premises

hereinafter described and which are hereby intended to be granted and conveyed were (along with other hereditaments and premises) granted and conveyed unto and to the use of the said John Laker
Beckitt and Richard Beckitt their heirs and assigns forever, subject nevertheless as to the hereditaments and premises therein first described to a certain annuity or annual sum of Forty pounds granted
by the Will of James Foster the father of the said William Foster in favour of his wife Ann Foster for her life and subject to a proviso or condition for redemption and reconveyance or payment by the said William
Foster his heirs executors administrators or assigns unto the said John Laker Beckitt and Richard Beckitt their executors administrators or assigns unto the said John Laker Beckitt and Richard Beckitt
in such and the rate and at the time and in manner therein mentioned but in payment whereof default was made and it is by the said heretofore recited Indenture declared that if default should be made in
the payment of the said principal sum of six thousand and five hundred pounds and interest therein secured or any part of the same it should be lawful for the said John Laker Beckitt and Richard Beckitt or the
survivors of them his executors or administrators or their assigns at any time thereafter either with or without any further consent or concurrence of the said William Foster his heirs executors administrators
or assigns to sell the said hereditaments and premises by private contract and that the receipt of the said John Laker Beckitt and Richard Beckitt or the survivors of them his executors or
assigns for the purchase money of the same should be a conclusive discharge to every person paying the same and should release the same
person from all obligation of said to the application of such receipt and from all liability by reason of the loss misapplication or nonapplication thereof and that every sale contract and assurance which should be
made and executed by or by direction of the said John Laker Beckitt and Richard Beckitt or the survivors of them his executors or administrators or their assigns should be binding and conclusive on the said William Foster his heirs executors administrators and assigns and that no purchaser under the said proviso should be obliged to enquire
whether default should have been made in payment of the said principal sum of six thousand and five hundred pounds and interest therein secured or whether such notice of sale as was therein mentioned
had been given but on the contrary the production of the now recited Indenture by the said John Laker Beckitt and Richard Beckitt or the survivors of them his executors or administrators or their assigns to any
purchaser after the time therein appointed for payment of the said principal sum of six thousand and five hundred pounds without any receipt of the said John Laker Beckitt and Richard Beckitt or the survivors of
them his executors administrators or their assigns for the same and all interest which should have accrued due on the same indenture should in favour of such purchaser his heirs executors
administrators and assigns be conclusive evidence of such default in payment as aforesaid and of the existing right of exercising the said preceding power.

And whereas by another certain Indenture
bearing date on or about the twelfth day of December one thousand eight hundred and fifty seven and made between the said William Foster of the one part and George Pearson Nicholson therein described of the
other part the said hereditaments and premises hereinafter described and which are intended to be hereby granted and conveyed were (along with other hereditaments and premises) granted and conveyed unto and to the use
of the said George Pearson Nicholson his heirs and assigns forever, subject nevertheless as to the hereditaments and premises therein first described to a certain annuity of Forty pounds granted by the Will of the said James
Foster as aforesaid) and subject to a proviso or condition for redemption and reconveyance or payment by the said William Foster his heirs executors administrators or assigns unto the said George Pearson Nicholson his
executors administrators or assigns of the sum of One thousand pounds with interest for the same at the rate of Five pounds per centum per annum at the time and in manner therein mentioned but in payment whereof
default was made and it is by the said recited Indenture declared that if default should be made in payment of the said sum of One thousand pounds and interest therein secured it should be lawful for the said
George Pearson Nicholson his executors administrators or assigns at any time or times thereafter without any further consent or concurrence and notwithstanding the dissent of the said William Foster his heirs executors
administrators or assigns absolutely to sell the said hereditaments and premises together or in parcels by public auction or private contract and other as subject to or as discharged from the heretofore and heretofore
recited Indenture of Mortgage to the said John Laker Beckitt and Richard Beckitt) And that every receipt of the said George Pearson Nicholson his executors administrators and assigns for the purchase money of the said
premises sold should absolutely discharge the purchaser or purchasers therefrom and from being concerned in such the application thereof or being accountable for the nonapplication or misapplication thereof and should any
purchaser be obliged to enquire whether such default had been made as aforesaid or otherwise into the validity propriety or expediency of any sale.

