

977
Community of £100 granted by the will of the Sr James Foster
deced in favor of his heirs the Sr Ann Foster for her
life and also subject as to title the Sr Stews and persons
thenceforth yett & 2^{ndly} descended to the thenceforth recited
heirs to the Sr Sr Quaker Beckitt and Riche Beckitt
and to the principal hd. and other names therby decend
and to the rights and remedies under and in respect
of the same)
ob the use of the Sr Gen. Stewson Hutchinson his heirs and
assigns for ever -

Assignment of the deceased stocks thenceforth referred to as not constituting
part of sd 4

Proviso for redemption recognizance and reassignment of the Sr Frederick and
deceased stocks in payment by the Sr W^m Foster his heirs assigns and assigns or
assigns unto the Sr Gen. Stewson Hutchinson his heirs assigns or assigns of
£1000 unto him for the same at the rate of £5 per cent per annum on
the 28th June then next.

Proviso Declin & Agreement that of default due to made in payment of the Sr
sum of £1000 and shd or any part therof repay on the Sr 28th day of
June then next it shd be lawful for the Sr Gen. Stewson Hutchinson his
heirs assigns or assigns at any time or times thenceforth without any further
consent or allowance and authority the deced of the Sr William Foster
his heirs assigns or assigns absolutely to sell and dispose of the Sr
Frederick and deceased stocks and persons thenceforth deced and conveyed
and assigned therby or any part therof by or in parcels by public auction
or private contract (and w^{ch} as subject to or as discharge from the thenceforth
recited heirs of Foster to the Sr Sr Quaker Beckitt and Riche Beckitt) and
with under and subject to such special and other Conditions as he shd or make
as the Sr Gen. Stewson Hutchinson his heirs assigns or assigns shd think expedient
with full power to buy in or recondu any Contract for sale of the Sr Stews
and persons or any part therof and to sell the same without being applyd
for any law with might be reasonable therby and to convey assign and assign
the Sr Frederick and deceased stocks and persons thenceforth deced when
sold and to divid the prin or parts in whom the legal estate therein
might then be vested to enjoy and receive the same stocks and persons
unto the person or persons that his or their heirs assigns and

accepts or as he likes or they will direct
Declar that every need of the se Geo: Dawson Dickson his execs admors
and assns for the price moneys of the se poms etc etc specially dischge
the debts or debts thersm and from being concerned to see to the option
thof a being accountable for the maintenance or maintenance thof on the
any person to attend to enquire after such default had been made as if
a notice into the validity propriety or expediency of any sale
Declar that the se Geo: Dawson Dickson his execs admors and assns
will hold the moneys to arise from any sale or sales under the afo: power
when trust in the first place to pay throu all the expes incurred on
such sale or sales or make in the reason of the trusts and powers
therein contained or incident ther to and in the next place to pay of and
discharge all they for the time being moneys upon the pntys made to the
se Mr: Ducker Beckitt and Lucie Beckitt as also if the se wards and
poms will be sold as directed thersm and in the next place to pay
and apply the sale moneys in or towards the paymt and satisfaction of the
moneys for the time being moneys upon the security of the now advants
presents and them to pay the surplus (if any) of the se moneys to
the se Mrs: Stokes for this execs admors or assns or other the hon
or persons for the time being entitled in equity to redeem the said wards
and poms

Usual indemnity Clause to protect

Recite further declar and Agreem^t that the proceeding, power of sale will
not in any manner prejudice or affect the right of the se Geo: Dawson
Dickson his execs admors or assns to exercise the equity of redemption
of the se pntal wards and poms or such part thof as will not have
been actually sold under the afo: power of sale
Recite and further declar & Agreem^t that the require poim or poms who
by act of Law change by deed or make will be for the time being
competent in Equity to receive and give an special charge for the se
moneys they secured or so much thof as for the time being should
remain unpaid as also as assns of the se Geo: Dawson Dickson & assns
with and capable of receiving the se power of sale and all other powers
they need in or represent to be given to the se Geo: Dawson Dickson

Covenants by the se Mrs: Stokes for paymt of pntal
moneys and bid and that he had good right

to grand crossy and assign (subject as of) fee
from receipts (except as trustee appears) and
for further lease (except by the parties claiming as
parties in respect of the trustee's receipt mortgage
security)

The 1st & 2nd schedules referred to

with are the same as those to the trustee abstracted index of 7 July 1856.

