

New Hall, Rathmell, Collection of Documents

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No. 1 1610 Abstract

By Letters Patent 7 May 1609, James I granted the rectory and parsonage of Giggleswick to Francis Phillipps and Richard More of London for the yearly rent or fee farm of £44 (payable to the King for the privilege).

By Indenture 14 June 1609 enrolled in Court of Chancery rectory sold by Phillipps and More to Sir Gervisse Helwysse of Worletbye (County Lincoln) and Sir Richard Williamson of Gainesburghe (County Lincoln)

By Indenture 14 December 1610 Helwysse and Williamson sold half the tithes due to the rectory to John Robinson of Holling Hall for £170, i.e.

Sheaves, straw, corn, grain.

Herbage of parcel of ground in Stainforth under Bargh called Tongue (in tenure of Robinson).

Tenement of Brakenbar.

Grounds at Stangromes, Pindermeyer, Subbowe Crosse, Bentdailes, hempland at Stangromes, all in Giggleswick.

Yielding 45s 7d yearly, payable to the King towards the fee farm rent of £44.

*Thomas Lawkland of Stainforth and Richard Preston of Giggleswick attorneys
8 February 1611*

*In English and Irish law, a **fee farm grant** is a hybrid type of land ownership typical in cities and towns. The word fee is derived from fief or fiefdom, meaning a feudal landholding, and a fee farm grant is similar to a fee simple in the sense that it gives the grantee the right to hold a freehold estate, the only difference being the payment of an annual rent ("farm" being an archaic word for rent) and covenants, thus putting both parties in a landlord-tenant relationship.*

No. 1 1610 INDENTURE John Robinson, Holling Hall, 14 Dec 1610

On paper in poor condition

This Indenture 14th December James 8 (44 Scotland) [1610]. Between Sir Gervisse Hellwysse of Worletbye in the County of Lincoln knight, and Sir Richard Williamson of Gainesburghe in the County of Lincoln knight of the one part, and John Robinson of Holling Hall in the parish of Giggleswicke in the County of York yeoman on the other part. Whereas the king by Letters Patent bearing date 18th May in the 7th year (42 Scotland) of reign, did give and grant to Francis Phillipps and Richard More of London gent amongst other things All that rectory and parsonage of Giggleswicke with all members and appurtenances thereto belonging To have and to hold to them and heirs and assigns forever for yearly rent or Fee farm of £44. And whereas also the said FP and RM by indenture dated 14th June James 7 (42 Scotland) enrolled in the High Court of

Chancery did grant, bargain and sell all the said rectory etc before recited, unto Sir GH and Sir RW their heirs and assigns forever, **Now this Indenture** witnesseth that the said Sir GH and Sir RW for the consideration of £170 by JR paid before the ensembling and delivery etc whereof they acknowledge themselves fully satisfied **Have** granted, bargained, aliened, sold and confirmed all the moiety and full half part of tythes and tenths [*illeg*] sheaves and straw now and forever hereafter growing [*illeg*] within the Lordship town or township fields territories precincts or Liberties of Rathmell And also the moiety and full half part of all [*illeg*] payment concerning tythes of any corn or grain in Rathmell And also the tythe herbage of one close or parcel of ground in Stainforth under Bargh called the Tongue or Tongues now in the tenure of JR or assigns. And also one tenement or house, one barn, one garden and close called Brakenbar close, one parcel of land called Stangromes, one parcel of ground in the Pindermyer, one little parcel of ground at Subbrowe Crosse, one little parcel of ground at Bentdailes, one little hempland at Stangromes of yearly rent 5s 7d in Gigleswicke. And all houses lands meadows pastures feeding commons improved and not improved waste moors mosses woods and underwoods, profits [etc] to the same belonging, had, used occupied for 5s 7d now in possession or occupation of Adam Browne, his assigns **To have** and to hold the said moiety of tythes of corn grain, herbage [etc] by these presents sold to JR, to his onely proper use. To be holden of ... King, heirs and successors, as of his manor of East Grenewitch, Kent, by Fealty only in Free Soccage and not in Capite or by Knight service. **Yeilding** and paying yearly rent of 45s 7d at the receipt of the Exchequer at Westminster or the Bailiff of the fee farm rents, at the feast of St Michael the Archangel and Annunciation of the Blessed Virgin Mary by equal portions. **And** the said Sir GH doth covenant with JR by these presents That JR may take and enjoy the said moiety of tythes of corn, grain, herbage, tenements etc by these presents bargained and sold [etc] or by Robert Somerscales or Henry Somerscales sons of Robert Somerscales late of Gainesburgh deceased or any of them or any other person lawfully under them excepting the aforesaid fee farm rent of £44 and the rent of 45s 7d **And** also the said Sir RW doth covenant with JR [similarly]. **And** the said Sir GH covenant with JR shall at all times within three years continue at the reasonable request costs and charges of JR that he or his Counsel required. And not required to travel above one mile from usual abode. **And** Sir RW likewise covenants with JR. **And** JR to covenant to Sir GH and Sir RW that he will from henceforth pay to the King the rent or sum of 45s 7d towards the fee farm rent of £44 when due. **And** thereof acquits Sir GH and Sir RW for ever. **And** Sir GH and Sir RW appoint Thomas Lawkland of Stainforth and Richard Preston of Gigleswicke yeomen attorneys for them, to enter the premises or any part of them to give possession to JR and ratifying and allowing whatever the attorneys shall do.

In witness whereof the parties above have set their hands and seals, the day first above written.

[<i>Latin text</i>] Recognit Court of Matthew Carew	[<i>Signed</i>]	[<i>Latin text</i>]
..... 8 Feb 161?	Gervase Helwysse Ri Willmson	W Gee

[Various endorsements and signatures on the reverse]

No. 2. 1612 Abstract

John Catterall of Newhall and Richard Catterall his son and heir conveyed property in Rathmell to Samuel Knipe (of Fairbanke, Westmorland) and Nicholas Lyndley (of Farnley, Yorks.). For £750 paid by Knipe and Lyndsey (a third part already paid) the Catteralls have bargained and sold 17 tenements in Rathmell, with tenants and rents quoted (one in Cappleside), 250 acres of moor and waste and commons of Rathmell. £11 17s yearly rent due to John Catterall, then £11 17s to Richard after John's death. John Catterall remains lord of the manor. The total of rents is £11 18s. The discrepancy of 1s is due to a mistake in the calculations on the top of the page. The word 'seaventen' (17) in the text is written over another word scrubbed out. 250 acres of moors, waste, commons in Rathmell are included over which tenants have rights. An added schedule lists the boons and services due to the lord, for each tenant.

John Robinson of Holling Hall and Thomas Craven of Giggleswick are attorneys.

No. 2 1612 INDENTURE John Catterall, Richard Catterall, Samuel Knipe, Nicholas Lyndley
Transcribed by David Johnson

Conventions

- 1. The deed has been transcribed with spelling and upper case/lower case inconsistencies left as in the original.*
- 2. In all cases within the main text contractions have been lengthened in full.*
- 3. In a few places words are difficult to read, either for being on a crease (horizontal or vertical) or having been over-written.*

John & Richard Catteralle Conveyed to
Sam^l Knipe & Nich Lyndley of 17
tenementes in Rathmell Dated this 21st of November
in the 10th yeare of K James
21st November 10th King Jas^l 1612

John and Rich^d Catterall Assignment of 17 Tenements
To in Rathmell for Ever

Sam^l Knipe and Nicholas
Lindley

Sealed signed & delivered in the presence of us
John Champneys of Willmanton Somerset (Wilmington)
Thomas Linnley (or Lumley)
Randall Catterall
William Eccles (marke)

*Plena et pacifica possessio et seisin dat et delibat fuit de et quodam clauso vocat Bankedale
parcell tenementi Jacobi Armistead per et nomine omnuim ten[en]tis infra concessio decimo quarto
die Decembris Annus infrascripte per Thomam Craven Attorn[at]us infranominatus Johis Catterall
et Ric[ardus] Catterall infranominato Samueli Knype in propria persona sua secundum formam et
effectum huius Indentura in ... eorum quorum nomina subscribunt*

Robt Bankes

[translation]

*Full and peaceful possession and seisin was given and delivered of and the close formerly called
Bankedale parcel of the tenement of James Armistead for and in the name of all the tenants named
below [or within named] granted the 14th day of December in the year written below by Thomas
Craven Attorney the below [or within] named John Catterall and Richard Catterall the below [or
within] named Samuel Knype in his own person according to the form and purpose of this
Indenture in their whose names are subscribed*

Robert Bankes

Richard Franckland (marke)

John Houghton (marke)

Leonard Watkinson (marke)

Mathew Procter (marke)

Anno domini 1612

This Indenture made the xxjth Day of November in the Yeare of the Raigne of our Sovereigne
lorde **James** by the grace of God king of England Scotlande France & Irelande defender of the faith
etc That ys to say of England france & Ireland the Tenthe And of Scotlande the Sixe & fortieth
Betwene John Catterall of the Newhall within the Lordshippe of Rawthmell in the Countye of
Yorke esquier and Richard Catterall of Newhall aforesaid gentleman son & heire apparent of the
said John Catterall of the one partye And Samuel Knype of Fairbancke in the countye of

Westmorland gentleman and Nicholas Lyndley of farnley in the saide Countye of Yorke gentleman of the other partye **Wytneseth** that the said John Catterall & Richard Catterall for and in consideracon of the Somme of Seaven Hundreth & fiftye poundes of good Currante englishe Money Whereof a thyrde parte is all readye paid & satisfied by the said Samuell Knype & Nicholas Lyndley to the said John Catterall & Richard Catterall And for the resydue beyng five hundreth poundes for the which securitie ys gyven for payment thereof Att dayes betwene the said parties agreed upon **have Given** granted alyende bargained solde enfeoffed & Confirmed And by these presents do fullye clearlye & absolutelie give grant alyen Bargaine sell enfeoffe & confirme unto the said Samuell Knype & Nicholas Lyndley their heires & assignes for ever **All** that one messuage & Tenement with the appurtenances in Rawthmell aforesaid Nowe or late in the tenure or occupacon of Richard Foster & francis Foster son of the said Richard their assigne or assignes of the Yearly rent of Thirteen shillings **One** other messuage and Tenement with thappurtenances in Rawthmell aforesaide Nowe or late in the tenure or occupacon of William Foster and of James Balderstone or the one of them their assigne or assignes of the yearlie Rent of ten Shillings **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of Richard Houghton his assigne or assignes of the yearlie rent of fower Shillings eight pence. **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of Christofer Banke his assigne or assignes of the yearlie rent of Seaven Shillings sixe pence **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of Richard Francland his assigne or assignes of the yearlie rent of Fiften Shillings **One** other messuage and Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of William Armitstede & Bartholomewe Armitstede his son or thone of them their assigne or assignes of the Yearlie rente of fowerten shillings two pence **One** other messuage & Tenement with thappurtenances in Rawthmell aforesaid Nowe or late in the tenure or occupacon of John Foster his assigne or assignes of the Yearlie rent of eight Shillings **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of Leonarde Watkinson his assigne or assignes of the Yearlie rent of seaven shillings fower pence **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaide Nowe or late in the tenure or occupacon of Richarde Clarke his assigne or assignes of the Yearlie Rent of twentye seaven Shillings **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of Thomas Carre his assigne or assignes of the Yearlie rent of Ten shillings **One** other Messuage & Tenement with Thappurtenances att Capleside within the Lordship of Rawthmell aforesaid Nowe or late in the tenure or occupacon of John Armitstead his assigne or assignes of the Yearlie rent of Twentie one Shillings **One** other Messuage or Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of John Key his assigne or assignes of the Yearly rent of Sixe shillings fower pence **One** other Messuage & Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure & occupacon of James Armitstead & of John Carre blacksmythe or thone of them their assigne or assignes of the Yearlie rent of Twentie Thre shillings **One** other Messuage and Tenement with Thappurtenances in Rawthmell aforesaide Nowe or late in the Tenure or occupacon of John Carre of the Grene his assigne or assignes of the Yearlie rent of five shillings **One** other Messuage and Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the tenure or occupacon of Roger Armitstead his assigne or assignes of the Yearlie rent of Twentie seaven shillings **One** other Messuage and Tenement wthappurtenances (*sic*) in Rawthmell aforesaid Nowe or late in the tenure or occupacon of Gyles Houghton his assigne or assignes of the Yearlie rent of Aleaven Shillings **And** all that other Messuage or Tenement with Thappurtenances in Rawthmell aforesaid Nowe or late in the Tenure or occupacon of William Nowell or Jane Carre Wedowe or thone of them their assigne or assignes of the Yearlie rent of Twentie eight shillings And also all & singular houses Edifices Barnes buildings stables orchards gardings Backsides Tofts Crofts Lands medowes Closes inclosures Improvements pastures fedinges Commons Common of Pasture Cattlegates in stinted pastures moores mosses Turbaries Wayes pathes waters watercourses liberties easements profit

Comodities advantages hereditaments & appurtenances whatsoever To the said several messuages & Tenements & to every or any of them belonginge or in any wise apperteyninge or now or att any tyme heretofore devised used or enjoyed ... partes parcels or members of the same, or of any parte or parcel thereof. And allso the freeholde & soile of all such Closes and Improved grounds as heretofore have \ bene / parcel or parcells of any stynted pasture Closes & groundes in Rawthmell aforesaid And which have bene heretofore assigned & sett forth to the Tenants of the said severall messuages & tenements or any of them to be enjoyed in severaltie for and in lewe of so much Common pasture harbage & fedinge in the said stynted pastures Closes & groundes so devised as did heretofore apperteyne and were occupyed to and with the said severall Messuages and Tenements & to & with every of them And all Woddes underwoddes & Trees standing & growinge & beinge in & upon the premisses above bargained And allso Two hundreth & fiftie Acres of the soile & groundes of all the Moores waistes & Commons of Rawthmell aforesaid or belonginge to the same To be elected & Chosen by the said Samuell Knype & Nicholas Lyndley & their heires or some of them And allso Common of pasture & Common of Turbarie in upon & throughout all the residue of the Commons mores & waistes of Rawthmell aforesaid for all manner of Cattle at all tymes in the Yeaere for them the said Samuell Knype & Nicholas Lyndley their heires and assignes of the premisses and every part therof In as large & beneficiall manner as the tenants & occupiers of the said premisses nowe have or att any tyme hertofore have had & enjoyed the same Common of pasture & turbarie together with the said premisses hereby granted bargained & solde or any parte therof. And allso the Reversion & reversions remainder & remaynders of all & singuler the said premisses And allso the said John Catterall & Richard Catterall for the Consideracon aforesaid have given & granted. And by these presents do give & grant unto the said Samuell Knype & Nicholas Lyndley their heires & assignes All & every such dedes Charters evydences escripts mynemens & wrytings as the said John Catterall & Richard Catterall or either of them nowe have in their possession & Custodye or which be in the possession or Custodie of any other person or persons whatsoever to their or either of their use or uses or by their or either of their deliverie or deliveries And which they or either of them may come by without sewt of lawe onely concernynge the premisses hereby bargained & solde or Onelie any parte or parcel thereof All which Evidences dedes Charters escripts mynemens & wrytings together with trewe Copies to be Wrytten at the Costes & Charges of the said Samuell Knype & Nicholas Lyndley their heires & assignes or some of them of all other dedes evidences escripts & wrytinges which be nowe in the keping of the said John Catterall & Richarde Catterall or either of them as aforesaid concernynge the said messuages & premisses or any parte therof with other Landes & tenements they the said John Catterall & Richard Catterall for them & either of them their & either of their heires executors admynistrators & assignes Do covenante to deliver or cause to be delivered safe & uncanceled unto the said Samuell Knype & Nicholas Lyndley their heires or assignes requyringe the same before the feast day of Easter next comynge after the day of the date hereof **To have and to houlde** all the said Messuages & Tenements the said Two hundreth & fiftie acres of the said moores waistes & commons of Rawthmell aforsaid with Common of pasture & turbarie in the resydue of the said mores of Rawthmell hereby bargained & solde or mentioned or intended to be bargained & soulde & every part & parcel therof to the said Samuell Knype & Nicholas Lyndley their heires & assignes To their onely proper use & uses for ever **Yeildinge** & payenge therfore Yearlie unto the saide John Catterall & his assignes for & duringe his lyfe The Yearlie rent of Aleaven poundes Seaventen Shillings of lawfull englishe money att the feastes of Penticcoste & Saint Martyn the Byshoppe in wynter by equall & eaven porcons And Yeildinge and payenge after his death to Richard Catterall & the heires males of his bodye lawfully begotten \ & to be begotten the yearlie rent of xj^{li} xvij^s att the feastes aforsaid / And for default of such Issewe Then to the heires males of the bodye of the saide John Catterall lawfully begotten & to be begotten And for default of such issewe Then **Yeilding** & payenge the said yearlie rent of Aleaven Poundes seaventen Shillinges to the right heires of the said John Catterall for ever And yf ytt happen the said Yearlie rent of Aleaven Poundes seaventen Shillings or any parte therof to be behind or unpaide after either of the said feasts wherin the summe shall growe Dewe & payable by the space of twelve daies beinge lawfullie demanded

