

Que. Elyah's case being just the simple thing as of William's Estate & Ely's case
the H^{rs} Thomas's system, and how his H^{rs} Thomas's system thing and Margaret
the H^{rs} Lovell's case and also Elyah's case. And and each of them
had names above and for use just same and the said H^{rs}
Peter his case one name

On the said right like and intent property,
same are demand otherwise sets at
due and in Equity which they the
H^{rs} Justice and Lovell's case his H^{rs}
Thomas's system and how his H^{rs} the
Peterson thing and Margaret his H^{rs} Lovell's
case and also Elyah's case face or
any or use of them face or which they
or any or either of them face would
show or might or otherwise might of any
time from face same challenge or demand
in to out of or clear the said without
or business of kind or just needs and
from thereby grants and released or
intended so to be or any part or part
thereof

Do the use of the said William's case his face
and above

(Written by the said William Justice &
Elyah's case his H^{rs} Thomas's system &
and his H^{rs} William's system thing
and Margaret his H^{rs} Justice's case
& also Elyah's case that they are
respectively had done no act to
therein)

Executed by me the 2^d parties &
andly asked
Receipt for £315 interest unpaid & extract
Registered at Highgate the 9th May 1561
in Book 2.9 Page 417 and
p. 542.

1856 July 7th By indenture of this date made between the S^r William Foster of the one
part and John Quaker Beckett of Benfield in the County of York John Standen
and Richard Beckett of Haverley in the same County Part^{ies} of the other part
Witnessing that the S^r W^m Foster was desir^{ous} in yet simple of a maner
well and sufficiently entitled to the Messes Lands and several Thimian
p^{ar}ty & 2ndly desirous free from all incumbrs (except as to the S^r Edwards p^{ar}ty
thimian descended with one sub^{ject} to the Annuity thimian man^r) And
the S^r W^m Foster was poss^{essor} of a well entitled to an undivided 3rd
part or share of and in the Messes Lands and several thimian 3rd
part accounted for the remainder then to come and unrequit of a certain
sum of 6000 yars created by an indite bearing date the 20th day
of November in the 13th year of the reign of His Majesty King
James subject to the payment of one equal 3rd part of the Rent of
£1. 13. 4 and to the observance and performance of the Conditions
and Agreem^{ts} in the S^r Deesee reserved and contained
And witnessing that the S^r W^m Foster had contracted and agreed
with the S^r M^r Quaker Beckett and Riche Beckett for the sum
of the sum of £6500 which he had prepared and agreed to
pay to the S^r M^r Quaker Beckett and Riche Beckett together with
sh^{ould} them by a Mortgage of the S^r Edwards and several Messes
Lands and several then accounted in the manner thimian appearing
It was int^{ended} that in or soon of £6500 to the S^r W^m Foster paid by the
S^r M^r Quaker Beckett and Riche Beckett the rest of the S^r W^m Foster
And by the now abovesaid presents grant release convey and confirm unto
the S^r M^r Quaker Beckett and Riche Beckett their heirs and assigns with abai
s^{trictly} All that Estate called "Newland Stride"
situate in a near thimian in Rithelstade in the
County of York comprising Messes or thimian shares
with the Farm sh^{ould} and three Luthridges Land
p^{ar}ten and appurts and also the seat Trees and
parcels of Land sh^{ould} and p^{ar}ten to the same
belonging and them or their heirs occupied ther^{eto}
by W^m Quaker his Undertakem^{ts} or assigns containing
all^{ways} including the sites of the Buildings 1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th. 11th. 12th.
(with more or less) and bounded on or towards the
North by thimian sh^{ould} Lands and Lands then

on them late of Mr^s Clapham and Mr^s John Lund
rectory and on a towards the south by Messrs
Prest and Sands of Mr^s Clapham Thomas Estlin
Esq^r and Estlin short rectory.

Also All that piece or parcel of land situate
in the parish of Stretton in Rutland also called
Chabers dean containing by estimation 37. 3. 8
(with more or less) bounded on N towards the
parish by Stretton here on N towards the south
by Sands of John Lund and Mr^s Prest rectory, on
on towards the East by the Road from Stretton
to Stough and on N towards the West by the
S^r Prest and Sand of the S^r Mr^s Lund then
on then lately acquired by the S^r Mr^s Prest his
indentments & awards.