Received by the S^r William Carter study abstracted
Receipt for certain money advanced unpaid and
unraised and

Kept at Waterfall the 28th December 1857 in
Book B. A page 208 and p^{er} 101.

1858 July 31st

By note of this date made between the S^r Geo. Dawson Hutchinson of the
1st part the S^r W^m Carter of the 2^o part and Alice Otter of both upon
Deanne also witness of the 3rd part -

After receiving the trustee's abstracted index of mortgage dated the
1st day of July 1856

And receiving that the S^r sum of £650 was not paid at the
time in the trustee's receipt index applied for payment that and
the same then remained owing upon security of that index but
all sh. in respect of the same principal sum had however been
duly paid to the then last half yearly day in with the same
become due as the S^r W^m Carter did thereby declare

Also receiving the trustee's abstracted index of mortgage dated the
28th day of December 1857.

And receiving that the S^r sum of £100 was not paid at the
time in the latter trustee's receipt index applied for the payment
that and that the same then remained owing upon security
of that index but all sh. in respect of the same principal
sum had however been duly paid to the day of the date
that as the S^r Geo. Dawson Hutchinson did thereby declare
And receiving that the S^r W^m Carter had contracted with the S^r
Alice Otter for the loan to him of the sum of £1000 at but
on security of the pressed lands veins and streets trustee's
mentioned and thence assigned and the S^r W^m Carter had

requested the S^r Alice Utter to apply the S^r sum of £1000 in the
payment to the S^r Mr. Rucker Beckett and Rife Beckett of the S^r
principal sum of £6500 secured to them by their thimblepie
recited Judge security and in the payment to the S^r Geo. Dawson
husband of the S^r principal sum of £1000 secured to him by
his thimblepie recited Judge security and in the payment to him by
the S^r W^m Stokes of the sum of £2500 being the balance of the
S^r loan or sum of £10000

And reciting that inasmuch as the S^r John Rucker Beckett and
Rife Beckett had not had any notice given to them to take in
the S^r principal sum of £6500 and they not being willing to
accept payment of the same without the usual & lawful notice
(and such notice as he forthwith given) the S^r Alice Utter with the
full authority and desire of the S^r W^m Stokes (testified by his sworn
of the now abstrahed present) had agreed to pay the S^r John
Rucker Beckett and Rife Beckett the S^r principal sum of £6500 at
the expense of the S^r notice and husband to take a discharge or
other release of the thimblepie recited Judge security of the 7th day
of July 1856 for the S^r principal sum and had thereby secured

Also reciting that the S^r Geo. Dawson husband had agreed to
accept payment on the date that of the S^r principal sum of £1000
due and owing to him on his thimblepie recited Judge and to secure
the release and assurance therein contained

It was witnessed that in pursuance of the S^r recited Contract and in execution
of the sum of £1000 to the S^r Geo. Dawson husband paid by the S^r
Alice Utter (at the request of) testified of the recd of each S^r sum in full
for all moneys then due and owing upon a by virtue of his thimblepie recited
Judge security of the 28th December 1857 of the S^r Geo. Dawson husband
and thereby active. And in execution of the sum of £2500 to the S^r W^m Stokes
at the same time also paid by the S^r Alice Utter the recd of each sum
of £2500 (making together the sum of £5000) the S^r W^m Stokes did
thereby active. of the S^r Geo. Dawson husband (at the request and by the desire
of the S^r W^m Stokes testified of

And by the now abstrahed present grant release and conveyance
And the S^r W^m Stokes did hereby grant release conveyance and
conveyance unto the S^r Alice Utter his his and assigns

Shilly and secondly all and singular the shares and farms w^{ch}ly 1stly and secondly described and comprised in the schedule attached hereto of the 1st day of July 1856 (with the exception as in the same under name and Thomas Otter and his heirs of the right of getting turf out of Dunstone Gie Ollinot) and w^{ch} are set forth in the 1st & 2nd schedules to the now attached presents And all other the freehold tenets houses lands tenements shares and farms whatev^r and parts and shares or part and share of houses lands tenets shares and farms or tenement or part or share of any or any of the whatev^r above standing being or being at Otter in Littledale at Langcliffe in the Parish of Giggleswick or elsewhere in the County of York
to go^v with all shares &c (except as hereinafter mentioned)
And the reservation &c

And also the tenets &c
situate the same with their appurtenances unto the S^r Alice Otter her heirs and assigns (subject nevertheless as to the S^r shares and farms hereinafter described to the said Annuity of £40 granted by the Will of the said Edward Otter deced in favour of his widow the said Anne Otter for her life in case the S^r Anne Otter was then living