That then & so often yt shall & may be well lawfull to & for the said John Catterall & his assignes for & duringe his life And after his death To & for the said Richarde Catterall & his heires males of his bodie lawfullie begotten & to be begotten. And for defalt of such issue Then to & for the heires males of the bodie of the said John Catterall lawfullie begotten & to \ be / begotten. And for defalte of such yssue Then to & for the right heires of the said John Catterall Respectively to enter into the said messuages Tenements & premisses or any parte therof and distreigne for the said rent so beinge behind & not paid And the distresse or distresses their found To take Lead Dryve Chase carrye away Impounde or with him & them to deteine and holde untill the said rente & arrearages therof yf any such shall happen to be. Be fullie & wholie satisfied & paid And also yeildinge doenge & discharginge yearlie & every year hereafter for the said premisses to the said John Catterall & his assignes for & duringe his life And after his Death to the said Richard Catterall & the heires males of his bodie lawfullie begotten & to be begotten And for defalt of such Issue then to the heires males of the bodie of the said John Catterall lawfullie begotten & to be begotten And for defalt of such issue then to the righte heires of the said John Catterall all such bownes & services to be done & made within the lordshippe of Rawthmell aforsaid as in a Scedule indented hereb[y] annexed are sett downe & specified beinge the accustomed bownes & services for the said premisses upon two daies warnynge given for the same And also Yeildinge & doenge att all tymes hereafter unto the said John Catterall & his assignes for & duringe his life And after his death to the said Richard Catterall & to the heires males of his bodie lawfullie begotten & to be begotten. And for defalt of such Issue then to the heires males of the bodie of the said John Catterall lawfullie begotten & to be begotten And for defalt of such issue then to the right heires of the said John Catterall for ever sewte \ to the myll of Rawthmell aforsaid / with their Corn & Graynes growinge & to be spent in & upon the saide premisses and Yeilding or payenge such moultures Toole & services meal for the gryndinge of the same Corne & graine as heretofore have bene usuallie paid **And** also yeildinge makeinge & doynge from tyme to tyme sewte & services att the Courte to be holden for the mannor of Rawthmell aforsaid upon lawfull summons & warnynge to be given therof as heretofore haithe bene usuallie used & accustomed And as the freholders of the same mannor have heretofore used to doo And yf ytt happen the said bownes sewtes & services or any of them att any tyme hereafter to be behynde & be not made or done by the saide Samuell Knype & Nicholas Lyndley their heires or assignes in manner & forme abovesaid That then & so often yt shall & may be lawful to and for the said John Catterall & his assignes for & duringe his life and after his death to & for the said Richard Catterall & the heires males of his bodie lawfullie begotten & to be begotten And for defalte of such Issue then to the heires males of the Bodie of the said John Catterall lawfullie begotten & to be begotten. And for defalt of such yssue then to & for the ryght heires of the said John Catterall Respectively To enter \ into the said premisses or any parte therof / & distraigne for the said bownes sewtes & services of the said Premisses And the distresse or distresses so taken to leade dryve Chase Carrye away Impounde or houlde unto such tyme as reasonable amendes according to the valewe of the said bownes sewtes & services so withdrawn and not done be made satisfied or paid to the said John Catterall for & duringe his life And [after] his death To the said Richard Catterall and the heires males of his bodie lawfullie begotten & to be begotten. And for defalt of such yssue then to the heires males of the bodie of the said John Catterall lawfullie begotten & to be begotten And for defalt of such yssue then to the \ right / heires of the saide John Catterall upon his bodie lawfullie begotten & to be begotten **And** the said Samuel Knype & Nicholas Lyndley for themselves their heires executors administrators & assignes & every of them do covenant promyse & grant to & with the said John Catterall & Richard Catterall their heires & assignes by these presents That they the said Samuell Knype & Nicholas Lyndley their heires & assignes & every of them Shall & will frome tyme to tyme And att all tymes hereafter for ever not onely Yeild & do the said bownes sewtes & services to & att the said myll & Courtes in manner & forme abovesaid But also shall & will observe abyde performe & keepe All & every such reasonable order payne & bylawe as shalbe att any tyme hereafter from tyme to tyme reasonable & lawfullie made sett downe & agreed upon by the Bylawe men homage & Jurye of the said mannor att the sid Courtes or any of them as

heretofore haith bene accustomed And allso shall & will content & pay or cause to be contented & paid to the said John Catterall & his assignes for & durynge his life And after his death to the said Richard Catterall & the heires males of his bodye lawfullie begotten & to be begotten And for default of such yssue Then to the heires males of the bodye of the said John Catterall lawfullie begotten & to be begotten And for default of such yssue then to the ryght heires of the said John Catterall requyring the same All & everye such fyne & fynes amercyament & amerciamentes such Somme & Sommes of money as hereafter shalbe orderlie & lawfullie presented to be forfayted by the said Samuell Knype & Nicholas Lyndley their heires or assignes or any of them And which shalbe reasonable taxed sett & effeared upon them the said Samuell Knype & Nicholas Lyndley their heires or assignes or any of them att the said Court to be kept att Rawthmell aforsaid for the breakinge transgressinge & not performyng of any such reasonable & lawfull or deu payne or bylawe made or to be made Within the said Mannor for the Common Wealth and Benefitt of the tenantes & inhabitants therof or for the maintenance of good order & Neighbourhead amongst the said tenantes & inhabitants or any other offence or default heretofore lawfullie Used or accustomed to be presented & amerced payned or punished att the Courte of the said Mannor And further for non payment therof by the space of twelve daies next after the same shalbe soo demanded & required or that the said amercyament or amerciamentes beinge taxed & sett as aforsaid be not paid To the Bailliffe or officer of the said John Catterall & his assignes for & durynge his lyfe & After his death of Richard Catterall & the heires males of his bodye lawfullie begotten & to be begotten And for default of such yssue Then of the heires males of the bodye of the said John Catterall lawfullie begotten & to be begotten And for default of such yssue Then of the ryght heires of the said John Catterall That then it shalbe lawfull to & for the said John Catterall & his assignes durynge his life And after his death to & for the said Richard Catterall & the heires males of his bodye lawfullie begotten & to be begotten And for default of such yssue then to & for the heires males of the bodye of the said John Catterall lawfullie begotten & to be begotten And for default of such yssue then to & for the ryght heires of the said John Catterall respectively into the said Premysse above granted or any parte therof to enter & distreigne And the distresse or distresses their found To lead dryve Chase Carry away deteine & houlde untill such tyme as the said amercyament amerciamentes fine & fines Some & Sommes of money & forfeitures be fullie satisfied & paid to the said John Catterall for & during his life And after his death To the said Richard Catterall & heires males of his bodye lawfullie begotten & to be begotten. And for default of such yssue Then to the heires males of the bodye of the said John Catterall lawfullie begotten & to be begotten And for default of such yssue then to the right heires of the said John Catterall or some of them **And** the said John Catterall & Richard Catterall for themselves & either of them & either of their heires \ Executors / Administrators & assignes & every of them do Covenante promyse & grant to & with the said Samuell Knype & Nicholas Lyndley their heires & assignes by these presentes That they the said John Catterall & Richard Catterall att the tyme of the seallinge & deliverye of these presentes are or thone of them ys & att the tyme of Thexecution of the first estate therupon to be paid Shalbe of all & every of thes[e] messuages farmes tenementes Commons waistes & common of pasture & turbary & all other the premisses here by bargained & sold or mentioned to be bargained & sold lawfullie seized of a good lawfull perfect & absolute estate of inherytance in fe symple or fee Taile without any Condiscon mortgage or lymitacon To alter change or repeate the same And nowe have or those of them haith in his or their

new page

owne Right full power & lawfull Authoritye To give grant alyen Bargaine & sell All & every the said Messuages farmes Tenementes Commons Waistes & Commons of pasture & turbarye & all other the premisses with appurtenances & every parte therof to the said Samuell Knype & Nicholas Lyndley their heires & assignes for ever in manner & forme aforsaid And that the said Samuell Knype & Nicholas Lyndley their heires & assignes Shall or may from hence forth for ever peaceable & quyetye Have holde occupie use possesse & enioye all & every the said Messuages and farmes or Tenementes the said five (*should be two*) hundreth & fiftie Acres of the said Commons moores & waystes & all other the premisses hereby granted bargained & solde or

mentioned to be granted bargained & sold with appurtenances Without anye lett sewt troble denyall
eviction eiection or incumberance of them the said John Catterall & Richard Catterall their heires &
assignes or any of them and of every other person & persons whatsoever And that all & everye the
said Messuages farmes or Tenementes Commons & waistes with Common of pasture & turbarie &
all & singuler other the premisses aforesaid with appurtenances hereby granted bargained & solde or
mentioned to be granted bargained & sold & every parte therof Nowe bee and so shall remaine unto
the said Samuell Knype & Nicholas Lyndley their heires & assignes for ever free & Cleare or
otherwise upon every reasonable request to be made to the said John Catterall & Richard Catterall
their heires or assignes or any of them sufficientlie save & kept harmles of & from all manner of
former & other Bargaines sailes Jointures dowers alyanations feoffmentes statutes Marchante & of
the staple recognizances Judgmentes executions debtes of recorde Condempnations rentes
arrearages of rentes fees Annuities Condicons forfeitures escheates yssewes fynes amerciamentes
fynes for alyanation ouster-le-maines* & of & from all manner of other charges troubles &
incumberances Whatsoever they be had made done suffered or consented unto or hereafter \ to be /
had made done suffred or consented unto by the said John Catterall & Richard Catterall or either of
them or by \ any / other person or persons whatsoever clayminge or pretendinge any right tittle
estate or Interesse in too or out of the same or any parte or parcell therof The Yearlie rent above
herein reserved & the bownes sewtes of myll & of Courte and other the Covenantes herein to be
performed And all lease & leases for life or lives or Yeares heretofore made & lawfullie executed of
the said premisses or any of them by the said John Catterall or by William Catterall late father of
the said John Catterall to the nowe or late tenantes or occupiers therof And the rentes & services
from henceforth to bedewe to the Cheiffe Lorde or Lordes of the fee or fees therof excepted &
allwaies foreprised **And moreover** That they the said John Catterall & Richard Catterall & their
heires & the heires of them and everye of them and Judith Catterall nowe wife of the said John
Catterall And Jane Catterall nowe wife of the said Richard Catterall & all & every other person &
persons clayminge any estate in the above granted premisses or any parte therof by from & under
them or anie of them, Shall & will att all tymes hereafter & from tyme to tyme for & duringe the
space & tearme of five Yeares nowe next comynge att & upon every reasonable requeste or
requestes and att the Costes & charges in the lawe of the said Samuell Knype & Nicholas Lyndley
their heires or assignes or any of them make doo knowledge & execute and \ suffer / All & every
such further & reasonable acte & Actes thinge & things devise & devyses assurance & assurances
in the lawe whatsoever for the further better & more perfect Assurance secuertie & secuer makinge
of all the saide premisses herein mentioned to be granted bargayned & sold and every parte &
parcel therof To the said Samuell Knype & Nicholas Lyndley their heires & assignes accordinge to
the trewe meaninge of these presentes Be it by fyne or fynes feoffment Recoverye with single or
double voucher or vouchers dede or Deeds inrolled or not inrolled Thinrollment of these present
indentures release or Confirmacon with warrantie against all people or without Warrantye or by all
or any of the said waies or meanes or by any other lawfull & reasonable waies or meanes
whatsoever As by the said Samuell Knype & Nicholas Lyndley their heires or assignes or his or
their Counsell learned in the lawe shalbe reasonablie & lawfullie devised or advised & required.
And also that all & every other person & persons which nowe stande or are seized of the said
premisses before in & by these presentes mentioned to be granted bargained & sold or any parte or
parcel therof shall in consideracon of the Somme of money before in these presentes mentioned
from tyme to tyme and att all tymes hereafter for ever Stande contynewe & be seized of the said
premisses & of every parte & parcel therof And also that all fynes Recoveries and all other estates
assurances & conveyances whatsoever \ hereafter / to be made done knowledged or suffered of the
said before bargayned premisses & every or any parte therof by them the said John Catterall &
Judith his wife Richard Catterall & Jane his wife or any of them by force & vertue of these
presentes (as aforesaid) Shalbe To the onely use & behowffe of the said Samuell Knype & Nicholas
Lyndley their heires & assignes for ever And to no other use intent meanyng or purpose att all in
any Wise **And** the said John Catterall & Richard Catterall & their heires All those the said severall
messuages & farmes or Tenements the said Two hundreth & fiftie Acres of the said Commons &

waistes of Rawthmell and the said Common of pasture & Turbarye and all other the said hereby bargained & granted premises or mentioned to be granted & bargained with their & every of their appurtenances to the said Samuell Knype & Nicholas Lyndley their heires & assignes against all people shall & will warrant & for ever defende by these presentes **And** the said John Catterall & Richard Catterall have made constituted sett appointed & putt And by these presentes doo make constitute sett appointe & putt their trustie & welbeloved John Robinson of Hollin Hall within the lordship of Rawthmell aforesaid And Thomas Craven of Giggleswicke in the said countie of Yorke Yeomen Their trewe & lawfull attorneis Jointly or severallye To enter into the said messuages lands Tenementes Two Hundreth & Fiftie Acres of the mores pastures & Commons of Rawthmell aforesaid & commons of pasture & Turbarye upon the resydue of the said mores waistes & Commons & all other the premisses withall & singuler thappurtenances or into some or any parte or parcell thereof in the name & lewe of all the afore mentioned premisses And to take full peaceable & quyett possession and Seizin of in and upon all the said messuages Tenementes & premisses with appurtenances or of some parte or parcel therein for & in name & lewe of the whole mentioned premisses And the full peaceable & quyett possession & Seizin so had & taken as aforesaid The said attorneis Jointlie or severallie to deliver unto the said Samuell Knype & Nicholas Lyndley or thone of them or to their or either of \ their / Attorney or Attorneis accordinge to the forme effect & trew meanynge of these presents And what soever the said Attorniey or Attorneis Jointlie or severallie Shall do or happen to do herein as touchinge the premisses The said John Caterall & Richard Catterall do by these presents ratifie establishe & allowe as thoroughlie wholie & sewerly And in as large ample & beneficiall Manner & forme as yf they were there present in their owne proper persons **In wites** whereof both the said parties to these present Indentures interchangeablie have sett to their handes & seales the day & Yeare first above wrytten:

A Scedule Indented made the day & yeare first above in these presentes herunto annexed \ mentioned / of all & singuler the Bowne & Bownes Customes & services of all the Tenantes farmers & occupiers of all the within mentioned messuages farmes & Tenementes & other the above mentioned premisses due & to be done by the within named Samuell Knype & Nicholas Lyndley their heires & assignes yearlie & every yeare or in such sorte manner & forme as hereafter ys expressed unto the said John Catterall & his assignes for & durynge his lyfe And after his death Too the above named Richard Catterall & the heires males of his bodye lawfullie begotten & to be begotten And for defalt of such yssue To the heires males of the said John Catterall upon his bodye lawfullie begotten & to be begotten And for defalt of such Issue to the ryght heires of the saide John Catterall for ever **And** first the said Samuell Knype & Nicholas Lyndley for them selves & either of them their heires & assignes & every of them do covenante promyse & grant to and with the said John Catterall & Richard Catterall their heires & assignes To do yeilde & paye these bownes hereafter expressed to the use & uses abovesaid First for the severall messuages farmes & Tenementes in the severall Tenures & occupacons of Richard Foster John Armitstead Richard Clerke William Armitstead James Armitstead William Foster Roger Armitstead Gyles Houghton & William Nowell Thomas Carre & for them & every of them yearlie one day plowinge one day harrowinge one day turves gravinge one daies turves drawinge one day mowinge one day shearinge of Corne & Ten Cartfull of Turves leadinge with able & sufficient persons att usual daies & accustomed tymes And for the severall messuages farmes & Tenementes in the severall tenures & occupacons of Leonard Watkinson Christofer Banckes & John Key And for them & every of them yearlie one daie mowinge one daie shearinge one daies turvegravinge one days drawinge of turves and thre cartfull of turves leadinge with able & sufficient persons att usuall & accustomed dayes & tyme And for one messuage farme & Tenemente in the possession of Richard Franckland every second yeare one daie plowinge & every yeare one daie shearinge one daie turves gravinge one daie Harrowinge one daie drawinge of turves & five Cartfull of turves leadinge And for one messuage farme & Tenemente in the tenure & possession of John Carre of the grene yearlie one day plowinge one day harrowinge one day shearinge one daie turves gravinge one daie Drawinge Turves & five Cartfull of Turves leadinge two loode of Coles leadinge on horse backe And for one messuage farme & Tenemente in the Tenure & occupacon of John Foster yearlie one daie Turves

gravinge one day Turves drawinge one daye shearinge & sixe Cartfull of Turves leadinge And also for one messuage farme & Tenemente in the tenure & occupacon of Richard Houghton every yeare one dayes gravinge of turves one day drawing of Turves one day shearinge of Corne one day mowinge & two lodes of Cooles on horse backe with able & sufficient persons att usuall daies & accustomed tymes havinge allowance of meate and Dryncke att all tymes forever as haith bene heretofore & usuallie accustomed

* *ouster-le-main* means a legal delivery of land out of the monarch's hands when the monarch has no title

No 3. 1614 Abstract

Indenture Conveyance 11 September 1614

*John Robinson of Holling Hall (wife Anne) to William Bankes of Huggon House.
William Bankes is to marry Alice Robinson, daughter of John Robinson.*

John Robinson had previously bought a piece of land, Old Garth next to Huggon House, from William Bankes and is now selling it back to William Bankes as part of the marriage settlement. William is paying £110 for the Old Garth, lying on the north side of Huggon House, occupied by William Bankes and his father Christopher Bankes.