And also All that other piece or parcel of
land situate in the parish of Stretton in
Rutland also called Roundstone Gile Allthorn
containing 152 acres (with more or less) then or
then lately acquired by the S^r Mr^s Duckett his
indentments & awards.

All with S^r Estates Prestes Sands awards and
p^{res}ents thenceforth ¹⁰²⁵ described were more particularly
described in the 1st Statute thunders written
separately All that Allthorn or parcel of Ground
situate and long on Stretton here in the
parish of Stretton in Rutland also called Roundstone
Gile Allthorn containing by advertisement 100 acres
(with the same more or less) then or then late in
the occupation of the S^r Mr^s Duckett his indentments
or awards situate on the North and North East
by Sands the property of Mr^s Sand Mr^s Luscombe
Estlin and William Seckens Chown Esq^r on the East
by Allthorn of the S^r Mr^s Estlin and Child^s
Other Esq^r and on the South by one Allthorn
of Mr^s Clapham Esq^r and all privileges and appurtenances

to the Sr Allport and Shards belonging or appurtenant
(namely and excepting unto Thomas Thos Esq^r and
his ward or wards for the time being of
his farm at Stapfield in the parish of Stretton
also the right and privilege of getting turf and
of laying spreading and carrying away the same
from and out of the Sr Allport for the sole use
and consumption and none other of the Decretal
or Decretals for the time being of the Sr Estate
at Stapfield)

And also all other the Stapfield Estates houses
lands streets sheds and farms wharfs and
ports and shares or part and share of houses
canals streets sheds and farms of the Sr Es-
tate situate standing lying or being at Stretton
in Rutland at Longstaple in the parish of
Hyghworth or elsewhere in the Sr County of York
all and Sr sheds and farms thence ^{the 2nd}
descended were further particularized and shown
in and by the 2^o Schedule's hereunder written
together with all shares of (except as thence
made)

And the same Sr

And all the Estate Sr

to hold the same farms with the appurtenances unto the
Sr Mr Quaker Beckett and Ricke Beckett their heirs
and assigns (subject unto as to the sheds & farms
thence ^{partly} descended to a certain Community or Annual
sum of £40 granted by the Title of several Statutes the
late Statute of the Sr 1st Statute in favour of his heires
Curre Statute for her life)
of the use of the Sr Mr Quaker Beckett and Ricke
Beckett their heirs and assigns for ever
subject to the proviso for redemption and to other
the persons previous Agreements and decrees thence ^{express}
and contained

Assignment of debts of Seaverdell Deane and forming no part of the
wards indenture Set 4

Proviso for redemption and reconveyance and assignment of the £ wards
or payment by the S^r W^m Foster his his executors or assigns on the
1st January then next ensuing unto the S^r W^m Ducken Beckett and
Nichols Beckett or the survivors of them his executors or assigns of
£6500 with his for the sum after the rate of 25 per cent per annum
Government by the S^r W^m Foster for payment of the said
principal part and his

Proviso Agreement and Decline that if default sh^d be made in payment of
the £ sum of £6500 or the bal. that on any part thereof repaid at the
time therefore applied for payment of the same it sh^d and might be
lawful to and for the S^r W^m Ducken Beckett and Nichols Beckett or
the survivors of them his executors or assigns or their or his assigns immutably
thru or at any time or times throu and witht any further consent
or concurrence whate^r by or on the part of the S^r W^m Foster his
his executors or assigns or any other persⁿ or pers^{ns} whome^r
and altho' the S^r W^m Ducken Beckett and Nichols Beckett their exec
utors or assigns might after such default have need any portion of the
£ principal sum or part on the same sum to make sale & absolutely
dispose of the S^r Seaverdell Deane's lands tenets & woods
and tenements and parts and shares of houses lands tenets and streets
they granted conveyed and assigned or in^d do to be or any part or
parts thereof and the fee simple and inheritance they or their heirs & assigns
or his them part and discharged from all right and equity of redemption
whate^r and to make such sale in by public Auction or private Contract
and subject to such Conditions and stipulations of sale as to the nature or
part of either or either hereof and generally in such manner in all
respects as the S^r W^m Ducken Beckett and Nichols Beckett or the survivors
of them his executors or their or his assigns sh^d think fit with
liberty for them or him in their or his absolute discretion and witht
being answerable for any loss with might arise by reason of any decrease
or increase of such Auction from time to time to buy in the said
wards and tenements or any part thereof at any such Auction or to account
or convey any Contract or Contracts for the sale thereof and again if they or
he sh^d think proper to sell the same in manner afo^r and to convey same