And subject as to both the S^r shares and farms hereinafter 1stly and 2ndly described to the tenements resident situate to the S^r John Quaker Beckwith and Alice Beckwith and to the principal and int^r married they deced and to the right and remedies under and in respect of the same)
of the use of the S^r Alice Otter her heirs and assigns for ever

Assignment of the freehold tenets herebefore referred to as not constituting part of 284
Article for redemption redemption and assignment of the S^r shares & farms

or payment by the S^r H^{rs} Foster his heirs execs admors or assigns unto the S^r Alice Otter her execs admors or assigns of the sum of £3500 with int for the same at the rate of 4^l. 5^s. per cent per annum on the 20th January then next

Commanded by the S^r Geo: Dawson Ruckleton that he had done no act to incumber

Horatio Dittan & Agreement by and between the ptos Wtds that if default sh^d be made in payment of the S^r sum of £3500 and int or any part thereof repay on the S^r 30th day of January then next if sh^d be lawful for the S^r Alice Otter her execs admors or assigns at any time or times then with any further consent or concurrence and notwithstanding the dissent of the S^r H^{rs} Foster his heirs execs admors or assigns absolutely to sell and dispose of the S^r Freehold and Leasehold estates and premises thereto descended conveyed and assigned repay or any part or parts thereof by or in fees by public Auction or private Contract (and in as subject to or as assigned from the thence received notice of Int^{ty} to the S^r H^{rs} Ruckleton Beckett and Cooke Beckett) and with under and subject to such special or other Orders as to either or worse as the S^r Alice Otter her execs admors or assigns sh^d think expedient with full power then or them to buy in or receive any contract for sale of the S^r estates and premises or any part or parts thereof and to receive the same estates and premises so bought in or the Contract or Contracts for sale sh^d have been so received as afo^r with being responsible for any loss with might be occasioned thereby and to convey assign and assure the S^r Freehold and Leasehold estates and premises thereto descended when sold or to direct the ptors or persons in whom the legal estates therein might then be vested to convey and assure the same estates and premises unto the ptors or persons they sh^d see or their heirs admors and assigns or as he sh^d or they sh^d direct.

Declaration that every part of the S^r Alice Otter her execs admors or assigns for the ptors purposes of the S^r premises sold sh^d effectually discharge the ptors or persons therein and from being concerned to see to the execution thereof or being accountable for the nonpayment or misapplication thereof or sh^d any person be obliged to inquire when such default had been made as afo^r or to raise into the validity propriety or expediency of any sale

Declaration that the S^r Alice Otter her execs admors and assigns sh^d hold the money to arise from any sale or sales under the afo^r power upon

found in the first place to pay toward all the expenses incurred on such sale or sale or conveyance in the event of the death or failure therein ordered or incident thereto and in the next place to pay of and discharge all money for the time being owing upon the mortgage made to the S^r J^r Tucker Beckett anduckle Beckett if the S^r stands and pays she be sold as discharged therefrom and in the next place to pay and apply the same due moneys in or towards the payment and satisfaction of the moneys for the time being owing upon the debt of the now abatedly parents and then to pay the surplus (if any) of the S^r moneys to the S^r W^m Foster his heirs assigns or assigns or as then the same be paid or paid for the time being entitled in equity to redeem the S^r stands and payments.

Verbal Admunity Deed to Judge
Reneo Decker & Agnew that the S^r preceding parcel of sale she and in any manner prejudice or affect the right of the S^r Alice Utter her heirs assigns or assigns to produce the equity of redemption of the S^r Mortgage stands and payments or such part thereof as she not have been actually sold under the S^r power of sale
Reneo Decker & Agnew that the require be paid or paid who by act of law charge by deed or conveyance she be for the time being competent in Equity to receive and give an equitable discharge for the S^r moneys thereby received or so much thereof as for the time being she remain unpaid she as assigns of the S^r Alice Utter be indebted with and capable of receiving the S^r part of sale and all other moneys thereby received in or expressed to be given to the S^r Alice Utter

Covenants by the S^r W^m Foster for payment of principal money and int. and that he the S^r W^m Foster and the S^r Geo. Dawson Richardson had in themselves or one of them had in himself great right to grant conveyance and assign the S^r Charles and Sarahsattel stands upon (subject as aforesaid) to the use aforesaid per jure interests (except as hereinafter appeared) and for further assurances (except the parties claiming as legatees in respect of the hereinafter recited mortgage debt) of the S^r J^r Tucker Beckett anduckle Beckett of the 7th day of July 1856