And whereas by another certain Indenture bearing date on or about
the thirtieth day of July one thousand eight hundred and fifty eight and made between the said George Pearson Nicholson of the first part the said William Foster of the second part and the said Alice Otter of the third part
it was witnessed that in consideration of the sum of One thousand pounds to the said George Pearson Nicholson paid by the said Alice Otter (of the request of the said William Foster) and in consideration of the sum
of Five thousand and five hundred pounds to the said William Foster paid by the said Alice Otter the said hereditaments and premises hereinafter described and which are intended to be hereby granted and conveyed were
along with other hereditaments and premises granted conveyed and conveyed unto and to the use of the said Alice Otter her heirs and assigns forever, subject nevertheless as to the hereditaments and premises therein first
described to a certain annuity of Forty pounds granted by the Will of the said James Foster as aforesaid) and subject to a proviso or condition for redemption and reconveyance or payment by the said William Foster his heirs executors
administrators or assigns unto the said Alice Otter her executors administrators or assigns of the sum of Three thousand and five hundred pounds and interest of the rate of Four pounds and five shillings per centum per annum
at the time and in manner therein mentioned but in payment whereof default was made and it is by the now recited Indenture declared that if default should be made in payment of the said sum of Three thousand and five hundred
pounds and interest therein secured or any part thereof it should be lawful for the said Alice Otter her executors administrators or assigns at any time or times thereafter without any further consent or concurrence
and notwithstanding the dissent of the said William Foster his heirs executors administrators or assigns to sell the said hereditaments and premises or any part or parts thereof either together or in parcels by public auction or
private contract and other as subject to or as discharged from the heretofore and heretofore recited Indenture of Mortgage to the said John Laker Beckitt and Richard Beckitt) And that every receipt of the said
Alice Otter her executors administrators or assigns for the purchase money of the said premises sold should absolutely discharge the purchaser or purchasers therefrom and from being concerned in such the application
thereof or being accountable for the nonapplication or misapplication thereof and should any purchaser be obliged to enquire whether such default had been made as aforesaid or otherwise into the validity propriety or expediency of any sale.

And Whereas

by a certain Indenture of Mortgage bearing date in or about the twentieth day of November one thousand eight hundred and fifty eight and made between the said John Tucker Beckett and Richard Beckett of the one part and the said Alice Otter of the other part in consideration of the sum of six thousand and five hundred pounds paid by the said Alice Otter to the said John Tucker Beckett and Richard Beckett the said Mortgage did contain in sum of six thousand and five hundred pounds secured by the said mortgage made Indenture of the seventh day of July one thousand eight hundred and fifty six and the interest thereon to be paid for the same were duly assigned and transferred by the said John Tucker Beckett and Richard Beckett unto the said Alice Otter her executors administrators and assigns And by the said Indenture was expressed for the consideration aforesaid the hereditaments and premises comprised in the said mortgage made Indenture of the seventh day of July one thousand eight hundred and fifty six were duly granted and assigned by the said John Tucker Beckett and Richard Beckett to the use of the said Alice Otter her heirs and assigns for ever subject nevertheless to such right or equity of redemption as was then vested in the said William Tucker his heirs or assigns by virtue of the heretofore made Indenture of Mortgage of the seventh day of July one thousand eight hundred and fifty six but with such powers and authorities for selling and disposing of the said hereditaments and premises and other powers and authorities and with them and for such trust intents and purposes as were respectively expressed mentioned and contained in the said Mortgage and heretofore in part recited Indenture of Mortgage for the security of the said John Tucker Beckett and Richard Beckett their executors administrators and assigns and which were then submitted as fully and effectually to all intents and purposes as they the said John Tucker Beckett and Richard Beckett or their heirs could or might lawfully exercise the same of the one party Indenture last recited And whereas the said Alice Otter the wife of the said William Tucker deceased departed this life in or about the day of 1861 and was buried in or about the day of 1861 in the said County of York And whereas the said William Tucker departed this life in or about the day of 1861 and was buried in or about the day of 1861 in the said County of York

And whereas

the said Alice Otter in exercise of the said heretofore made powers of sale hath contracted by public auction at the Red Lion Inn in the said County of York on the twentieth day of August last to sell the said hereditaments and premises to the said Christopher Otter and the first simple and substantial offer for the same made at or for the price or sum of Five thousand five hundred and fifty pounds - Now this Indenture Witnesseth that in order to complete the said sale and in consideration of the sum of Five thousand five hundred and fifty pounds Sterling paid by the said Christopher Otter to the said Alice Otter on the execution hereof the receipt of which the said Alice Otter hereby acknowledges and therefrom doth release and discharge the said Christopher Otter his heirs executors administrators and assigns for ever That the said Alice Otter by this proviso according to her estate and interest in such Mortgage as aforesaid and not otherwise shall release convey and assign unto the said Christopher Otter and his heirs