John Robinson is also selling half the tithes of Rathmell (corn, grain, sheaves) which he had previously purchased from Sir Hellwysse and Sir Williamson in 1609/1610 (14 October 1610; probably meant to be December).

In addition John Robinson is transferring a bond between John Robinson and Adam Browne concerning covenants in the Indenture. Previously John Robinson had sold to Henry Foster and Roger Cooke of Stainforth under Bargh the tithe for the parcel of land called Tongue and sold the tenement at Brackenbur to Adam Browne, both of which were in the 1610 Indenture. Yielding to the King 40s towards the fee farm rent of £44 for the rectory of Giggleswick.

No. 3 1614 INDENTURE Conveyance

John Robinson and William Bankes, conveyance of Old Garth and certain tithes before marriage of Alice Robinson to WB etc.

This Indenture made 11th September James 12 (Scotland 48), 1614. **Between** John Robinson of the Holling hall in Rathmell, County of York, yeoman, on the one part and William Bankes of the Huggonhouse, Rathmell, the other part. **Witnesseth** JR in consideration of sum of £110 paid by WB acknowledged by JR and also for and in consideration of a marriage shortly to be solemnised between WB and Alice Robinson daughter of the said JR towards their better preferment **hath** granted bargained, sold, JR doth bargain etc unto WB all that one parcel of ground commonly called the old Garth, estimated nine falls, on the north side of the mansion house now in the tenure of WB and of Christopher Bankes his father at Huggonhouse, which parcel JR lately had, and purchased of WB and all woods and underwoods thereupon, and all ways, liberties, easements thereto belonging. **And also** the full moiety or half part of tithes and tenths of corn, grain, sheaves, within the lordship, town, township, townfield, territories, precincts or liberties of Rathmell. Also the moiety of rents etc payable for tithes or tenths of corn or grain in Rathmell and all profits, commodities to the premises belonging as JR had (amongst other things), purchased from Sir Gervase Hellwise and Sir Richard Williamson knights (indenture 14th October James 8, Scotland 44). **And also** JR by these presents doth bargain and sell unto WB the old garth, and also the said indenture from Sir GH and Sir RW and the counter part of an indenture made

between JR and Adam Browne and a bond for the performance of the covenants thereof etc. and other evidences. **To** have and to hold the old garth, woods underwoods etc belonging to WB to the only use of WB his heirs and assigns for ever. To hold of the chief lord of the fee by the services therefore formerly due and of right accustomed. **To have** and to hold all that moiety of tithes of corn and grain and of all manner of rents within Rathmell and all other premises by these presents sold to WB to be holden of the King of his manor of East Greenwich (Kent) by fealty only in free socage and not in capite or by knight's service. **Yielding** to King, or his bailiffs or receivers, rent or fee farm of 40s towards the fee farm rent of £44 for the whole rectory or parsonage of Giggleswicke. **And the said** JR the old garth and the moiety of tithes of corn and grain etc to WB will be granted by these presents for ever. **And** JR covenants with WB that WB shall lawfully occupy **And further** the hereby bargained and sold premises will remain unto WB, with the fee farm rent of £44 and the rents and services to the chief lord of the fee **And moreover** that the said JR his heirs and Anne his wife, or either of them, shall within the next seven years on reasonable request of WB do exercise and assure for the better conveyance of the premises to the said WB, heirs and assigns for ever. **Be it** by fine or fines [standard text] **So as the** said JR and Anne his wife be not compelled to travel more than twenty miles from their abode for the executing of any such assurances. **And finally** it is agreed between the parties that whereas JR has sold to Henry Foster and Roger Cooke of Stainforth under Bargh yeomen the tythe herbage of one Close called the Tongue or Tongues, and has likewise sold to Adam Browne one messuage or tenement with appurtenances at Brackunbur, within the township of Giggleswicke and has covenanted to them forth his evidences concerning these, whenever the same needs to be seen, now WB covenants similarly to HF, RC and AB and shall at all times hereafter keep indemnified JR, his heirs etc. **In Witness** the parties above have set their hands and seals the date above written. [Signed] by me John Robinson

[Overleaf, various endorsements and signatures]

No 4. 1631 Abstract

By Indenture of 4 March 1600 John Catterall was granted the lease of a messuage in Rathmell (unspecified) lately occupied by Robert Browne, father of Thomas and Francis Browne (notary public) for yearly rent of 23s.

The lease was confirmed by Indenture of 4 September 1601 by Richard Catterall, son and heir apparent of John Catterall, to Francis Browne.

Robert Carr is possessed of one half of the messuage. He now leases half of the arable, meadow and pasture called Tarnes as marked out in the north. Yearly rent of 1s 8d towards the 23s whole rent plus one cartfull of turves (part of the boone for the premises).

No: 4 1631 INDENTURE Assignment Robert Carr to Thomas Browne, half of ground in north end of Tarnes

This Indenture made the twentieth daie of Auguste in the seaventh yeare of the Reigne of our gracious sovereigne Lorde Charles by the grace of god kinge of Englande Scotland France and Ireland etc 1631 **Betweene** Robert Carr of Rawthmell in the County of yorke husbandman on thone partye & Thomas Browne of Rawthmell aforesaid yeoman on thother partie **whereas** John Catterall of New hall in Rawthmell aforesaid Esquier by his Indenture of lease dated the fourth daie of March in the xlij th yeare of the Reigne of our late sovereigne ladie Queene Elizabeth did demise grante & to farme let unto one Francis Browne of the Cittie of yorke notarie public & amongst other things

all that messuage farm or tenement with all & singular it appurtenances situate lieinge & beinge in Rawthmell aforesaid sometime in the possession of one Robert Browne deceased late father of the said Thomas Browne & Francis Browne & then in the tenure of the said Francis his assigne or assignes of the yearly rente of xxiiij s **To have and** to houlde all & every the said premisses to the said Francis Browne his executor and assignes from the date of the said Indenture for & dureing the whole tyme & tearme of one hundreth yeares from thenceforth nexte and immediatlie followinge and the same fully to be complete finnishd and ended, for payment of the said xxiiij s rente yearly at Martinemas and penthecoste by equall porcons & doing and performeinge the accustomed boones dureing the sayd tearme, as more att large by the said Indenture it doth and maie appeare which said lease & estate was afterward approved and confirmed by Richard Catterall sonne & heir apparent of the sayd John Catterall as maie also appeare by one Indenture of Confirmation made by the said Richard Catterall to the said Francis Browne and dated the fourth day of September in the xliij th yeare of the said late queene Elizabeth her Reigne **And** the said Robert Carr being lawfully estated interessd and possessed of one moietye or one full halfe parte of the said messuage or tenement with all & every appurtenances by force and vertue of sundrie meane conveyances (as by the said meane conveyances reference being thereunto had maie appeare) for & in consideration of seaven pence of current English money To him the said Robert Carr well & truly satisfied, contented & payd by the said Thomas Browne before the sealing & delivery herof: the receipt whereof the said Robert doth hereby acknowledge; & thereof and of every parte & parcell thereof doth clearly and absolutely exonerate acquite & discharge the said Thomas Browne his heirs executors administrators & assignes for ever by these presents Hath granted bargained demised assigned and sett over & by these presents doth clearlie & absolutely grante bargaine demise assigne sett over and confirme unto the said Thomas Browne his executors administrators and assignes a moietye or one full halfe parte of all the medowe arable and pasture ground commonlie called by the name of Tarnes belonging to the aforesaid tenement and the said moietye or full halfe parte being in the north end of the said Tarnes as the same is nowe marked meared and set forth or as the same maie hereafter be marked meared & more rightlie set forth or devided situate lieing & beinge in the north end of the said tarnes nexte adjoyneing to the inheritance of the said Thomas Browne in Rawthmell aforesaid & all & singular waies easements liberties, waters, watercourses pathes profits & appurtenances thereunto belonging or in any wise appertaineing **To have** and to hould use occupie possesse & enjoy unto the said Thomas Browne his executors administrators & assignes the said moietye or one full halfe parte of the said medowe pasture & arable grounde in the North end of the said Tarnes all and singular other other [*sic*] the premisses by & in these presents demised and granted for & dureing all the reste residue time & tearme of the said hundreth yeares where yet to come & unspent mentioned in the said originall Indenture yeilding & paying therfore yearly from henceforth dureing the said tearme to the said Robert Carr his executors administrators or assignes the rente of one shillinge and eight pence of currente English money att the rent daies above mentioned by equall portions towards and in parte of the whole rente of xxiiij s reserved upon the said lease and also leading or causing to be lead yearly dureing the said tearme one cartfull of turfes in Rawthmell aforesaid to whom the same shalbe came due for the tyme beinge as a parte of boones due for the premisses **And** the said Robert Carr for him selfe his heirs executors administrators and assignes doth covenant promise to & with the said Thomas Browne his executors and assignes & to & with every of them by these presents that the said Thomas Browne his executors and assignes and every of them shall or lawfull maie att all tymes hereafter & from time to time for & dureing all the reste residue & tearme nowe to come of the said hundreth yeares have hold use occupie possesse enjoye all & singular the said hereby granted premisses without any lawfull let suite trouble, molestation eviction erection or incumbrance whatsoever of the sayd Robert Carr his executors administrators or assignes or of any other person or persons whatsoever lawfull claiminge by from or under him or them **And** that the said Robert Carr his executors administrators or assignes dureing the said tyme & tearme shall well & truly paie and discharge all and singular rents boones castes laies galdes sesments dues & duties whatsoever from time to time due for the premisses or any parte therof & save and keepe harmlesse & undamnified the said

Thomas Browne his executors administrators and assignes of for or touching the same the said rente of one shillinge eight pence & said cartfull of turfes leading herein reserved onely excepted and foreprised **In witsesse wherof** the persons aforesaid and to the severall partes of these Indentures Interchanngably have set their hands and seales the day & yeare first above written.

[Signed] Thomas Browne

[Overleaf - signatures etc]

No. 5 1636 Abstract

This must be John Catterall of Gawthropp bp c1605 son of Richard since the earlier John bn 1553 would be too old in 1636. Richard had a wife Jane who later married Thomas Sommerscales after Richard's death and is known to have a son John.

John Caterall of New Hall and Samuel Knipe of Fairbank are tenants in common of the manor of Rathmell which includes New Hall, Holling Hall and the mill. They are going to divide the property into two parts. Samuel will have Holling Hall and John Caterall New Hall. They will have half shares in the mill and share costs equally, including the miller's wages. New Hall is in a better state than Holling Hall so John Caterall will pay Samuel Knipe £40. The associated lands are named.

No. 5 1636 INDENTURE Deed of Partition John Catterall and Samuel Knipe On the outside

A partition betwene John Caterall ...

Samuel Knipe gent of the ... of Rathmell

6^o die Januarij 1636^o

xviiij^o October 1642

... gent

Moore Et al Showed to Henry Lawson a witsesse on the behalfe of the sd plt the day & yeare ...

Thos. Remington

Willm. Banke

Administration of Lordshipp of Rathmell between John Catterall and Sa^l. Knipe

This Indenture made the Sixt daie of Januarie in the Twelfth yeare of the reigne of our sovereigne Lord King Charles by the grace of God of England Scotland France and Ireland defender of the faith &t 1636 Betwene John Caterall of Newhall in Rawthmell in the Countie of Yorke Esquire on the one partie and Samuel Knipe of Fairbancke in the Countie of Westmorlannde gent on the other partie **Witnesseth** that whereas the said John Caterall and Samuel Knipe are at the making of these presentes seized in Fee to them and their heires as Tennantes in Common of an estate of inheritance in Fee simple of and in the Mannor of Rawthmell afforesaid in the said Countie of Yorke, as of and in the Capitall Mesuage or Mannor house before menconed called Newhall and one other Mesuage or Tenement called Hollinghall, One watercornemill, and diverse and sundry Mesuages, Cottages, landes tenementes, meadows, pastures, Commons, Common of pasture and turbarie and other hereditamentes and appurtenances to the said Mannor and premisses belonging and appurteyning, and have enjoyed and do enjoy the said Mannor Mesuages landes tenementes and hereditamentes ioyntly and undevided **Now** the said John Caterall and Samuel Knipe for diverse good causes and consideracons them theirunto moving have made partition separacon and division of the said premisses, and by these presentes do make division, partition, and separacon of all the said Mannor, Mesuages, landes, tenementes, hereditamentes, and other the premisses in manner and forme following **First** it is covenannted, grannted, concluded and agreed betweene the said parties, And the said John Caterall for himselfe his heires executors and administrators and every of them dothe

covenannte grannte, conclude, condescend, and agree to and with the said Samuel Knipe his heires and assignes That hee the said Samuel Knipe his heires and assignes shall have, occupye and enioy for his and their parte, purpartie, and porcon of the said Mannor, Mesuages, landes, tenementes, hereditamentes, and other the premisses before menconed **All** that the said Mesuage & Tenement called Hollinghall, with all and singuler houses, edifices, barnes, stables, orchards, garthes, gardens, landes, meadowes, pastures, Commons, Common of pasture and turbary, waies, pathes, waters, watercourses, woodes, underwoodes, liberties ... and appurtenances ... thereunto belonging or in any wise appurteyning together also with the ... of groundes and closes hereafter menconed, that is to say, The Crossethwaite, the forth parte of the Roughthwaite, the Crossewood, and the south end of the Northwood as the same is now devided, the Ellis close, the wheat close, two parcels of grounde called Nethehole, and two parcells of grownde, thone called Riddhill, thother Hipping land, the one moietie or halfe of the said watercornemill and of all dammes and floodgates, moulture, toll, service meale, and all other proffittes incident and belonging to the said mill, the full moietie and one halfe yearly for ever of all and singuler rentes, boones, perquisites of Court, suites, services, Royalties, and other proffittes, commodities, emolumentes, benefittes, and advantages whatsoever incident and belonging to the said Mannor of Rawthmell, And the moietie or one halfe of all the Commons, moors, mosses, turbary, and wastes of and belonging to the Mannor, with the soile theirof when the same may bee conveniently devided, and till the same bee devided a ratable proporcon and moietie of Common of pasture, herbage, & turbary in upon and throughout all the said Commons, moores, and mosses of and belonging to the said Mannor of Rawthmell afforesaid, And also the moietie or one halfe of all such other Mesuages, landes, tenementes, & hereditamentes whatsoever they bee in Rawthmell afforesaid whereof or whereunto the said John Caterall and Samuel Knipe are possessed, interested, or intituled with thappurtenances **And the** said Samuel Knipe for himselfe his heires executors and administrators and every of them doth Covenannte, grannte, conclude, condescend, and agree to and with the said John Caterall his heires and assignes, That he the said John Caterall his heires and assignes shall have occupye, and enioy for his and their parte purpartie, aand porcon of the said Mannor, Messuages, landes, tenementes, hereditamentes and other the premisses before menconed **All** that the said Capitall Messuage or Mannor house before menconed called Newhall, with all and singuler houses, edifices, barnes, stables, orchards, gardens, landes, meadowes, pastures, Commons, Common of pasture and turbary, waies, pathes, waters, watercourses woodes, underwoodes, liberties, easementes, and appurtenances whatsoever theirto belonging or in any wise appurteyning, together also with these particuler parcells of grownde and Closes hereafter menconed, that is to say, the Moore close, the Conygarth, the Lithbankfeild, the Lithbank browe, the Cutlers house with the crofte and garth or garden thereunto belonging, the Kilnesike close, the Intack close, the north parte of the roughe Thwaite, and the north parte of the north wood as the same are now marked meared and sett forth, all those Closes or meadowes called the Carrs at the north side of the Ellis close, the close called the Lower stubbing, the Cornerclose, and one parcell of lande lying at the Carr dubb at the end of the Stubbing, the moiete or one halfe of the said watercornemill, and of all dammes, floodgates, moulture, toll, service, meal, and all other proffittes incident and belonging to the said Mill, the full moietie and one halfe yearly for ever of all and singuler rentes, boones, perquisites of Court, suites, services, royalties, and other proffittes commodities, emolumentes, benefittes and advantages whatsoever incident and belonging to the said Mannor of Rawthmell, And the moietie or one halfe of all the Commons, moores, mosses, turbary and wastes of and belonging to the said Mannor, with the soile theirof when the same may bee conveniently devided and till the same bee devided a ratable proprcon and moiety of Common of pasture, herbage and turbary in upon and throughout all the said Commons, moores and mosses of and belonging to the Mannor of Rawthmell afforesaid, And also the moiety or one halfe of all such other Messuages, landes, tenementes and hereditamentes whatsoever they bee in Rawthmell afforesaid, whereof or whereunto the said John Caterall and Samuel Knipe are possessed or intituled with thappurtenances **And the said** John Caterall and Samuel Knipe severallie for them selves and their heires executors and assignes covenannteth and grannteth to and with ech other severally their heires executors and assignes by