and assume the same Sheehal and Seabrook presses Sands debts Sheehal and permits when sold or to direct the firm or permits in return the legal or other book down or not then might then be needed to convey assign and assume the same effects and permits unto the purchaser or persons that his or their his and assigns or as he or they she direct further Agreement and Deed in that the S^r M^r Ducken Beckett and Ricke Beckett then were admitted or their or his assigns she receive the balance may or may not with she arise from such sale or sales and she apply the same in the first place in or towards payment and satisfaction of the Cots and expenses attendy such sale or sales or in any manner incident thereto or with she to incurred by them or him by reason of the nonpayment of the S^r M^r M^ries thaty secured or raised hereafter in or about the premises and in the next place in or towards payment and satisfaction unto them or him the S^r M^r Ducken Beckett and Ricke Beckett or the sum of them his then admitted or ass^t of the S^r principal sum of £6500 and all arrears of not thaty and all other M^ries secured by the new abstrakt presents or with she be payable to them or him by virtue thaty and after and with she the said payment^t also than that they the S^r M^r Ducken Beckett and Ricke Beckett or the sum of them his then or admitted or their or his assigns she pay the surplus (if any) of the S^r before may or M^ries unto the S^r M^r further Agreement and Deed in and the S^r M^r states did they respectively direct that every deed with she be given by the S^r M^r Ducken Beckett and Ricke Beckett or the sum of them his then admitted or their or his assigns for any may to be record by them or him under the power afo^r or raised hereafter by virtue of the new abstrakt presents she be a conclusive discharge to every party paying the same and she release the same from all alle off^r of damage to the assign of such may and from all liability by reason of the his misdeed or nonpayment thaty and that every such Contract and Deed with she be made and acted by or by the assign of the S^r M^r Ducken Beckett and Ricke Beckett or the sum of them his then or admitted or their or his assigns rightly as afo^r in virtue of the afo^r power of sale she be binding and conclusive on the S^r M^r states his then or admitted and assigns and that no person under the S^r power she be obliged to impare with default she have been made in payment of the said principal sum of £6500 and not thaty secured at the time and in manner

75
Therefore applied for payment that on when such notice of sale as was therein made had been given but on the contrary the production of the now abstractly presents by the de Mr. Quaker Beckett and Miss Beckett on the death of them his executors or their or his executors to any person after the time thence applied for payment of the de principal sum of £1000 with any need of the de Mr. Quaker Beckett and Miss Beckett or the survivor of them his executors or assigns for the same and all not with she have account due on the same indebted from she in favor of such person his executors and assigns to exclusive notice of such default in payment as she and of the existing right of receiving the de preceding power pursuant that the preceding power of sale is anything in the now abstractly presents contained she not in any manner prejudicial or affected in the right of the de Mr. Quaker Beckett and Miss Beckett or the survivor of them his executors and assigns to prejudice the equity of redemption of the said Indented estates and premises or such parts thereof as she not have been actually sold under the de power of sale or any other right or remedy with they or he might or will have as the Indentures or Indentures of the same estates and premises.

And moreover that the exercise and enforcement of any such right or remedy she not prevent or prejudice any subsequent sale or sales under the said power of the de Indented estates and premises or such parts thereof with the equity of redemption she not have been abstractly prejudiced. Several Indemnity Clause to Indentures. Recitals and Agreement that the respective powers unto by Act of Law Demolition by Read or made she be for the time being completed in Equity to receive and give any special advantage for the de principal sum thereby secured or so much thereof as she for the time being remain unpaid she as assignees of the de Mr. Quaker Beckett and Miss Beckett or the survivor of them be indebted with or repaid of receiving the de power of sale and all other powers hereby vested in or expressed to be given to the de Mr. Quaker Beckett and Miss Beckett.