That the said Christopher Otter shall have and enjoy the said premises called Newland House which is or near Water in Ribblesdale in the County of York comprising a tenement or farm house with the barn stables and other subbuildings yard garden and appurtenances And also the several pieces or parcels of land hereditaments and premises to the same belonging or now or lately occupied therewith by John Chadley his undertenants or assigns containing altogether including the site of the buildings one hundred and twenty four acres more or less and bounded on or towards the North by the River Ribblesdale and lands formerly of Mr Chapman and Mr John Lord respectively and now of James Hammond and Thomas Chapman Esquires and on or towards the South by Brian Moss and lands now or formerly of Mr Chapman Thomas Otter Esquire and Peter Selous respectively That that parcel of land situate in the Parish of Horton in Ribblesdale aforesaid called Barber's Piece containing by estimation thirty seven acres more or less bounded on or towards the North by land formerly now and now belonging to the said Thomas Otter and others on or towards the South by lands formerly of John Lord and Mr Moss respectively and now of John William Tucker on or towards the East by the road from Water to Horton and on or towards the West by land formerly of the said John Lord and now of James Hammond Esquire now or lately occupied by William Chadley his undertenants or assigns That that other piece or parcel of land situate in the Parish of Horton in Ribblesdale aforesaid called Dunstons Gill containing one hundred and fifty two acres more or less And also that allotment containing by advertisement one hundred acres more or less which said allotment and the lastly mentioned allotment are now laid together and form one allotment and called known or distinguished by the name of Dunstons Gill Allotment and containing together by advertisement one hundred and fifty two acres more or less now or late in the occupation of John Chadley his undertenants or assigns bounded on the North and North West by lands formerly the property of Mr Lord Mr Wessenden Tucker or William Corban Thomas Esquire and now of the latter and the said John William Tucker on the East by allotments of the said Christopher Otter and the said John William Tucker and on the South by allotment of Thomas Chapman Esquire And all privileges and appurtenances to the said allotment and hereditaments belonging or appertaining saving and excepting unto the said Thomas Otter Esquire his heirs or assigns or his or their heirs or assigns for the time being of his or their farm at Studfield in the Parish of Horton aforesaid the rights and privileges of cutting turf and of laying spreading or carrying away the same from and out of the said allotment containing one hundred acres for the sole use and consumption and some other of the occupier or occupiers for the time being of the estate at Studfield of the said Thomas Otter his heirs or assigns as contained in the Certificate of the said last mentioned allotment to the said William Tucker That which said hereditaments and premises heretofore described are further particularized and shown in and by the first Schedule hereunder written or hereunto annexed Together with all and singular rights and appurtenances to the said hereditaments and premises heretofore described and intended to be lawfully and lawfully released with the appurtenances unto the said Christopher Otter

To have and To hold

the said Christopher Otter unto the said Christopher Otter his heirs and assigns forever the premises heretofore described and intended to be lawfully and lawfully released with the appurtenances unto the said Christopher Otter