The 1st & 2nd Schedules above referred to
were on the same as those described and comprised in the hereinafter aforesaid

Index of 7th July 1856

Executed by the S^r W^m Fisher and Geo. Pearson
Mickleton and duly attested
Deed in certain M^{rs} enclosed signed and witnessed &
Signed at Wakefield the 13th day of July 1858 in
Book W. A. page 632 of W^m 307

1858 Jan²⁹ By an Index of this date made between the S^r W^m Quaker Beckett and Alice
Beckett of the one part and the S^r Alice Otter of the other part

After reciting the Writings abstracted Index of M^{rs} of the 7th day
of July 1856

Also reciting that the S^r sum of £650⁰⁰ then remained due and
owing to the S^r W^m Quaker Beckett and Alice Beckett by virtue
of the Writings recited Index of M^{rs} but all the S^r had then paid
there up to the date of the then existing Index but the balance
of which remained in the Writings recited Index of M^{rs} had not
been received as the S^r W^m Quaker Beckett and Alice Beckett
did truly advise and the S^r W^m Quaker Beckett and Richard
Beckett having occasion for the S^r principal sum of £650⁰⁰ and
that the S^r Alice Otter had agreed to advance and pay the
same to them upon having an Assignment or transfer made
to her the S^r Alice Otter of the Writings recited Index Security
in manner therein expressed

It was therefore that in certain of the sum of £650⁰⁰ of lawful English
M^{rs} by the S^r Alice Otter to the S^r W^m Quaker Beckett and Alice
Beckett the rest of M^{rs} the S^r W^m Quaker Beckett and Alice Beckett
Did and each of them Did by the now abstracted parents bargain
well assign and transfer unto the S^r Alice Otter her heirs assigns
and assigns

All that the S^r principal sum of £650⁰⁰ secured
by the S^r Writings recited Index of M^{rs} of the
7th day of July 1856
And also all the S^r then or then to become due
in respect of the S^r principal sum
And also the right of
M^{rs} with full power and authority to ask demand

use for repairs and receive and give effectual receipts and discharges for the S principal sum and not to be assigned and every part thereof in the hands or persons of them the S Jrs Quaker Beckett and Lucie Beckett or the heirs of them or his heirs execs or assigns or assigns hereafter and for all or any of the purposes aforesaid from time to time to reprint any substitute or substitutes under her the S Alice Utter her heirs execs assigns or assigns and to rectify or vary any such copy as pleasure

to hold receive and take the S principal sum and not and all other the profits thence assigned or repleased so to be unto the S Alice Utter her heirs execs assigns or assigns for her and their own absolute use and benefit And it was also Michord that for the reasons aforesaid the S Jrs Quaker Beckett and Lucie Beckett

Did and each of them Did grant bargain sell and release unto the S Alice Utter her heirs and assigns

wholly and absolutely All the streets and houses described and comprised in the hypothec abstracted hereof of 7th July 1856 and with more severally particularly desc^d in the 1st & 2^d Schedules therein written (with the S reservation unto Thomas Utter Esq^r as to the right of getting sixp^{ts} per acre out of Dunstone Gile Alley)

And also all other the Streeted Estates Houses Lands tenets streets and farms whate^r and parts and shares or part and share of Houses Lands tenets streets and farms of the S Jrs streets estate standing being or being at Longgate in the parish of Giggleswick or otherwise in the S County of York together with all the appurtenances (except as therein mentioned)

And the reservation of

And all the Estate &c

of both the Estates unto and

of the use of the Estate then her heirs and assigns for ever
subject next to such right or equity of redemption as was
then vested in the Estate then her heirs or assigns by virtue
of the Mortgage recited in the Statute of the 1st July 1556
but with such powers and authorities for selling and disposing
of the Estate and premises and other powers and authorities
and with power and full power to alienate and purchase
as were fully expressed more and contained in the
Mortgage in part recited under the Statute for the security
of the Estate then recited and the Statute then
last recited and assigns and with such other authorities
as fully and effectually to all intents and purposes as
they the Estate then recited and the Statute then
then recited could or might have exercised the same if
the now abstracting prevents had not been made.