these presentes in manner and forme following (that is to saie), that the same division and partition alreadie made before the making of these presentes by William Bankes of Gigeswicke in the said Countie yeoman, and Henry Foster of Rawthmell in the said Countie yeoman touching the demesne landes of the Mannor of Rawthmell afforesaid and other landes before in these presentes menconed, and by these presentes established and confirmed shalbee good and effectual in lawe against them the said John Caterall and Samuel Knipe their heires and assignes for ever **And** that all the Fences hereafter to bee made touching the said division made by the said William Bankes and Henry Foster shalbee made fenced, mainteyned and . . . from henceforth for ever at the equal charges of the said John Caterall and Samuel Knipe their heires and assignes **And** also that all gualdes, laies, charges, and assessmentes to be taxed and assessed within the parishes of Gigeswicke in the said Countie of York (wherein the said Mannor and premisses lye and bee) for or to the Kinges Majestie, the Church, or in neighbourhead, upon the said Mannor and premisses shalbee equally and indifferently borne and disbursed by the said John Caterall & Samuel Knipe their heires and assignes respectively **And forasmuch** as the said Manoor house called Newhall and other the houses thereto belonging sett forth for a parte of the purpartie and porcon of the said John Caterall and his heires is of more value and better building then the said Hollinghall and the houses theirto belonging sett forth for a parte of the purpartie aand porcon of the said Samuel Knipe and his heires Hee the said John Caterall for himselfe his heires executors and administrators in consideracon their of, doth by these presentes covenannte to pay to the said Samuel Knipe his heires or assignes the full and iust some of Fortie powndes of lawfull English money in or upon the [blank] day of [blank] **And the** said John Caterall and Samuel Knipe for themselves and their heires do further Covenannte and grannte by these presentes for the better corroboracon and confirmacon of the said partition made agreed and assented to in such manner and forme as afforesaid and with ether the other of the said parties and their heires, to stand and agree to the same partition, division, and allotment so made, and to permitt and sufferr the same to stand remaine and abide in full strength and force for ever And that ech of them and their heires not only to holde themselves contented with the said partition and such parte porcon and purpartie as to them is assigned comed or happened in severaltie to bee holden by reason of the said partition and allotment, but also that ether of the said parties and their heires shall have and holde such parte porcon and purpartie as to them or ether of them is assigned comed or happened in severaltie to bee holden by reason of the same partition division and allotment whereof they or ether of them the daie of the date hereof or hereafter are or shalbee seized in severaltie by reason or collour their of And further also the said John Caterall and Samuel Knipe ether of them covenannteth grannteth to and with ether of the other severallie their heires executors and administrators by these presentes That ether of the said parties his wife and their heires for whome hee or ether of them covenannteth by these Indentures shall as far as in them or any of them lieth or shall lye or bee, and all such tyme and tymes as the lawe will suffer admitt and accept during the tyme of [blank] yeares next ensuing the date hereof make, do cause, knowledge, and sufferr to bee done all and evrey such further and reasonable acte and actes thing and thinges devise and devises asurance and assurances in the Lawe whatsoever Bee it by Fine or Fines, recovery or recoveries, release, confirmation, this deed, or any other to bee inrolled or otherwise as shalbee reasonably and lawfully advised or devised for the full and perfect assurance of the said severall porcons moieties and purparties to make the said partition perfect and firme and to indure forever according to the due order of the Lawe and according to the intent and true meaning of these presentes and of the partie to these presentes **And** furthermore the said John Caterall for himselfe his heires executors administrators and assignes and every of them doth covenannt promise and grant to and with the said Samuel Knipe his heires and assignes by these presentes, That if it shall and may be lawfull to and for the said Samuel Knipe his heires and assignes and such other person or persons as he or they appointe license and authorish, either by word or wryting, to have, use, and enjoy all such usuall and accustomed waies, pathes and liberties within the said Mannor as are and have beene accustomed for all manner of necessary occasions either for drifte of cattell, or leading turves, hay, corne, and other thinges, and that aswell before as after the deviding and inclosing of the said Commons, moores, aand wastes of the said Mannor. it

shall and may be lawfull to and for the said Samuel Knipe his heires and the said other person or persons so appointed licensed or authorised to goe, on horse back, and on foote, to drive cattell, and to lead carry away turves, heath, lyng, stones, or anie other thing growing upon the said Commons, moores and wastes and other growndes lying above the said Mannor house called Newhall, all along from the said Moores unto the wesh dubbs, and from thence along to Swainstead, and so along by the Newhall doore and through the Carrs unto the high way leading betwixt Rawthmell aand Gigleswicke, and to have the like regress & passage back againe for all cartes and carriages, driftes of cattell, on horse backe and on foote to the said Commons moores and wastes and other growndes without the disturbance, let, suite, hinderance, or interruption of him the said John Catterall his heires or assignes ... other person or persons whatsoever by his their or anie of their assent, consent, meanes, connivance or procurement, any thing before in these presentes menconed to the contrary, in any wise notwithstanding **And** ... said John Catterall and his heires shall and will at all tymes here after and from tyme to tyme free the parte and purpartie of the said Mannor and premisses so assigned to the said Samuel Knipe as afforesaid from such Indenture dower and widdowright as Jane Sommerscales widdow naturall mother of the said John Catteral claimeth or may or might at anie tyme hereafter have, claime, or pretend theirin or theirunto **And also** that he the said John Caterall his heires and assignes shall and will att all tymes hereafter forever repaire, maintain, and uphold one moyety of the watercornemill of Rawthmell, and of the dammes, floodgates, arckes, of chestes, wheeles and other thinges belonging to the said mill and contribute, disburse and beare a ratable moietie and share of the Millers wages, and give and contribute a ratable allowance for and towards his keeping and maintenance, and disburse a full moietie of all other chrges and disbursementes whatsoever touching and concerning the renewing, amending, repairing , and upholding of the said Mill with thappurtenannces theirto belonging, so as the said Samuel Knipe his heires or assignes do not suffer any losses, damage, or disparagement for the not renewing, amending, repairing, and upholding of the said Mill with thappurtenances by the said John Caterall his heires or assignes **And the** said Samuel Knipe for himselfe his heires executors administrators and assignes and every of them doth Covenannte promise and grannte to and with the said John Caterall his heires & assignes by these presentes in manner and forme following, That is to say, That it shall and may bee lawfull to and for the said John Caterall his heires and assignes and such other person and persons as hee or they shall appointe license and authorise by word or wryting, to have use and enjoy all such usuall and accustomed waies pathes and liberties within the said Mannor as are and have beene accustomed for all manner of necessary occasions, as for drifte of catle leading turves, hay, corne and other thinges, And that aswell before as aftyer the deviding and inclosing of the said Commons moores and wastes of the said Mannor, it shall and may bee lawfull to and for the said John Caterall his heires and assignes and the said other person or persons so appointed licensed or authorised to goe on horseback and on foote, to drive cattell, and to lead and carry away turves, heath, ling, stones, or any other thinges growing renewing or accrewing upon the said Commons moors and wastes and other growndes lying above the said Hollinghall throughout all the waies and pathes of and within the purpartie and moietie of the said Samuel Knipe of the said Mannor in as ample manner and forme in every respect as if this division and partition hadd not beene made att all, without the disturbance lett suite hinderance or interrupcon of him the said Samuel Knipe his heires or assignes or any other person or persons whatsoever by his them or any of their assent consent meanes commandment or procurement, any thing before in these presentes menconed to the contrary in any wise notwithstanding **And** that hee the said Samuel Knipe his heires and assignes shall and will at all tymes hereafter for ever repaire mainteyne and upholde one moietie of the watercornemill of Rawthmell afforesaid, and of the dammes floodgates arkes chestes wheeles milstones and other things belonging to the said mill, and contribute disburse and beare a ratable moietie and share of the millers wages, and give and contribute a ratable allowance to & towards his keeping and maintenance, and disburse a full moietie of all other charges and disbursementes whatsoever touching and concerning the renewing amending repairing and upholding of the said mill with thappurtenannces theirto belonging, so as the said John Caterall his heires or assignes do not suffer any losse damage or disparagement for

the not renewing, amending, repairing and upholding of the said mill with thappurtenances by the said Samuel Knipe his heires or assignes **In wittnes** whereof the parties above said to these present Indentures interchangeably have sett their handes and seales the day and yeare First abovewritten.

No. 6. 1636 Abstract

In December 1636 William Catterall of Rathmell sells (actually a lease for 1000 years) the manor of Rathmell to Tobyas Knipe (of Flodder, Westmorland) and Anthony Knipe (of Fairbanck, Westmorland) with all its rights, members and appurtenances.

A list of fields is made, together with the many occupiers of the messuages.

The property includes the water corn mill, New Hall, Holling Hall, Huggon House and Gawthropp.

Reference is made to an Indenture quadripartite dated 23rd April in 1636, between John Catterall, first part, William Catterall second part, Samuel Knipe of Fairbanck gent 3rd part, and William Pailer, Richard Pailey and William Setterthwaite of the city of York gent and William Bancke of Rowthmell 4th part.

One of the occupiers Jeffray Atkinson is known to be a servant of John Catterall in 1595 (Case of William Catterall and Barbara Hawkesworth, NCHTJ 2021)

No. 6 INDENTURE Conveyance William Catterall to T and A Knipe

This Indenture made 15th December 12th year of Charles **Between** William Catterall of Rowthmell, county of York, gentleman, the one part, and Tobyas Knipe of Flodder, Westmerland, gentleman, and Anthony Knipe of Fairbanck, Westmerland, gentleman, the other part. **Witnesseth** that WC for a certain sum of money, receipt acknowledged, acquits TK and AK, heirs etc by these presents bargains and sells to TK and AK all that the Manor of Rowthmell with the rights, members and appurtenances. And all those grounds called Carrs Ellis Close the Crosthwaite wood, the Crosthwayt the Rowththwayt, the North wood, the Kilne thwaite, the Intack, the litle banckfeild, the little banck brow, the corne close, the lowest stubbing, the wheat close, the hipping land, the Hurzells on both sides the water, the long lands als the barren lands, the Moor close the Cunny garth the Hall Ing the crosse ing the Lyne holme the netle[?] hole the Longthwaite the Threapscore the banck oxgang and over rake als Fleming giuft[?] with all messuages or tenements now or late in occupation or tenure of Jeffray Atkinson, John Fletcher, William Bancke, Richard Browne, Richard Bradley, William Dickinson, John Foster, Henry Browne, John Winder, Henry Foster, William Preston, John Carr, Edmund Carr, Mathew Procter, John Parkinson, Mabell his wife, John Burton, William Cooke, Anthony Carr, Anthony Twisleton, Richard Franckland, Henry Foster and Bartholomew Armitstead And all that watercorne milne called Rowthmell milne And three acres of ground thereunto belonging or adjoining. And messuage or tenement New Hall And other messuage or tenement called Holling hall And ditto at Huggon House in Rowthmell, now or late in occ or tenure of Richard Walbanck And one other ditto called Gawthropp als Gawkthrop. And all houses, edifices, barns, buildings, garths, gardens, lands, meadows, pastures, feedings, commons, common of pasture and turbary, Courts, Courts Leet, views of Franckpledge, jurisdiction, franchise, liberties, royalties, fynes amercyments, casualties, waifes, effrayes, fishing, fowling, hawkeing, hunting, rents etc etc to the said premises belonging And all his estate, right title etc And all other his messuages in Rowthmell. **To have and to hold** the said manor, messuages etc to TK and AK for the term of 1,000 years **And the said** WC doth grant to TK and AK to quietly occupy for the 1,000 years all the premises and appurtenances discharged from all former bargains, sales, leases etc incumbrances done by WC or John Catterall his father etc claiming under covenant etc in one Indenture quadripartite 23rd April in present 12th year of reign, between John Catterall, first part, WC second part, Samuel Knipe of Fairbanck gent 3rd part, and William

Pailer, Richard Pailey and William Setterthwaite of the city of York gent and William Bancke of Rowthmell 4th part, onely excepted and foreprized **In witness** the parties abovesaid interchangeably set hands and seals at date above written. Anoque Dom 1636
[Signed] by me William Caterall

[Overleaf various signatures and endorsements. NB dates given: 15th Nov 1736[?], and 15th November 1636. To me, date on indenture appears to be December.]

EMS

No. 7 1641 Abstract

John Bankes, second son of William Bankes of Huggon House, pays £140 to William Bankes for the Old Garth north of Huggon House and half the tithes of Rathmell. Alice is William's wife and has jointure and right to the tithes already conveyed to her. (Henry Lawson of Giggleswick attorney).

No. 7 1641 DEED POLL William Banks to John Banks, Old Garth and tithes

Sheet 1

1641 To all true Christian people to whom this present writing shall come William Bankes of Huggonhouse in Rawthmell, county of York, yeoman, sendeth greeting in our Lord God everlasting **know** ye that I in consideration of £140 to me paid by John Banckes my 2nd son of Huggonhouse, husbandman,receipt I acknowledge and therefore do grant him by these presents have given, granted etc and by these presents do grant etc JB, his heirs etc, forever All that parcel of ground called the old garth (estimated 9 falls) on the north side of Hoggonhouse. And also the full moiety (half) of tithes and tenths of Corn, grain, sheaves and straw forever growing, renewing within the Lordship of Rawthmell, and also the moiety of rents, pensions, payments and portions of money in respect of tithes or tenths of any corn or grain whatsoever within Rawthmell and all and singular ways, paths hereditaments and appurtenances and the full and whole estate, right, title, of me WB and heirs etc with all my writings, escripts, evidences **To have** and to hold the parcel of ground called old garth, the moiety of tithes, rents etc to JB and heirs and assigns, to their only proper use for ever. To be holden of the chief Lord or Lord of the Fee by the rents, suits and services accustomed. **And I** WB the said ground, moiety of tithes to the said JB and heirs, forever against me WB and heirs warrant and defend Saving unto Alice my wife during her life such jointure and right in the said tithes as is already conveyed unto her anything before mentioned notwithstanding. **In witness** I have set my hand and seal 9th March 17th year of reign of King Charles 1641 *[1642 modern calendar]*

Attached Sheet 2

9th March Charles 16 1641 *[1642 modern calendar]*

Memorandum that whereas WB of Huggonhouse in Rawthmell yeoman hath by my deed pole granted unto my 2nd son JB and heirs etc for ever Old Garth with moiety of tithes of Corne grain and straw within the Lordship Rawthmell Now these present witness that of the said WB do by these presents appoint and in my name and place put Henry Lawson of Giggleswick Scrivener my lawful Attorney to enter into the said parcel of ground and take possession then to deliver full and peaceable possession and seizin to the said JB or to his Attorney ratifying my said Attorney's doings in the premises as my act and deed. In witness I have set my hand and seal the day and year above written

[Signed] William Bankes

[Overleaf - endorsements and signatures]

No. 8 1642 Abstract

John Bankes of Huggon House grants to Robert Cookson a lease of one quarter of the tithes of Rathmell for 20s a year for 2000 years. If John Bankes pays to Robert Cookson £97 4s at the next St Andrew's day in 1642, or £7 4s on that day in 1642 and £97 4s on the same feast day in 1643 then the grant is void.