Covenant by the de Mr. Quaker Beckett and Miss Beckett that no sale or Contract for sale she be made by them or the survivor of them his executors or assigns until they or he had given to the de Mr. Quaker Beckett his executors or assigns or left for him or them at his last known place

of abode to Calendar months notice in writing demanding payment of the \$ principal they and hok and default all have been made in payment that Comants by the \$ h^{rs} states that he had good right to grant money and assign for further advance for peaceable enjoyment in case of default free from incumbrances (except as throughs apply) and for piece of building's apt to be by fire cover for the \$ h^{rs} Quaker Beckett and Ruise Beckett to determine in case hok also be in arrears

Proviso for reduction of the rate of hok to 24 per cent on principal payment - Decline by the \$ h^{rs} Quaker Beckett and Ruise Beckett that the \$ sum of \$10500 advanced by them on the now abstractly debarry was h^{rs} belonging to them on a joint account and that the sum of them his debts advanced on acc^{ts} might receive the principal and hok monies due on the now abstractly debarry and give special receipts release and discharge for the same with the concurrence of the Deputies of the other of them

- The Articles above referred to -

- Description -
into coin

	a	B	P
dean			
Stuyvesant slide	64	0	37
Stuyvesant h ^{rs}	23	1	5
Stuyvesant h ^{rs}	14	2	2
Stuyvesant h ^{rs}	2	2	37
Great Stuyvesant bottom	22	3	19
Little Stuyvesant bottom	4	0	16
Demerise	1	1	7
Call demerise	.	1	18
Nathan Rice	4	0	25
Nathan Rice	1	0	10
Nathan Rice	3	0	30
Nathan Rice	3	0	10
Nathan Rice	6	3	.
Nathan Rice	5	3	5
Nathan Rice	3	2	29
Nathan Rice	5	0	39
Nathan Rice	2	2	8
Nathan Rice	168	3	17

Amount paid a

- Description - Brought forward

Number	Rate	Quantity	Price
Number due		108	3 14
Bagg Rate		6	1 15
Bagg Rate bond		2	2 1
Street Gates		3	9
		1	-
More Allotment shares seen	a	178	3 2
Number due Allotment	a	37	8
	a	152	-

The 2nd Schedule above referred to

- Description -
(mutuals)

Recorded by the S^r W^m Stoten and attested by
2 witnesses Receipt for same May ordered signed
and dated and Register at Wakefield the ninth
of July 1850 in Book 570 page 184 B. 10

1850 July 10th

Statutory Declaration by John Hesketh as follows (namely)

I John Hesketh of Stradale in the parish of Stoten in the Rithdale (Common
do solemnly and sincerely declare as follows

1. That I am now upwards of eighty six years of age and that I have
resided at Stradale apts for a period of upwards of thirty eight years
2. That I know and formerly was well acquainted with James Stotes formerly
of Skarpside under Brough in the County of York Esqr^r deceased and that
I know and am personally well acquainted with William Stote of Little in
the S^r County of York Esquire one of the sons of the S^r James Stotes
3. That I well know the S^r James Stotes was for upwards of sixty years
prior to his decease the absolute Owner of several Freehold Estates situate at
and in the parish of Stoten in Rithdale in the County of York and of
a Number of sheep Gates or Leases situate also in the said parish of
Stoten in Rithdale and of certain rights of Grazing and Inclosure and
other rights appertaining to the said Estates and that the Schedule hereina
written marked Number 1 contains a description of the S^r Estates in
the parish of Stoten in Rithdale apts in upon and over with the said
James Stotes in his lifetime and for upwards of sixty years prior to his

deceased duly executed the usual Acts of absolute Comeworth and of which
 Estates he was at the time of his death seized or possessed as absolute Comeworth
 4. That I have been informed and believe the said James Estlin by his
 Will gave and devised to his son the S^r William Estlin the whole of the
 said Estates mentioned in the said Schedule heretofore written marked Number
 1 together with 28 Sheep Gates on the said Estate beside the Place and certain
 of the said rights appurtenant to the said Estate and that the said James
 Estlin died in or about the Month of February One thousand eight hundred
 and forty seven with having received or altered his said Will