10d

And His Heirs

To the use of the said Christopher Otter his heirs and assigns for ever discharged from the said Mortgage with a sum of three thousand and five hundred pounds and six thousand and five hundred pounds and all interest for the same and all equity and right of redemption and all claims and demands whatsoever under or by virtue of the said Mortgage with interest of Mortgage and also paid and discharged from the said mortgage a sum of Forty pounds as aforesaid. And it is hereby declared by the said Christopher Otter that neither the present nor any future Wife of him the said Christopher Otter shall have any right or title or interest in or in the said hereditaments and premises hereinbefore described or hereby granted and allowed or intended to be with the appearance or any of them or any part thereof respectively. And the said Alice Otter doth hereby for herself her heirs executors and administrators Covenant with the said Christopher Otter his heirs and assigns that she the said Alice Otter hath not done or permitted or willingly or knowingly suffered to be done partly or singly by any act and matter or thing whatsoever whereby or by reason or means whereof the said hereditaments and premises hereby granted and allowed or any part of the same are or shall or may be impeached charged incumbered or prejudicially affected in any manner whatsoever. And also that she the said Alice Otter her heirs and assigns as such Mortgagee as aforesaid and so that this Covenant may run with the land but be personally binding on the said Alice Otter her heirs executors and administrators only so long as the deeds evidences and writings hereinbefore mentioned shall remain so long as the custody respectively will from time to time and at all times hereafter (unless prevented by fire or other inevitable accident) upon every reasonable request and at the proper costs and charges of the said Christopher Otter his heirs or assigns produce and show forth or cause and procure to be produced and shown forth in England to the said Christopher Otter his heirs or assigns or to such person or persons as they shall direct or require or at any kind hearing or examination in any Court of Law or Equity or other jurisdiction or upon the creation of any Commission or otherwise shall be or require the several deeds evidences and writings relating to the title of the hereditaments hereinbefore described and mentioned in the second Schedule hereunder written and every or any of them and will at the like request and costs make and deliver or cause to be made and delivered to the said Christopher Otter his heirs or assigns here and otherwise or other copies abstracts or extracts of or from the same deeds evidences and writings or any of them and supply such last mentioned copies abstracts or extracts to be examined with the originals thereof respectively. In Witness whereof the said parties to these presents hereunto have set their hands and seals the day and year first above written.

The First Schedule above referred to.

Description	Quantity		Description	Quantity	
	Ac.	R.		Ac.	R.
Sea	64	34	Bought of	151	1 6
Water side	23	25	Per Folkes Close	5	3 5
Woodfield near and near End	17	54	Gill Side	3	2 29
Great Bayley Pasture	22	5 1/2	Old Hammar	5	36
Little Bayley Pasture	4	11	Nidon Street	2	2 5
Lanmore	1	1 1/2	Hammar Side	1	1 15
Wolf Parrock	1	18	Gragg Side and Gragg Side End	3	1 35
Nether Close	4	15	House Garden, Yard &c.	1	2 10
Nether Row	1	3 30	Side or Near Mass	1	3 34
Lanston Close	3	30		179	3 24
New Lane	3	10	Lanston Gill Hereditaments	252	-
White Lane	6	3	Water Scare or Stone Poles	27	3 5
Consist of	151	1 6	Total	449	2 32

The Second Schedule above referred to.

1843 May 4th. Attested Copy of Probate Copy of the Will of the said James Foster of this date proved in the Ecclesiastical and Probate Court of York on the sixth day of April one thousand eight hundred and forty three and registered at Yorkfield on the twentieth day of September one thousand eight hundred and forty seven.

1847 August 3rd. Attested Copy of the date made between the said James Foster widow of the first part James Holliday Foster of Skarforth under Parish in the County of York Gentleman of the second part the said William Foster of the third part James Foster of Manchester Surgeon of the fourth part Marguerite Hammond of Skarforth in the County of York Spinster of the fifth part and Ralph Collin of Yorkfield in the said County of York Esquire of the sixth part.

1854 July 1st - 1857 December 25th - 1858 July 31st - 1858 November 29th. The several indentures of these dates respectively heretofore recited.

Alice
Chris
Otter
Otter

48, MOORGATE STREET. E.C.

20 Jan 92

Mr John Chamberley
Settle.

Sir, I must apologize
for not having answered
your enquiry of the
23 Dec more promptly.

You will doubtless
have noticed on the
receipt given by ^{my} Agent
on

or any delay that it is

stated that the Theory
rents can be purchased

at 25 years rent & this
is the lowest price. I am

prepared to accept & the
purchaser price can be paid

after the payment of the
current rent has been handled

& my collector. This is seldom
of value.

Yours obedt

Joseph M. M. M.

48, MOORGATE STREET. E.C.

4 July 1893

C. Osher Esq

Sir,
I hereby agree to
sell to you the Rectory Rent
in respect to which you pay
me annually a rent of 7/-
on Newland House Farm for
25 years purchase; therefore
on payment of £8. 15. — this
charge of 7/- a year will cease
to be collected by me or my
agents. Yours obed^t
J. Foskett Woods
You can pay the sum to Mrs S. Heselden
JFW

Horton
July 18th 1893

Received of Mr. John Chamley on
behalf of C Osher Esq^r the sum
of £8. 15. 0 being the amount
required to buy off the Rectory
Rent at 25 Year purchase
of Newland House Farm



Thomas Heselden

For Thomas Foster Knowles