No. 8 1642 INDENTURE Robert Cooksonne of Settle and John Banks of Huggon house re tithes

1642 This Indenture made the first day of July in the eighteenth yeare of the Reigne of our Sovereigne Lord **Charles** by the Grace of God King of England, Scotland, France and Ireland defender of the Faith etc 1642 **Betweene** Robert Cooksonne of Settle in the County of Yorke Yeoman on the one partie and John Banks of Huggon house in Rawthmell in the same County Yeoman on the other partie **Witnesseth** that whereas the sayd John Banks by this Indenture under his hand and Seale beareing date with these presents did demise, grante, sett and to farme, unto the sayd Robert Cooksonne his executors, administrators and assignes one foote or full fourth parte of all and all manner of Tithes and Tenthes of corne, graine, sheaves and strawe now and hereafter groweing, comeing, and ariseing within the Lordshipp, towne or towneshipp, towne feild, precincts or territories of Rawthmell aforesayd, and one full fourth parte of all and all manner of rents, pensions, payments and portions of money payd or payable for or in respect of any Titles or Tenthes of any corne or graine whatsoever within the Lordshipp of Rawthmell aforesayd with all wayes, easements, liberties and commodities belonging the the same **To have** and to hold for the Terme of two thousand yeares under the yearly rent of twentie shillings as by the sayd Indenture more att large it doth and may appeare, Yet nevertheless this Indenture further **Witnesseth** that it is fully concluded and agreed upon by both the sayd parties and the sayd Robert Cooksonne doth covenant and grant by these presents to and with the sayd John Banks his heirs, executors, administrators and assignes in manner and forme following. That if he the sayd John Banks his heirs, executors, administrators or assignes do well and truly satisfy, content and pay or cause to be well and truly satisfied, contented and payd unto the sayd Robert Cooksonne his executors, administrators or assignes the full and just summe of fourescore and seventeene pounds and foure shillings of Lawfull money of England at and upon the Feast day of St Andrew the Apostle next ensueing the date of these presents in or at the now dwelling house of the sayd Robert Cooksonne in Settle aforesayd or otherwise the Summe of Seven pounds and foure shillings of like Lawfull money of England upon the same day and fourescore and seventeene pounds and fowre shillings of Lawfull money of England at and upon the Feast day of St Andrew the Apostle which shall be in the yeare of our Lord one thousand six hundred fortie and three in or at the now dwelling house of the sayd Robert Cooksonne in Setle as aforesayd then and from thence forward after the payment of the sayd Summe or Summes respectively as aforesayd the sayd Indenture of demise and grant with every Article, covenant and grant therein contened to be utterly void, frustrated and of none effect, to all intents and purposes and the same to be delivered to the sayd John Banks his heires, executors administrators or assignes demanding the same to be cancelled any thing in the same Indenture to the contrary hereof notwithstanding **In witsnesse** whereof the sayd Robert Cooksonne to this present Indenture of defezance hath set his Seale and Signe the day and yeare above written
[No signature]

No. 9 1642 Abstract

John Bankes of Huggon House grants to his widowed mother Alice of Huggon House one third of the half of the tithes of Rathmell for 59 years, yielding 15s 2d annually.

No. 9 1642 INDENTURE John Banckes and Alice his mother re tithes

This Indenture made the First daie of May in the Eighteenth year of our sovereigne Lord King Charles by the grace of God Englannde Scotlande Frannc and Irelannde defender of the faith etc 1642 **Betweene** John Banckes of Huggonhouse in Rawthmell in the County of yorke yeoman on the one party And Alice Banckes of Huggonhouse afforesaid and in the said Countie widdowe mother of the said John on the other partie Wittnesseth that the said John Banckes for good considerations him moving **Hath** demised grannted sett and to farme lett and by these presents doth demise grannte and sett over unto the said Alice Banckes One full third parte (in three partes to bee devided) of the moietie of the tithes or tenths of Corne graine and strawe now or hereafter comyng and renewing within the Lo[rdshi]pp of Rawthmell afforesaid and the third parte of the moietie of all somes of money pensions and portions payable for composition money for any tithes within the said Lo[rdshi]pp with their and every of their appurtenances **To have** and to holde the said third parte of the said moietie of the said tithes and premisses with thappurtenances to the said Alice Banckes and her assignes from and after the day of the date of these presents for during and unto the full end of the terme of Fiftie nyne yeares now next comyng fully to bee complett and ended if shee the said Alice Banckes do so long live **Yeilding** and paying their fore yearly during the said terme to the said John Banckes his heires or assignes the yearly rent of Fifteene shillings & twoe pence of lawfull English money in or upon the Feaste of St Michael tharchangell and the Annunciation of the blessed virgin Mary by equall portions. And the said John Banckes for himselfe and his heires doth Covenant and grannt by these presents to mainteyne and defend the said Alice and her assignes in the quiet occupation of the said premisses against him the said John Banckes and his heires and all persons from them clayming under the rent before reserved **& In** wittnesse whereof the parties above said to these present Indentures interchanneably have sett their handes and seales the day and yeare First above written.

Sealled signed and delivered

in presence of us

[No signatures]

No. 10 1646 Abstract

Samuell Knipe transferring the manor and lordship of Rathmell, previously held by his father (to cover any debts), to his uncle Tobias Knipe.

No. 10 1646 INDENTURE Assignment Tithes, Samuell and Tobias Knipe

To all xpian People To whom all Whom this present Writing shall come Samuell Knipe of Flodder in the County of Westmorland gentleman sendeth greeting in our Lord god everlastinge **Knowe** ye that I the said Samuell Knipe aswell For and in discharge of such truste as Samuell Knipe my late father by his last will and testament in writing bearing daite the xx th day of Januarie in Anno domini 1642 did Repose in me, as allso For and Towardes the payment and discharge of such Juste and due debts as Tobias Knipe of the Flodder in the Countie of westmorland gent standeth bounden and engaged with or For the said Samuell Knipe my late father deceased But most especially For the better securing discharging and saveing harmelesse off him the said Samuell Knipe his heires executors and administrators and every of them touching and concerning the sayd debtes, and For other good causes and valuable considerations me thereunto moveinge, **have** given grannted Remitted Released Enfeoffed quiteclaymed and confirmed, and by these presentes

doe clearly freely and absolutely give grannt Remit
Release Enfeoff quiteclayme and confirme unto the said Tobias Knipe his heires and assignes for
ever All the estate, Title right interest Inheritance
Clayme pretence and demand whatsoever which I the sayd Samuell Knipe ever had now have, or
hereafter might or ought to have off, in, unto or out off
the Manner or Lordshipp off Rawthmell in the parish of Giggleswicke in the Countie of yorke, with
all the rightes members and appurtenances thereunto belonginge
and all those Landes, messuages, tenementes, and hereditamentes whatsoever within the said
Mannor or Lordshipp of Rawthmell aforesaid, given devised and bequeathed
unto me by the said last will and testament of the aforesaid Samuell Knipe deceased Together
withhall and singuler houses edifices oarchards gardens
Toftes, Landes, groundes, milnes, Rentes, securites, Royalties, moores mosses heathes commons
commons of pasture and turbarie woodes underwoodes waies, wateres
watercourses walles hedges fences priveledges profits comodities and appurtenances whatsoever
thereunto belonginge incident or in any wise appurteyninge
All which sayd Recited premisses are now in the possession of the said Tobias Knipe or his
assignes: **To have and to hold** all and singuler
the said grannted and Remised premisses with thappurtenances and every parte and parcell of the
same, unto him the said Tobias Knipe his heires & assignes
To and for the the onely proper use, uses, and behoofe of him the said Tobias Knipe his heires
executors administratores and assignes for ever And so hold the
same, off the Cheife Lord or Lordes off the Fee or Fees thereof by and under cheife Rentes and
services therefore due and accustomed, **And** further
Knowe ye that I the sayd Samuell Knipe for the consideracions afforesaid for me my heires
executors administratores and assignes and every of us doe
covenant promise and grannt to and with the said Tobias Knipe his heires and assignes by these
presentes that I the said Samuell Knipe and my
heires all and singuler the said granted & recited premisses with thappurtenances and every parte and
parcell of the same unto the said Tobias Knipe
his heires and assignes ag[ains]t me the said Samuell Knipe my heires executores administratores
and assignes and every of us shall and will warrant and
for ever defend by these presentes: **So as** neither I the sayd Samuell Knipe neither my heires
executores administrators nor assignes nor any off
us neither any other person or persons For me or in my name shall nor may from henceforth
challenge clayme or demand any estate title Right
or Interest off in or unto the premisses or any parte or parcell of the same But shall be thereof and
therefrom clearly and absolutely excluded
evicted and debarred for ever by these presentes, such Annuitie as William Catterall gentleman hath
or ought to have in or out off the
premisses for tearme off his naturall life onely: (allwayes excepted and reserved) **And** lastly I the
said Samuell Knipe do covenant
promise and grant to and with the sayd Tobias Knipe his heires and asignes by these presentes that I
the said Samuell Knipe upon request
or Lawfull demand thereof shall and will deliver or cause to be delivered unto the sayd Tobias
Knipe his heires or assignes all such deedes writings
escriptes and mmm(?) tes as I now have or may Lawfully come by touchinge or concerninge the
premisses accordinge to the true intent and meaninge
off these presentes **In witnes** whereoff I the sayd Samuell Knipe have hereunto putt my hand and
seale the Fiffteenth day off
december in the xxij th yeare of ther Reigne of our soveraigne Lord Charles by the grace of god of
England Scotland France and Ireland kinge defender off the Fayth &ct Anno domini 1646

Samuell Knipe

Signed sealed and delivered in the presence of us
James Swainson marke
Robert Hewer (?)
John Clarke

Samuell Knipe assignment of ... and Title ... Manor and lordshipp of Rathmell to his unkle
Tobias Knipe 15^o Dec 1646

mmm tes = munimentes (deeds)

No. 11 1651 Abstract

Bond and Obligation for £1800. Seems irrelevant to Rathmell.

No. 11. 1651 BOND and OBLIGATION, Edward Radcliffe to Thomas Hammond

Know all men by these presents me Edward Radcliffe of Threshfeld in the County of yorke gent to be holden & farmly bounden to Thomas Hamond Citizen & Stationer of London in a thowsand & Eight hundrethe poundes of lawfull English moneye to be paid to the said Thomas Hamond or to his Certeyne Attorneye, executors, or assignes, To which payment well and truly to be made I bynd me my heirs, executors, & administrators firmly by these presentes Sealled with my Sealle dated the Eighteenth daye of November in the yeare of our Lord god one thowsand Six hundreth fiftie & one.

The Condition of this obligation is such that if thabove bounden Edward Radcliffe, his heyres, executors & administrators & either of them do trulie performe & Keep all & singular grantes, covenantes & agreementes which on his & their parties & behalf are to be performed & kept mentioned, & specyfyed in one Indenture of bargaine & Sale beareing date with the obligation above written and made between John Lambert of Calton in the County of york esqr & him the said Edward of thone partie thabove named Thomas Hamond of the other partie according to the true meaneing of the said Indenture & the parties thereunto, That then this present obligation to be voyd & of no effect, or else to Remyne in full power & vertue.

[Signed] Edward Radcliffe Tho: Smalwood Ri Deane ? Prestonn W Walker

No. 12 1686 Abstract

Bond and Obligation re Indenture. Seems irrelevant to Rathmell.

No. 12 1686 BOND and OBLIGATION Th Oldfield Snr, Th Oldfield Jnr, William Johnson

Noverint universis per presentes Thomas Oldfield senior de Skipton in Craven in Com Ebor Agricola et Thomas Oldfield Junior filius et haere apparent dict Thomas Senior teneri et fermiter obligari Gulielmo Johnson de Eshton in dict Com Agricola in Sex Libris bono et legalis moneta

Anglie solvendum eidem Gulielmo Johnson aut suo cert in hac part Attornato haeredibus Executor vel administrator sui quamquidem solucionem bene et fideliter faciendum Obligamus nos et per se pro toto acin folido haerebus executor et administrator firmiter per presentes sigillis sigillat, dat Nono die mensis Octobris Anno Regni Regis Jacobi Secundi dei gratia Anno Domini 1686

Sealed signed and delivered by Thomas Oldfield senior in the presence of
several signatures

Sealed signed and delivered by Thomas Oldfield younger in the sight and presence of
several signatures

[overleaf]

1686 The Condition of the within written obligation is Such: That if the within bonden Thomas Oldfield the elder & Thomas Oldfield the younger their heirs executors and administrators & every of them do in all things well & truly observe & forme fullfill & keepe all and singular the covenants conclusions grantes & agreements which on their part & behalfe ought to be observed fullfilled kepte contained comprised specified & declared in one paire of Indentures in parchment made betweene the said Thomas Oldfield the elder & Thomas Oldfield the younger of thone partie & the within named William Johnson of thother partie bearinge date with the within written obligation according to the effect and true meaning of the said Indenture & the parties to the same, That then the within written obligation to be void or else to remaine in full power force & vertue.

No. 13 1693 Abstract

Isaac Knipe (together with his mother Eleanor of Holling Hall), Edward Walker and his wife Mariana) is selling the manor of Rathmell including Holling Hall and half the mill for £950 to Thomas Tindall. Four payments of £25 to be paid on specified dates, otherwise agreement is void.

Complications.

Deed of 1680 made by William Knipe Gent, father of Isaac, to John Rawlinge, Haberdasher; London, for term of 100 years, of Manor of Rawthmell. One Pepper Corn payable each 1st July if demanded - this indenture subject to redemption by payment of £400 or thereabouts.

One judgment obtained in Michaelmas Term in 27 Charles II, Court of King's Bench, Westminster, by said JR against WK for £200 debt plus costs.

Another Judgement entered against WK in King's Bench court, Trinity Term 1680 for £300 debt plus costs, at suit of JR both of them defeazible upon the payment of the moneys due upon the Mortgage Lease above rented.

Another judgement WK acknowledged against him in Court of King's Bench Trinity Term 30 Charles II for £56 4s 11d debt at suit of Geoffrey Wibergh Gent.

IK covenants with TT.... that within 2 months next, he will free the premises from the said mortgage term or estate for 100 years.

Isaac is having to pay off his father's debts.