5. That since the death of the said James Estlin one Albert hath been made
 to the said William Estlin by the Comers appointed for the discharge of
 certain Open Comers and parts lands in the parish of Stoken New in
 lieu of the S^r Sheep Gates and of the S^r rights of wharf and other rights
 and that the S^r Albert so made to the S^r W^m Estlin is particularly
 in the Schedule heretofore written marked Number 2

6. That the S^r William Estlin has since the decease of his said father the said
 James Estlin and since the said discharge Comers received the usual acts
 of absolute Comeworth upon and over the S^r Estates mentioned in the S^e
 heretofore recited written and that I have never known the title of them
 the said James Estlin and William Estlin or either of them in and to
 the said Estates or any of them to be called in question or disputed by any
 person or persons whomsoever

7. And I make this solemn Declaration conscientiously believing the same to be
 true and by virtue of the provisions of an Act made and passed in the session
 of Parliament of the fifth and sixth years of the Queen of this late
 Majesty King William the fourth intituled "An Act to repeal an Act of the
 present session of Parliament intituled "An Act for the more effectual abolition of
 Oaths and affirmations taken and made in various departments of the State
 and to substitute Declarations in lieu thereof and for the more entire
 suppression of oaths and extra judicial Oaths and Oaths and to
 make other provisions for the abolition of unnecessary Oaths"

Schedule Number 1
Repealed Statute Book

- Description -
 (intituled)

Year	Quantity
1764	2
1767	0
1768	37
1769	23
1770	1
1771	5
1772	87
1773	2
1774	2

- Description -

Brought forward

Description	Quantity
Sheafield Iron	87 2 2
Rough End	14 2 2
Great Sheafles bottom	2 2 37
Little Sheafles bottom	22 3 19
Narrowme	4 0 16
Call Sawark	1 1 7
Wether Pass	1 1 18
Wether Row	4 0 25
Narrow Pass	1 0 10
New Lands	3 0 30
White Lake	3 0 10
Iron Works Pass	6 3 0
Gill Road	5 3 5
Old Dammedon	3 2 29
Wether shed	5 0 39
Dammedon side	2 2 8
Raydale	6 1 15
Raydale End	2 2 1
Stone Gaudon etc	198 3 2
Stone Gaudon etc	37 3 8
From Sheafles Iron	a
Dammedon Gill allotment	a

- Schedule Number 2 -

Declared at Sheafles a/c in the County of
York this tenth day of July One thousand
eight hundred and fifty six } John Prophet

before me
Wmth Foster

A Commissioner to administer Oaths in Chancery in England

1857 December 28th By my Shales of this date made between the said William Foster of the
one part and George Rawson Nicholson of both upon Rawson in the County

of York Spire of the other part

After receiving the mortgage abstracted notes of mortgage of the 1st day of July 1856 and that the £ sum of £10500 was not paid at the time in the £ note applied for payment thereof and the same still remained owing upon receipt of that check but all such in respect of the same principal sum had however been duly paid to the day of the date thereof as the £ 4th £ note did thereby declare

And reciting that the £ 4th £ note had applied to the £ Geo: Dawson Nicholson to advance and lend him the sum of £1000 at his own the deivity thence contained with the £ George Dawson Nicholson had consented and agreed to do

It was witnessed that in witness of the sum of £1000 to the £ William Nicholson paid by the said Geo: Dawson Nicholson the next 4th day the said William Nicholson

Did by the now abstracted present grant release convey & confirm unto the £ Geo: Dawson Nicholson his heirs and assigns

All the streets and premises lately 1th and 2ndly recorded and comprised in the mortgage abstracted in the 1st & 2nd schedules thence written (among and excepting unto Thomas Owen Esq^r and his heirs or demands for the time being of his claim at Chislehurst in the parish of Stoken Newington and parishes of getting street and of laying spreading and carrying away the same from and out of the £ Allerton called Runstone Gill Allerton for the site use and construction and name thereof of the Runstone or Runstone for the time being of the said Estate at Chislehurst)

together with all structures (except as thence mentioned)

And the reversion &c

And all the Estate &c

to hold the same with the appurtenances unto the £ George Dawson Nicholson his heirs and assigns (subject nevertheless as to the £ above and premises thence described to the said