Assignment of the Estate then recited to be not constituting
part of the Estate

Conceded by the Estate then recited and
the Statute then recited severally that they had done no act
to inure to

Conceded by said Estate then to witness the Estate
then recited and the Statute then recited on account of their
heirs being used in any certain Estate

The 1st & 2nd Statutes referred to are the same as those set out in
the Statute abstracted under the Statute of the 1st July 1556

Executed by the Estate then recited and the Statute then recited and
the Statute then recited

Recd for £1500 endorsed signed and sealed and
registered at the Statute then recited the 29th December 1855
in book No. 15 page 144 and No. 55

1859 August 20th Statutory Declaration by the Estate then recited as follows viz
I have not to the best of my knowledge and belief in the Statute then recited in the
Statute then recited any power or authority to do any act or thing as hereinbefore

1. That I am upwards of seventy nine years of age and that I have needed at least aforesaid for a period of upwards of forty five years and previously to that at least in the parish aforesaid for six years
 2. That I have and was formerly well acquainted with James Estlin formerly of Stanforth under Borough in the County of York Gentleman dead and with W^m Estlin late of Little in the County of York Gentleman one of the sons of the said James Estlin
 3. That I well know the said James Estlin was for upwards of forty years prior to his decease the absolute Owner of several freehold Estates situate at and in the parish of Stretton in Rillleshdale in the County of York and of a number of sheep Gates or closes still close in the said parish of Stretton in Rillleshdale and of certain rights of Grazing and shephary and other rights appertaining to the said Estates and that the schedule hereunder written marked number 1 contains a description of the said Estates in the parish of Stretton in Rillleshdale aforesaid in upon and over with the said James Estlin in his lifetime and for upwards of forty years prior to his decease duly exercised the usual acts of absolute Ownership and of such Estates he was at the time of his death seized or present as absolute Owner
 4. That I have seen informant and believe the said James Estlin by his will gave and devised to his son the said William Estlin the whole of the said Estates marked in the said schedule hereunder written marked number 1 together with 28 sheep Gates on the said close still close and certain of the said rights appertaining to the said Estates and that the said James Estlin died in a closed the month of February One thousand eight hundred and forty seven without having worked or altered his said will
 5. That since the death of the said James Estlin an Affidavit hath been made to the said William Estlin by the Commr appointed for the discharge of certain Spain Commrs and locate Lands in the parish of Stretton aforesaid in law of the said sheep Gates and of the said rights of shephary and other rights and that the said Affidavit so made to the said William Estlin is particularly in the schedule hereunder written marked number 2 -
- It that the said William Estlin has since the decease of his said father the said James Estlin and since the said schedule closed received the usual Acts of absolute Ownership upon and over the said Estates mentioned in the said ten schedules hereunder 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 Statute or any of them to be called in question or disputed by any person or persons whatsoever.

7. And I make this Statute 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 14th and 15th years of the Reign 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 Votings and Opinions taken and made in several departments of the State and to substitute Declarations in lieu thereof and for the more entire suppression of returning and other judicial Votings and Opinions and to make other provisions for the abolition of unnecessary Votings".

- Schedule Number 1 -
Parliament House Estate

- Description -
with area

	Ac	R	P
Clear	64	0	37
Stagles acre	23	1	5
Snodfield Pass	14	2	2
Crugh ind	2	2	37
Great Stagles bottom	22	3	19
Little Stagles bottom	4	0	16
Common	1	1	7
Call Church	.	1	18
Heffer Close	4	0	25
Heffer Lane	1	0	10
Naarons Close	3	0	30
hee lands	3	0	10
White side	6	3	0
On Stags Close	5	3	5
Gate side	3	2	29
Old Stammer	5	0	39
Widow's plot	2	2	8
Stammer side	6	1	15
Bag side	2	2	1
Bag side ind	.	3	9
Stree Garden &c.	.	1	.
	2	19	3
	2	3	2

From station	Year	Quantity
Dear	1871	3
	1872	0
	1873	0
	1874	0
	1875	0
	1876	0
	1877	0
	1878	0
	1879	0
	1880	0
	1881	0
	1882	0
	1883	0
	1884	0
	1885	0
	1886	0
	1887	0
	1888	0
	1889	0
	1890	0
	1891	0
	1892	0
	1893	0
	1894	0
	1895	0
	1896	0
	1897	0
	1898	0
	1899	0
	1900	0

Number of all items

- Schedule Number 2 -

Delivered and subscribed at stations in the
 parish of Station in the County of York
 the month of June this nineteenth day of August
 One thousand eight hundred and fifty nine

Richard Ginnell

Special Agent
 Commission to administer Oaths in Germany in England