No. 13 1693 INDENTURE Isaac Knipe to Thomas Tindall, Manor of Rathmell

1st sheet

This Indenture made 27th March 1693 **Between** Isaac Knipe, Hollinghall, county of York, Gentleman, Eleanor Knipe of Holling hall, widow, mother of Isaac, and Edward Walker of Hungerhill, county of York, Gentleman and Mariana his wife on the one part, And Thomas Tindall of Wigglesworth gentleman, the other part. **Witnesseth** that IK for £950 paid or to be paid by TT, receipt acknowledged by IK, acquits TT, and EK and EW and MW at special instance of IK, 10s, likewise paid by TT. IK, EK, EW, MW Have **granted** unto TT **All** that Manor or Lordship of Rawthmell with rights etc **And** messuage and tenement Hollinghall with all houses, edifices, barns, stables, orchards, garths, gardens etc etc whatsoever thereunto belonging **And** also enclosures and ground that is to say The Crop Thwaite, The south part of the Rough Thwaite, The Cross wood and south end of the Southwood as now divided, the Ellis Close, the Wheate Close, two parcels called Hurrells, one parcel called the Longlands, one Close called the Hall Ing, one Close called Nettle Hole, and two others - Hid Hill and Hipping Land, The Hollings head, The well Close, Moore Close, Cond [*?Coney*] Close, The Little Bank Brow, Thack-woods, Bent dales Long Ing and Little Carr **And** messuage, farm and tenement now in tenure or occupation of Thomas Holme and parcels of ground called the Falls, the Causey Close, the Cobby and the Betweene Sykes with a barn or laith. **And** also moiety or half part of messuage or tenement in occupation of John Cooke. **And also** moiety of watercorn mill, dams, floodgates, mulcture soken, meale profits belonging to the said mill. **And** all other messuages etc premises of IK wherever IK hath any estate etc within the manor of Rathmell or within the Parish of Giggleswick. **And also** all houses, edifices, etc etc etc And all rents and yearly Quitrents etc, Courts Leet, Courts Baron, etc etc easements watercourses hawking, hunting and fishing emoluments whatsoever to the said Manor belonging **And** the reversion remainder rents profits **And** the estate, right title of IK, EK, EW, MW in Law and Equity **And** all deeds, writings etc, and true copies of such other deeds as jointly concern the said premises, IK pay charge of copying. **All** which said premises are now in possession of TT by Bargain and sale for one year made by IK the day before these presents **To have and to hold** the said Manor with all rights messuages etc unto TT and his heirs etc for ever. **And** IK, EK, EW, MW will before end of Trinity term next at proper costs and charges in the Law of IK levy one fine **Sur Conusance de droit come reg quit ad de son done** with proclamations unto TT and heirs of the manor of Rawthmell.... as shall be requisite with warranty by IK against all men and by EK, EW, MW against themselves respectively **And** agreed between all parties premises to proper use and behoof of TT. **Provided** that if IK, heirs etc pay TT £25 on 29th September next and 25th March next, and also £25 on 29th September 1694 and on 25th March 1695, (ditto to March 1698) All said payments to be made without any deductions **That** then henceforth the present Indenture and estate conveyed shall be void **and thereupon** TT shall at the reasonable request of IK convey the premises as IK directs so as TT is indemnified and obliged to give no other warranty **And** IK covenants to TT by these presents that he will pay unto TT the sums above mentioned **And** TT covenants that until a default of payment is made he shall

2nd sheet

Permit and suffer IK to enjoy the premises to receivethe Rents without interruption or account **And** IK covenants to TT that he will, if TT defaults or until is in actual possession, pay all charges in respect of the £950 etc. **And** IK covenants with TT that immediately before the sealing and delivery of this Indenture, that IK is the lawful owner of the Manor of Rawthmell etc and has right to convey to TT. **And also** in case of default of the above mentioned sums unto TT, that from then TT may enter the premises and enjoy the rents without let or hindrance etc by IK **And further** after any default, shall remain unto TT discharged from all Incumbrances. **Saving and excepting** one demise by indenture 16th July 1680 made by William

Knipe Gent, father of Isaac, to John Rawlinge, Haberdasher, London, for term of 100 years, of Manor of Rawthmell with the Rights thereof and Messuages etc expressed the said Indenture of Demise part of which are comprehended in the above written grant and hereby granted and intended to be granted by one Pepper Corn payable each 1st July if demanded - this indenture subject to redemption by payment of £400 or thereabouts. **And** also one judgment obtained in Michaelmas Term in 27 Charles II, Court of King's Bench, Westminster, by said JR against WK for £200 debt plus costs. **And** another Judgement acknowledged by and entered against WK in K Bench court, Trinity Term 1680 for £300 debt plus costs, at suit of JR both of them defeazible upon the payment of the moneys due upon the Mortgage Lease above rented. **And also** another judgement WK acknowledged against him in Court of KB Trinity Term 30 Charles II for £56 4s 11d debt at suit of Geoffrey Wibergh Gent. **And** IK covenants with TT.... that within 2 months next, he will free the premises from the said mortgage term or estate for 100 years or shall raise and procure the said mortgaged term to be granted transferred to such person/s as TT shall appoint **In trust** for TT, heirs etc, and to the end the same may be preserved and kept on foot to attend the Inheritance and to keep the same from mean incumbrances and procure satisfaction to be acknowledged on the records of the several judgements to be assigned to whoever TT appoints. **And lastly** if any default happens in payments before covenanted to be paid at the appointed times then IK afterwards claiming in, of or to the premises hereby conveyed under IK or WK shall on reasonable request, costs, charges in the law of TT do make, acknowledge and suffer other reasonable acts for the betterassurance the said Mannor of Rawthmell etc above mentioned, to be hereby granted to TT, heirs and assigns. **Be** it by fine/s, Feoffment/s, Deed/s, Indented or Poll, Inrolled or not Inrolled with warranty against IK, heirs etc or without warranty in the law whatsoever as by TT, heirs etc or Counsel shall be reasonably required. **In witness** the parties first namedhave to these present Indentures Interchangeably set their hands and seals, date above written.

[Signed] Thomas Tindall

[Overleaf]

Sealed and Delivered in presence of
Robert Nowell
Mary Coore
P Mitchell

27 March 1693
Counterpart of
Tindalls purchase of Knipe
Of Mannor of Rathmell etc

No. 14 1693 Abstract

William Armitstead of Giggleswick grants half the tithes of Giggleswick to William Dawson of Langcliffe for 10s for 6 months at a peppercorn rent payable to William Armitstead.

No. 14. 1693 INDENTURE Wm Armitstead, Gigg & Wm Dawson, Langcliffe, re: tithes

This Indenture made the Twenty Seaventh Day of October in the Fifthe yeare of the Raigne of our most Gracious Sovereigne Lord & Lady William & Mary by the Grace of God of England, Scotland, France & Ireland King & Queene Defenders of the faith etc And in the yeare of our Lord God One thousand Six hundred Ninety Three **Beetweene** William Armitstead of Gigleswicke in the

County of York yeoman of the one parte, And William Dawson of Langcliffe in the County aforesaid Gente of the other parte **witnesseth** that the said William Armitstead for & in consideration of the summe of Tenne shillings of Lawfull English money to him in hand payd by the said William Dawson Att & before the Sealeing & delivery of these presents the receipt whereof the said William Armitstead doth hereby acknowledge thereof & of every part & parcell thereof doth fully, freely, clearly, & absolutely, acquitt, free, & discharge the said William Dawson his heys, executors, Adminstrators, & assignes & every of them for ever by these presents **hath** Demised & granted, bargained, sold, aliened, assigned, & sett over & by these presents doth for & from himselfe his heys, executors & Administrators Demise, grant, bargaine, sell aliene, Assigne, sett over & Confirme unto the said William Dawson his executors Administrators & assignes **All** that the Moyetye or one halfe parte of all the tyths of Woods, turfes, hay, wooll, Lambs Calves, piggs, foales, milke, Cheese, Swanns, Geese, Ducks, Doves, bees, hemp, lyne, fishes, fruit of trees, herbes, brackens, Lead, Copper, Iron, Coale, stone, sclate, & Lopped woods, & allso the Moyetye or halfe parte of all mortuaries, ariseing, happening, comeing or renewing, or which shall hereafter arise, happen, Come, & renew within the parish of Gigleswicke and allsoe the Moyetye of all rents, charges, Rents, services, Rents Reserved upon Demises, Fee Farme Rents, Customary Rents, And Rents upon prescription & the Moyetye or one halfe of all the tyths, of Corne, Graine, Sheaves, & straw which shall or may hereafter arise, & grow upon any the Lands & tenements within the said parish of Gigleswicke for which tyths, any rent, or Rents, hath or have beene payd in money & which have beene heretofore reputed & taken to have beene discharged of payment of tythes, in kind for or under the said rent or rents. And all his the said William Armitsteads full & whole estate, right, tytle, Interest, use, possession, occupation reversion, property, claime, & demand whatsoever of, in, & unto all & singuler the above granted & Demised premisses, & of, in, & unto every parte, & parcell thereof Together with all & singuler the right, tytle, & Interest which the said William Armitstead now hath of, in, & unto the Chancell or Quier of the parish Church of Gigleswicke aforesaid or which ought to bee belonging unto him the said William Armitstead or his assignes for or in respect of the Moyety or parcell of the said tythes, as the same are parcells of the Rectory of Gigleswicke aforesaid And all & singuler the Deeds, writeings, evidences, muniments, & scripts whatsoever which to the said William Armitstead now hath or can procure without suite, in Law touching and concerning the premisses or any parte, or parcell thereof **To have and to hold** all & singuler the above granted & demised or mentioned & intended to bee granted and Demised premises and every parte and parcell thereof with there, and every of there rights, members, & appurtenances unto the said William Dawson his executors, administrators & assignes from & immediately after the day of the date hereof for, dureing, & unto the full end & expyration of Six whole months now next comeing fully fully [*sic*] to bee Compleate, & ended **Yeilding** and paying for the same unto the said William Armitstead the rent of One pepper Corne upon Lawfull Demand **In wittnesse** whereof the partys abovesaid to these present Indentures Interchangeably, have sett theyr hands, and Seals the day & yeare first above written.

[*Signed*] William Armitstead

[*Overleaf*] Sealed, Signed & Delivered

in the presence of us

R: Preston

Jona Dawson

Wijj Paley

Thomas Carr

T: Lawson

No. 15 1695 Abstract

The manor of Rathmell held by John Pawling and John Hilton (of London) was sold by 'William Knipe Gent Decd late Father of the sayd Isaac Knipe'.

In a deed of 1693 Pawling and Hilton (first party), Isaac Knipe and Thomas Tindall (second party), Henry Nowell and William Baynes (third party), Columbus Ingleby and John Swinglehurst (fourth party), these parties transferred the manor to Henry Nowell and William Baynes. Now they transfer the manor to Thomas Tindall for 5s paid at the sealing of the deed.

No. 15 1695 INDENTURE Henry Nowell and William Baynes to Thomas Tindall of Capplesyde, re Holling Hall etc

This Indenture made the Nyneteenth day of Aprill in the year of our Lord One Thousand Six Hundred Nynety Five. Betweene Henry Nowell of Foulscapes and William Baynes of Mewith Head in the County of Yorke Gent of thone part And Thomas Tindall of Capplesyde in the parish of Gigleswicke in the County aforesaid. **Whereas** John Pawling & John Hilton Citizens and Haberdashers of London by an Indenture Quadripartite bearing Date the Thirtieth day of May in the year of our Lord One Thousand Six Hundred Nynety and Three made Betweene them the sayd John Pawling & John Hilton of the First part Isaac Knipe of Holling hall in the said County of Yorke Gent and the sayd Thomas Tindall (by the name of Thomas Tindall of Wiglesworth) Gent of the Seacond part, the sayd Henry Nowell and William Baynes of the third part and Columbus Ingleby & John Swinglehurst in the sayd County of Yorke Gent of the Fourth part Amongst other things therein mentioned for the considerations therein expressed Did transferr, Assigne & Sett over unto the sayd Henry Nowell and William Baynes their Executors, Administrators & Assignes All the Estate Right Tytle Terme & Termes of years Interest Benefitt Advantage clayme & demand whatsoever which they the sayd John Pawling & John Hilton or either of them then had or would or might in Law or Equity clayme or Demand of in to forth or out of the mannon of Rawthmell in the said County of Yorke with its Rights members and Appurtenances and All those grounds called Carrs, Ellis Close, the Crosswaite woods the Cross Waite the Rawth Waite, the Forth Wood, the Kilnethwaite, the Intack, the Little banck field the Little Banck Brow the corne Close the Lowest Stubbing, the Wheate Close the Hipping Land the Hurrells on both sydes of the water the Long Lands alias Barrow lands the Moor close the Cony Garth the Hall Ing the Crosse Ing the Lyne Holme the Nettle Hole the Long thwaite the Threapscore the Banck Oxfang and Overrake alias Fleming guift And Also those Messuages and Tenements then before in the Severall Tenures or Occupations of Jeffery Atkinson John Fletcher William Bancks Richard Browne Richard Beadly William Atkinson John Forster Henry Browne John Pindar Henry Forster William Preston John Carr Edmund Carr Mathew Prockter John Parkinson Mabell his wife John Burton William Cooke Anthony Carr Anthony Twisleton Richard Francklen Henry Forster and Bartholomew Armitstead A watercorne Mill called Rawthmell Mill & three Acres of ground thereto belonging or Adjoyning And One Messuage or Tenement called New Hall And All that other Messuage or Tenement called Holling Hall Another Messuage or Tenement att Huggen House in Rawthmell aforesaid thentofore in the tenure or Occupation of Richard Walbanck Another Messuage or Tenement called Gowthrope alias Gowthorpe And All & Singuler Houses Edifices Buildings Garths gardens Lands Meadows pastures Commons Courts Franchises Libertyes Royalties hereditaments & Appurtenances unto the sayd Mannor and premisses belonging or in Anywise appertayning And All other the Messuages Lands Tenements Hereditaments of William Knipe Gent Decd late Father of the sayd Isaac Knipe in or near the sayd Mannor by any Tytle Wayes or means whatsoever **To hold** to the sayd Henry Nowell and William Baynes their Executors Administrators & Assignes from thenceforth for & dureing All such tyme Terme Estate & Interest as the sayd John Pawling & John Hilton or either of them then had or right to have in the premisses & every or any of them Upon A certayne trust in the same Quadripartite Indenture mentioned And Further as in & by the same (Relation being thereunto had) more att large may appear **now** this Indenture Witnesseth that the sayd Henry Nowell and William Baynes in performance of the trust in them reposed And in

consideration of the summe of Five shillings of current English money by the sayd Thomas Tindall to them the sayd Henry Nowell and William Baynes in hand payd att the Sealing & Delivery of these presents the Receipt whereof they do hereby Acknowledge **have** Granted Assigned transferred and sett over And by these presents Do grant Assigne transferr and Sett over unto the sayd Thomas Tindall his Executors Administrators and Assignes All the Estate Right Tytle Terme & Termes of years Interest benefitt Advantage clayme & Demand whatsoever which they the sayd Henry Nowell & William Baynes or either of them now have or hath or can or may in Law or Equity clayme to have or demand of in to and forth and out of the sayd Mannor & premisses and every or any of them by any Tytle wayes or means whatsoever **To have** and to hold the same to the sayd Thomas Tindall his Executors Administrators & Assignes from henceforth for & dureing All such tyme terme Estate & Interest as the sayd Henry Nowell and William Baynes Do by these presents Severally for themselves and their Severall Heirs Executors & Administrators and not Joyntly covenant promise & grant to and with the sayd Thomas Tindall his Executors Administrators & Assignes & every of them by these presents that they the sayd Henry Nowell & William Baynes or either of them have not already done nor shall hereafter committ or do any Act or thing whereby the premisses aforesaid or any of them are or may bee any way Impeached Charged or Incumbered in Tytle Estate or otherwise howsoever In Witnesse whereof the sayd Henry Nowell & William Baynes have hereunto sett their hands and Seals the day and year First above written
[Seals]

[Overleaf] Sealed and Delivered In the presence of us this parchment being before stamp
[no signatures]

19th April 1695
Nowell and Baynes to Tindall
For the Residue of the Term they had in Hollinghall etc

pon of holing hale writeing

No. 16 1714 Abstract

John Morley married Ann, daughter of Thomas Benison. Benison leases to Morley who is then paying a peppercorn rent to Benison for land in Farleton, Lancs. £500 to be paid on Benison's death.

No. 16 1714 INDENTURE Thomas Benison of Lancaster and John Morley of Beamsley Bargain and Sale

This Indenture made the 15th day of Aprill in the 13th Year of the Reign of our Sovereign Lady Ann by the Grace of God Queen of Great Britain France and Ireland Defender of the Faith etc and in the Year of our Lord God one thousand seaven Hundred and fourteen **Between** Thomas Benison Elder of Lancaster in the County of Lancaster gen on the one part and John Morley of Beamsley in the County of York gen on the other part **witnesseth** that the said Thomas Benison for and in Consideration of the Yearly rent herein after mentioned and in pursuance of certain Articles of Agreement Indented bearing date the Fifteenth day of September one thousand seaven Hundred and thirteen which was before the Intermarriage of the said John Morley with Ann his now wife And Daughter of the said Thomas Benison and then Executed and made by and between Josias Morley and the said John Morley By the names of Josias Morley of Beamsley Hall in the County of Yorke Gent and John Morley his Nephew of the same Gent of the one party And the said Thomas Benison By the name of Thomas Benison of Lancaster in the County of Lancaster Gent of the other party And in part performance of a certain Covenant contained in the said Articles wherein the said

Thomas Benison Covenants with the said John Morley to secure to him the said John Morley his Executors and Administrators by good and sufficient security to be Approved of by the said Josias Morley the payment of the sum of Five Hundred pounds within six months after the decease of the said Thomas Benison and for securing the payment thereof And with the Consent and Approbation of the said Josias Morley And for diverse other good causes and considerations him the said Thomas Benison hereunto now especially moveing **Hath** Granted demised set and to farm let and by these presents doth grant demise set and to farm let unto him the said John Morley his Executors Administrators and Assigns **All** those his several Messuages Lands and Tenements herein hereafter particularly mentioned and Expressed that is to say all that his Messuage and Tenement called Butt Yeats with the three Severall Closes lyeing on the back side thereof all those severall Closes called Thompsons wood Close Hatherthwaite Wood Close the Over Close the Scale House Dennys parrock Holstead House Tofts and Londsbarre Morley Tofts Hungrill Thompsons Haverber Benison Haverber and the Goate all which said premises are situate lying and being within Farleton in the County of Lancaster Afforesaid together by Common Estimation Eighty Four Acres of Land or thereabouts be the same more or less And now in the possession of him the said Thomas Benison his Farmers or Undertennants together with all Houses outhouses Barnes Stables fronts priviledges profits Comodities ways waters watercourses hedges ditches Fences ways Commons Common of pasture and Turbary to the same belonging or Appertaining **To Have and to Hold** all the said severall Messuages Lands Tenements and premises herein before demised or meant mentioned or intended to be hereby granted or demised to him the said John Morley his Executors Administrators and assigns Immediately from the day before the date of these presents for and dureing the terme of Nine Hundred and Ninety Nine Years full to be Compleat and ended **Yielding** and paying therefore yearly and every year unto him the said Thomas Benison his Heires Executors Administrators and Assigns the Annual or Yearly Rent of one pepper corn Upon Lawfull demand And the said Thomas Benison doth hereby for himself his heirs Executors Administrators and Assigns Covenant Grant promise and agree to and with him the said John Morley his Executors Administrators and Assigns by these presents that he the said John Morley shall and may from time to time and at all times hereafter dureing the said Term quietly and peaceably have hold occupy possess and Enjoy the said premises and every parte and parcell thereof with their Appurtenances without any Lawfull let stop suit trouble denyall or incumbrance whatsoever of him the said Thomas Benison his heirs or assigns or any of them or any other person or persons whatsoever Lawfully claimeing or to Claim any Estate right Title or Interest in the premisses or any part thereof by from or under him them or any of them in any wise **provided** always nevertheless And upon Condition that it is agreed by and between all the parties hereto that if the said Thomas Benison at any time in his life time or his Heires Executors Administrators or any of them do and shall within six months after his the said Thomas Benisons decease well and truly pay or cause to be paid unto the said John Morley his Heirs Executors Administrators or assigns or some of them the just sum of five Hundred pounds of Lawfull Brittish Money in discharge of the said five Hundred pounds mentioned to be secured to be paid to the said John Morley by the said Thomas Benison by virtue of a Covenant contained in these in parte recited Articles That then and from thenceforth after the payment of the said five Hundred pounds in maner afforesaid this present Indenture of demise Grant Bargain and Sale Estate Term of Years hereby made and Granted or Demised sett or lett shall cease determine and become voyd frustrate and of none effect any thing herein before contained to the contrary notwithstanding **And** it is hereby further declared and fully Agreed by and between all the partys to these presents that it shall and may be Lawfull to and for the said Thomas Benison and his assigns to have hold and Enjoy all the herein before Granted and demised premisses and receive and take all the Rents Issues and profits thereof for and dureing the term of his Naturall Life without Impeachment of wast or rendring to the said John Morley his Executors Administrators or Assigns any Amount thereof for the same and that after the death and decease of the said Thomas Benison it shall and may be Lawfull for the Heirs Executors or Administrators of the said Thomas Benison to have and to hold and to Enjoy the said herein granted and demised premises and every part thereof and to receive and take all the Rents Issues and profits

thereoff except failure be made in payment of the said summ of five Hundred pounds at the time the same is appointed to be paid as afforesaid for which this demise is made as a security for the payment thereof And by the Approbation and Good likeing of the said Josias Morley without Impeachment of wast or giveing any manner of account to the said John Morley his Executors Administrators or assigns for the profits thereof Notwithstanding any thing herein before in these presents contained to the contrary **And** the said Thomas Benison doth hereby for himself his Heires Executors and Administrators Covenant promise and agree to and with him the said John Morley his Executors Administrators & assigns & to and with every of them by these presents that he the said Thomas Benison and his Heires shall and will upon request & at the Costs and Charges in the Law of him the said Thomas Benison his heirs Executors and Administrators or any of them make do acknowledge or suffer any Farther or other Lawfull and reasonable Act Deed matter or thing for the farther assurance and secureing unto him the said John Morley his Executors Administrators or assigns the said sum of Five Hundred pounds so payable as afforesaid as by the said John Morley his Executors Administrators or Assigns or any of them or as by their or any of their Council Learned in the Lawe shall be reasonably devised advised or required so as the person or persons who are to make and Execute the same be not compelled or compellable to travel above twenty miles from the place of his her or their habitation for makeing or executeing thereof **In witness** whereof the partys hereto Interchangeably have set their hands and seals the day and Year first above written
[Signed] John seal Morley

[overleaf]

Sealed and Delivered In the Presence of
Josias Morley
Francis Kaye
Joseph Wainman
Nathanael Armitstead

and other endorsements

No. 17 1718 Abstract

Wakefield deed M(?) page 474 no. 626 Deed to lead the uses of a fine

Property at Winterburn. No obvious relevance to Rathmell.

Hugh Cuurer of Steeton, gent to John Snowden younger of Swartha in Silsden.

*Strengthening of title. A dedimus potestatem. In law, **dedimus potestatem** is a writ whereby commission is given to one or more private persons for the expedition of some act normally performed by a judge. (We have given power)*

No. 18. 1728 Abstract

Lease between Gyles Haughton of Hesley Lane and Edward Eglin of Tentors, Gisburne of Hesley property.

Witness John Fish of Holling Hall

No. 18 1728 INDENTURE Haughton to Eglin

Wakefield Z608 812 1728

Reg^d. 10th. January 1728 at Nine in the Forenoon

Indentures of Lease and Release dated the Twenty Fourth and Twenty Fifth days of October in the year of our Lord One Thousand Seven Hundred Twenty and Eight The Lease being made Between Gyles Haughton of Hesley Lane in the Township of Rathmell and County of York Yeoman of the one part and Edward Eglin of Tentors in the parish of Gisburne and said County of York Yeoman of the other part And the Release being made Between the said Gyles Haughton and Margaret his Wife of the one part and the said Edward Eglin of the other part Of and Concerning All that one Mansion or Dwelling house with the appurtenances Situate and being in Hesley Lane aforesaid wherein the said Gyles Haughton lately dwelt and Inhabited with one Barn and one Garden thereunto belonging and adjoining And also one Croft or parcell of Ground adjoining upon or lying Contiguous unto the said Mansion or Dwelling house heretofore Inclosed of and from the Wasts or highway leading down to Rathmell Mill and Containing by Estimacion one rood of Land be the Same more or less And also one Close or parcell of Ground lying and being within the Township of Rathmell aforesaid and comonly called the Lower Hesley Haws and Containing by Estimacion two Acres be the same more or less All which said Premisses are now in the tenure and Occupacion of the said Gyles Haughton and one Gyles Parker their or one of their Assignes and undertenants To Hold unto the said Edward Eglin his Heirs and Assignes for ever Which said Indentures of Lease and Release are Witnessed by John Birkett of Croasdell house John Fish of Holling Hall and Thomas Lister of Newton all in the County of York Gentlemen

Signed and Sealed in the

presence of

John Batty

Giels Houghton

Tho: Lister Jur

Nos. 19 and 20 Abstract 1739 and 1743

Court Baron of Henry Marsden and Josias Morley (Lords of two halves of Rathmell manor)

No. 19 1739

Court Baron at Rathmell 1739 verdict

Manor of Rathmell in the County of York

The Court Baron of Henry Marsden Esquire and Josias Morley Esquire held for their Manor of Rathmell in the County of York First day of November in the year of our Lord one Thousand Seven Hundred and Thirty Nine by John Tatham Gentleman Steward of the Said Manor

Jurors

Wm Banks

Thomas Newhouse

Thomas Settle

James Holmes

Thomas Clark

Rowland Carr

Wm Banks Junr

Robert Brown

Thomas Procter

Stephen Wiglesworth

Adam Carr

John Brown

John Settle

We the Jurors find that all Suitors to this Court that have neglected or refused to appear and Do their Suit and Service at this court are Defaulters and as Such Fineable and further we Find nothing

[all 13 jurors have signed but Tho: Clark, Adam Carr, Tho Newhouse, James Holmes, all make their marks, not signatures]

No. 20 1743

Court Baron 23 November 1743

Manor of | The Court Baron of Henry Marsden and Josias Morley
Rauthmell | lords(?) Held the 23 rd Day of November in the year
our Lord 1743 before

John Tatham Steward there

Jurors

Mr William Banks Huggon House

Mr Thomas Settle

John Settle

Richard Knowles

James Carr

Stephen Wiglesworth

John Brown

Jno Dugdale

~~Thos Procter~~

Adam Carr

Thomas Procter

John Garthwaite

Stephen Robinson

~~Mr Jno Dugdale~~

Rowland Carr

Robert Brown

William Wood

John Hammerton

Thomas Cook

Nathan Armitstead

~~James Holmes~~

We whose Names are subscribed as Jurors do present that Road lying Between Brigge Hills and the Bottom of Hayhurst not being sufficient and lay a pain on the Same 2s 6d(?) a Rood if it be nott repaired before Whitsuntide Next Likewise wee present Francis Wellock for getting and selling turves on the part of Common Called Resting Stones adjoining to the Triangle and Amerce ... in 5 d

signatures of all Jurors, some with marks.

James Holms Fined 6s 8d for refuseing to be Sworn on the Jury at the said Court the Oath being 'tentered to him' for that purpose by the Steward JT

Afferred & affirmed by us being 'afferres' thereunto Elected & Sworn William Banks Thomas Settle

No. 21 1740 Abstract

*Indenture Copy of a Release on paper (not indented)
8 January 1740*

John Houghton of Rathmell and Allenson his wife paid £20 by Edward Salisbury of Newton, Yorks, as a mortgage for John to purchase Threapscore.

Messuage or tenement mansion or dwelling house at Threapscore in Rathmell where John Houghton now lives, with barn, garden, Threapscore Close (4 acres) and Threapscore (1 1/2 acres).

With a further loan of £5 5s.

Bill of Costs attached.

John Houghton Debtor 16th February 1740	
Brown to Houghton Drawing deed Ingrossed duty	0 – 6 – 0
Drawing Indorsement on back of Mortgage and Ingrossing Same	0 – 2 – 0
Drawing copy of Mortgage deed being long	0 – 3 – 6
Remains in arrears of Interest for 1740	0 – 10 – 0
Total	£1 – 1 – 6

No. 22 1746 Abstract

Indenture Lease for 1 year 9th February 1746

*John Houghton of Rathmell sells to Richard Knowles alias Woodward a messuage or tenement mansion with barn and garden called Threapscore, about 1 ½ acres.
One peppercorn rent for one year payable at the Feast of St Michael the arch angel.*

John Houghton his mark

No. 23 1746 Abstract

Brother-in-Law Jos. Morley to Revd Wilson re sale of New Hall and part of the lands only. A cost of £1600 will bring in £60 at most.

No. 23 1746 LETTER Morley

[Page 1]

Dear Bro:

I attended at ye meeting for ye sale of New hall but in that as well as all other things ye did not know what ye would be at they offered onely ye hall and Lands fr sale which I would not Bid at they might have had 1200 for the Land but Mr Marston sayd that was nothing near the Value of it so dismissed as all Mr Foxcroft desired me to call upon him and he would treat with me for the whole which I did but I found except I would give more by two Hundred pound then it was worth I might not have it I have sent you his Valuation and on the other side my thoughts of it. I bid Mr Foxcroft sixteen hundred pound for it and I am sure the whole will not Clear 60L per Year *[illeg]* by what I can

[Page 2]

find they will not sell till ye have try'd What all ye Estate ye have will give which will be a prity^[?] expense I set out for London on ye 20th when I get there you shall hear from me I was at Lancaster last week and my mother was as well as I have seen her this Great while I was glad to hear my sister was so well after her Journey I had a letter from Richmond last post and all was in good Order there I have not time to writ any more so my Love to peg and Nan^[n?] and Am Your most Afft ^[?affectionate] Bro Jos Morley
Gigleswick Sep ye 19

[Overleaf]

Sep: 22d 1746

To Revd Mr Wilson

1200
60
340
£1600

and pencil jottings

No. 24 1746 Abstract

Advice by George Foxcroft about buying New Hall, and looking elsewhere for property.

No. 24 1746 LETTER Mr Foxcroft to Revd Mr Thomas Wilson, Carlisle

Good Sir

I am ashamed I have not given you an answer to what I promised before now but really I could get no possitive one from Mr Marsden I have talked both with his mother & him about it & they are so Inconsistent & so unresolved that I am just where I began We have sold some Lands in Hurton[?] which gives a present reliefe & till p...d on again which cannot be Long they will never be brought to think nor to be determined in any thing if it happen that they fix upon your take of this New hall I will let you know or if any thing else ~~happen~~ offer in this neighbourhood which I think is likely you may depend of hearing from me My wife & daughter join in Compliments to your Lady & I am sir your obedient [*?honoura*]ble Servant

Geo Foxcroft

14th Jan: 1746

[Overleaf]

Jan: 19 1746

Mr Foxcroft

To

The Revd Mr Thomas Wilson at his house in Carlisle Cumberland

No. 25 1747 Abstract

Letter from W. Tatham of Askam to Revd Wilson at Carlisle about purchase of New Hall and the need for a good title.

No. 25 1747 LETTER W Tatham, Askham, to Revd Mr Wilson, Carlisle

Dear Sir

I have looked over a short Abstract of Mr Marsden's second Settlement & find the land Estate at Newhall so limited that there will be a Necessity for a Recovery to make you a good Title. The purchase Deed may lead the Uses & he and his Mother may therein covenant to suffer one within a fixed Time; or if his Mother surrender to him, he alone may do it. I mentioned the Curacy both to Mr Smalwood & Mr Milner, neither of whom will accept it. An Offer of it was made to the latter in your Name & he thinks himself much obliged to you; the former I only sounded. My good wishes attend you all.

Your aff[*ectiona*]te Fr[*ien*]d & h[*onoura*]ble Servant

W Tatham

Askham 21 Jan 1747/8

[Overleaf]

Jan: 23. 1747

Wm Tatham Esqr

To The revd Mr Wilson
Carlisle

No. 26 1747 Abstract

24 February 1747

George Foxcroft summarizes the title of Mr Marsden to New Hall and the manor of Rathmell.

In 1637 John Caterall sold to Roger Moor for £850.

In 1684 John Moor and Agnes his wife sold to Henry Marsden (great grandfather) for £1300.

Partition deed for New Hall and Holling Hall found at brother-in-law Morley's.

The estate was always conveyed as a moiety of Newhall and Manor of Rathmell.

In 1724 a Trust Deed for present Henry Marsden – a mortgage for £500 borrowed from Mrs Hornby, for 1000 years. Mortgage paid off by Marsden.

Rathmell rents mortgaged to Mr Brougham, but now paid off.

The affair between Mr Marsden and tenant at Newhall (Blackwell) – ploughing limited to 9 or 10 acres. (See 29 for Ambrose Blackwell occupying Newhall)

No. 26 1747 LETTER Geo Foxcroft to Revd T Wilson, Carlisle

Sir

I have looked into Mr Marsdens Title to the Newhall Estate and the Manor of Rathmell. I find in 1637 it was purchased of John Catterall by Roger Moor Consideration £850. In April 1684 it was purchased from John Moor & Agnes his wife by Henry Marsden, who was Great Grandfather of this present Henry Consideration £1300, there is also a Release from old Serjeant Moor to the said Henry Marsden of some Title he pretended to have in it. Amongst all Mr Marsden's papers I could not find the partition Deed between Holling hall and Newhall, but found it at your Brother Morley's for you must know the Estate was always Conveyed by the name of A Moiety of Newhall and Hollinghall, and Manor of Rathmell.

In January 1724 Mr Marsden after Marriage made a Voluntary Settlement of this Newhall & other Lands and Estates & Subjected the same to the payment of £500 to be disposed of as the said Mr Marsden or his Lady should think proper, this was done by raising a Term of 1000 years, then the Settlement runs thus. That after the respective deceases of Mr Marsden & his Lady, To the use of Trustees to preserve Contingent Uses etc To the Use of the first son of the said Henry Marsden on the Body of the said Eliza**[beth]** his then wife begotten or to be begotten & and of the heirs of such first son lawfully Issuing & for default of such Issue in like manner to the 2nd & so on to the 7th & in Default etc for want of such to the right Heirs of the said Henry Marsden for ever The Term of 1000 years mentioned in this Settlement for raising the

[Page 2]

£500 was assigned over amongst other Lands & Tenements to one Mrs Hornby for Securing a Sume of Money Borrowed of her, I know that Money was paid off & it was Assigned back (as I am told) to this present Mr Marsden, that is all I want. Mr Marsden tells me he has it & will send it me up

very shortly: Rathmell Rents are Comprahended in a Mortgage to Mr Brougham, but as that Mortgage will now be paid off I think it made no matter of taking any Notice of it; we shall get A Certificate when the Money is paid to Mr Brougham to discharge it out of the Registers Office, & that will be sufficient. I think tho' the Settlement is upon the first Son & his Heirs yet it will be necessary to Levy a Fine to Cut off the Expectancys, but as I suppose Lawyer Tatham is in your Country, it would not be amiss to ask him the Question, for I would not have you put to any more Expence than necessary. I should be glad to hear from you about it, for the time will now be drawing near that things should be brought to a Conclusion.

I was with your Brother Morley the other day, & he is got pretty well, he comes down Stairs but dares not yet Venture out of Doors. The affair is made up between Mr Marsden & the tenant at Newhall - he is limited to plough no more than 9 or 10 acres & that is such and such Closes. *[In another hand]* My wife & Daughter Join in Compliment to your Lady & I am Sr your obedⁱent h^onourable Serv^ant

Geo: Foxcroft

19 feb: 1747

[Overleaf]

Feb. 24, 1747

Mr Foxcroft

To The Revd Mr Thomas Wilson at Carlisle Cumberland
Kendall

[Stamp] SETTLE

No. 27 1747 Abstract

Mr Brougham gave mortgage to Mr Marsden, for Rathmell rents, who has sold to Revd Wilson. He requests payment from Revd Wilson to settle with Mr Brougham.

No. 27 1747 LETTER H Marsden to Revd Wilson

Lancaster March ye 4th

Dear Sir

As Mr Brougham has demanded to have his Money pay'd upon ye 25th of March it will be doing me a singular Favour if you will please to let me have yours about 2 Days before that Time. I am with my Compliments to Mrs Wilson Sr

Your very obedient Servant

H. Marsden

[Overleaf]

March 7, 1747

Hen: Marsden Esqr

To The Revd Mr Wilson
At Carlisle
Cumberland

[Stamp] LANCASTER

No. 28 1747 Abstract

Lease between Henry Marsden of Wennington and Revd Thomas Wilson, clerk, of Carlisle, concerning Marsden's half share of the manor of Rathmell, including New Hall and the mill.

No. 28 1748 INDENTURE Marsden to Gibson for Wilson

Wakefield XX528 719 1748

Reg^d. Seventeenth June 1748 at Eleven in the Forenoon

Indentures of Lease and Release bearing Date respectively the First and Second Days of March One Thousand Seven Hundred and Forty Seven The Lease made or mentioned to be made Between Henry Marsden of Wennington Hall in the County of Lancaster Esquire only Son and Heir of Henry Marsden late of Wennington aforesaid Esquire Deceased and Grandson and Heir of Henry Marsden formerly of Gisburne in the County of York Esquire Deceased and Nephew and Heir of of Charles Marsden formerly of the same place Esquire Deceased and Great Grandson and Heir of Henry Marsden formerly of the same place Esquire Deceased on the one part and George Gibson of the Inner Temple London Gentleman on the other part The Release being of Three Parts and made Between the said Henry Marsden of the first part the said George Gibson of the Second part and the Reverend Mr. Thomas Wilson of the City of Carlisle Clerk of the Third part Of and Concerning All that the said Henry Marsden's Moiety or half part Of All that the Manor or Lordship of reputed Manor or Lordship of Rawthmell in the County of York And all the Rents Royalties Segniories Rights Members and Appurtenances thereof or thereunto belonging And all that Capital Messuage and Tenement situate lying and being within the Townships of Rawthmell and Giggleswick in the County of York aforesaid called Newhall now in the Tenure or Occupation of Ambrose Blackwell And also All that other Messuage or Tenement situate within the Township of Rawthmell aforesaid called Stubbin Tenement also in the Tenure of the said Ambrose Blackwell And all those several Closes Inclosures Dales pieces and parcells of Arable Meadow and Pasture Ground to the said severall Messuages or Tenements belonging One Close called the Moor Close One other Close called Coney grath (sic) One other Close called Bracken Brow One other Close called the Intack One other Close called Kiln Sike One other Close called Thwaite One other Close called Lower Carr One other Close called Higher Carr one other Close called Stubbin Foot One other Close called Little Stubbin One other Close called Lower Stubbin One other Close called Corn Close bottom One other Close called Middle Stubbin One other Close called Higher Stubbin One other Close called Stubbin Hill One other Close called Corn Close One other Close called Cuttler Croft One other Close called little Bank Field One other Close called the Crooks Two parcells of Ground in Long Bank Moss and two parcells of Ground in Cockett Moss All situate within the Townships Townfields Precincts or Territories of Rawthmell and Giggleswick in the said County of York And contain together by estimation One Hundred Sixty six Acres be the same more or less And are now in the Tenure of the said Ambrose Blackwell or his Undertenants And the Reversion and Remainder of All that his the said Henry Marsden's Cottage and Garden situate and being within the said Township of Rawthmell at a Place called Moor Close and now in Lease to the said Ambrose Blackwell for the remainder of a Term of One Hundred Years under the Yearly rent of Six Shillings together with the said Yearly Rent of Six Shillings And also all that moiety or half part Of all that Water Corn Mill and Drying Kiln called Rawthmill Mill and the moiety of the Mill Race or Dam Wheels Stones Suit Toll Mulcture and other Appurtenances to the same belonging And also all that Isle or part of the Parish Church of Giggleswick as belongs to the said several Messuages or Tenements or either of them And also All the Free Rents Customary Fee Farm or other Rents and Fines due and payable or hereafter to become due and payable by any of the Customary or Fee

ffarm Tennants within the said Manor in respect of any Messuages Lands Tenements and Hereditaments in their or any of their respective possessions or occupations together with the Mojety of the Scite of the said Manor Courts Leet View of Frank Pledge Court Baron Profits and Perquisites of Courts Jurisdictions Franchises Liberties Royalties Amerciaments Casualties Waifs Estrays Deodands Fishing Fowling Hawking Hunting Rights Reversions Suits and Services to the same Mannor belonging or appertaining And all other the Messuages Lands Tenements Rents Royalties Segniories and Hereditaments whatsoever of him the said Henry Marsden situate lying and being within the parish of Giggleswick aforesaid wherein he hath any Right title Intrest Reversion Remainder or Expectancy depending thereon by whatsoever name or names the same are known or distinguished or in whose soever possession the same now are is or hereafter may be To Hold to the said George Gibson his Heirs and Assigns Upon the Trusts and for the Uses in the said Indenture of Release mentioned The Execution of which said Indentures respectively is Witnessed by Reginald Remington of Melling in the County of Lancaster Gentleman and George Foxcroft of Halsteads in the County of York Gentleman As Witness my Hand and Seal this Twentieth Day of April One thousand seven hundred and forty Eight
Signed and Sealed in the presence of us

Geo: Foxcroft
Reg^d: Remington sworn

Henry Marsden

No. 29 1747 Abstract

INDENTURE

Articles of agreement made 10 November 1746 for sale of half the manor of Rathmell for £1700 are referred to.

This deed made 22nd March 1747 is the Lease (to be followed by the Release next day) and is the sale by Henry Marsden of Wennington Hall, Lancs, to Thomas Wilson of Carlisle, clerk.

It is initially a (nominal) lease for one year, 5s paid by Thomas Wilson.

Half the manor of Rathmell with New Hall (occupied by Ambrose Blackwell) plus land (160 acres) , half the mill and drying kiln.

Memorial registered at Wakefield Book XX page 471 No. 634 on 16 May 1748

No. 30 1747 Abstract

Following No. 29 Lease and Release

This is the Release deed on 23rd March 1747

Half of manor of Rathmell

No. 30 1747 INDENTURE Marsden to Wilson

Wakefield XX471 634 1748

Reg^d. Sixteenth May 1748 at Nine in the Forenoon

Indentures of Lease and Release bearing date respectively the Twenty Second and Twenty Third Days of March One Thousand Seven Hundred and Forty Seven and made or mentioned to be made Between Henry Marsden of Wennington Hall in the County of Lancaster Esquire only Son and Heir at Law of Henry Marsden late of Wennington aforesaid Esquire Deceased and Grandson and Heir of Henry Marsden formerly of Gisburne in the County of York Esquire Deceased and Nephew and Heir of Charles Marsden formerly of the same place Esquire Deceased and Great Grandson and Heir of Henry Marsden formerly of the same place Esquire Deceased of the one part and Thomas Wilson of Carlisle in the County of Cumberland Clerk on the other part after reciting as in the said Indenture of Release is recited Of and Concerning All that his the said Henry Marsden's Moiety or half part of the Mannor or Lordship reputed Manor or Lordship of Rawthmell in the County of York and the Rents Royalties Segniories and Appurtenances thereof And all that Capitall Messuage

and Tenement situate within the Township of Rawthmell and Giggleswick in the County of York aforesaid called Newhall in the Tenure of Ambrose Blackwell as Farmer thereof And all that other Messuage Farm or Tenement situate within the Township of Rawthmell aforesaid called Stubbin Tenement also in the Tenure of the said Ambrose Blackwell And all those severall Closes Inclosures Dales and parcells of Arable Meadow and Pasture Ground to the said Messuages belonging hereinafter mentioned (that is to say) One Close called Moor Close One other Close called Coney Garth One other Close called Bracken Brow One other Close called the Intack One other Close called Kiln Sike One other Close called Thwaite One other Close called Lower Carr One other Close called Higher Carr One other Close called Stubbin Foot One other Close called Little Stubbin One other Close called Lower Stubbin One other Close called Corn Close Bottom One other Close called Middle Stubbin One other Close called Higher Stubbin One other Close called Stubbin Hill one Other Close called Corn Close One other Close called Cutler Croft One other Close called Little Bank Field One other Close called the Crooks Two parcells of Ground in Long Bank Moss and Two parcells of Ground in Cockit Moss All situate within the Township of Rawthmell and Giggleswick in the said County of York and contain together by estimation One Hundred and Sixty Six Acres be the same more or less now in Tenure of the said Ambrose Blackwell or his Undertenants And the Reversion and Remainder Of All that Cottage and Garden situate within the Township of Rawthmell at a place called Moor Close now in Lease to the said Ambrose Blackwell for the Remainder of a Term of One Hundred Years under the Yearly Rent of Six Shillings together with the said Yearly Rent of Six Shillings And all that Moiety or half part of all that Water Corn Mill and Drying Kiln called Rawthmell Mill and the Moiety of the Mill Race and Dam Wheels Stones Suit Toll or Mulcture and other Appurtenances to the same belonging And all that Isle or part of the parish Church of Giggleswick as belongs to the said severall Messuages or Tenements or either of them And all the Free Rents Customary Fee Farm and other Rents and Fines due and payable or hereafter to become due and payable by any of the Customary or Fee Farm Tenants within the said Manor in respect of of (sic) any Messuages Lands Tenements and Hereditaments in their or any of their respective possession or Occupation Together with a Moiety of the Scite of the said Manor Courts Leet View of Frankpledge Court Baron Profitts and Perquisites of Courts Jurisdictions Franchizes Libertys Royalties Amerciaments Casualties Waists Estrays Deodands Fishings Fowling Hawking Hunting Rights Reversions Suits and Services to the same Manor belonging or appertaining And all other the Messuages Lands Tenements Rents Royalties Segnories and Hereditaments whatsoever of him the said Henry Marsden situate lying and being within the parish of Giggleswick aforesaid wherein he hath any Right Title Interest Reversion Remainder or Expectancy depending thereon To hold with their and every of their Rights Members Annexations and Appurtenances unto the said Thomas Wilson his Heirs and Assigns for ever The Execution of Which said Indentures respectively is Witnessed by George Foxcroft of Hallsteads in the parish of Thornton in Lonsdale in the County of York Gentleman Reginald Remington of Melling in the County of Lancaster Gentleman and John Stackhouse of Burton in Lonsdale in the said County of York Gentleman As Witness my Hand and Seal this Twenty Third Day of March One Thousand Seven Hundred and Forty Seven

Signed and Sealed

in the presence of us

Henry Marsden

Geo Foxcroft

Reg^d. Remington

John Stackhouse Sworn

No. 31 1747 Abstract

Dispute about Ambrose Blackey occupier of Newhall, concerning ploughing. Henry Marsden to compensate Revd Wilson if Blackey does not obey conditions of the tenancy. (see also No. 29). (Blackey referred to as Blackwell elsewhere).

No. 31 1747 AGREEMENT Morley Foxcroft Blackey; Wilson Marsden

By certain Articles of Agreement enter'd into by Henry Marsden Esqre and the Reverend Mr Thomas Wilson Clerk for the Sale of New Hall etc in the parish of Giggleswick it was amongs other Things agreed between them that if Ambrose Blackey the present Tennant /and Occupier\ of Newhall and the Lands and Hereditaments thereunto belonging should continue Tennant thereof and Occupy the same for the Year 1748 he be subject to such rules of Husbandry as should be prescribd and set down to him by Josias Morley Esqre George Foxcroft and Reginald Remmington or any two of them, in pursuance of which said Agreement we the said Josias Morley and George Foxcroft having considered the premisses do Order and appoint the said Ambrose Blackey to Husband the same in Manner following

[in another hand] first that he shall plow in one Close called Whait so much as has been usually plowd and so much in the Carrs as will make it up ten acres but not any Close but what he has plowd since he became tennant not to Comitt any Wast or Cutt down any wood of at *[?any]* sort soever without the Lycence of the said Mr Wilson F *[illeg]* on the same & at *[illeg]* therefrom to be left on the farm at the End of ye year for ye benefitt of the Landlord or Succeeding Tennant to Deliver up the lease in reasonable repair and quiet possession at the End of the year to ye said Mr Wilson

[in first hand] Given under Our Hands this Twentyfourth Day of Feb[rua]ry in the Year of our Lord One Thousand Seven Hundred and Forty Seven

[signed] Jos: Morley
Geo Foxcroft

To Ambrose Blackey

I do hereby agree with the Reverend Mr Thomas Wilson who hath now purchased the premisses contained and mentioned in the above written order and appointment that if in Case Ambrose Blakey the present Tenant do not pursue & Act conformably to the Direction of the said appointment I promise to pay the said Mr Wilson any Damage he may sustain by his Acting to the contrary the same to be Set down and Settled by Josias Morley Esqre George Foxcroft and Reginald Remington Gentlemen or any two of them the same now being under the yearly Rent of fifty five pounds As Witness my hand this twenty third day of March 1747

[signed] Henry Marsden

Witness

John Tatham

Jas: Sidgswick

[Overleaf]

True Copy of the Notice Delivered to Blackey

Gave John Blackey a true Copy of the Within Notice at Settle the first Day of March

No. 32 1747 Abstract

Brother-in-Law J. Morley to Revd Wilson at Carlisle about raising money.

No. 32 1747 LETTER J Morley to Revd Mr Wilson at Carlisle

Sep ye 25 1747

Dear Sir

After I received your letter I ordered a meeting with Mr Marsden ~~and~~ Mr Foxcroft and Mr Remington I aquainted them with your resolutions on the affair. The sayd Mr Marsden has two thousand pound to pay to Mr Broham at Candevalmas and if the money was not all payd at that time

it would put him to great inconvenience but that if Mr Broham would give Mr Marsden leave to pay the money at Candevalmas and Whitsontide he was willing to let you have ye Estate but as I found ye had no other way to rase the mone but by the sale of this Estate I would not fix any other times of payment but say you would do what you could to make the paymen easy to Mr Marsden upon this Mr Remington was sent to Mr Broham I recd this leter from Mr Foxcroft

[Overleaf]

for

Mr Remington is come Back from Mr Broham he has given time till Lady day if Mr Wilson could raise ye money ag[ains]t that time it would anser right & I hope he will Endeavour to do it if not Mr Marsden must do some way, for money must be payd at that time & I do not see no other way of raising it but by the Sale of this Estate if it cannot be got up against that time as much must be got ~~be got~~ by Mr Wilson as he can well raise and the rest and ye rest must be raised some other way till Whistison tide. I am (V)[?] I shall writ to Mr Foxcroft to night and acquaint him with your last and with ye time you purpose being here till I see you I shall do ~~all~~ every thing in my power in this affair I have aquainted my Cousen with your request in regard of the money pray my Complments to all and I am Your Aff[ectiona]t[e] etc
J Morley

Oct 28 1747

Br Morley

To The Revd Mr Wilson at Carlisle Cumberland

[Pencil] Manistrad Merct in Liverpool [?]

Stamped BRADFORD

No. 33 1750 Abstract

Indenture Mortgage John Cornthwaite of Hincaster, Westmorland, waller sells to John Preston of Milnthorpe, Westmorland, mercer, a dwelling house and new house being erected in Hincaster for £20. Includes the stones in the walls of an old garth.

Appears irrelevant to Rathmell.

No. 34 1755 Abstract

INDENTURE

Transaction involving Revd Thomas Wilson

Indenture tripartite witnessed by Bar{tholomew} Simpson and John Langton

28 October 1755 (29th Geo II)

Richard Baynes of London (first party) selling a property to Anne Wren of Cockermouth, Cumb., spinster, (second party), and Revd Thomas Wilson clerk, one of the prebendaries of Carlisle Cathedral, and William Tatham of Askham, Wetsmorland, (third party).

Intended marriage of Richard Baynes to Anne Wren. 5s paid by Wilson and Tatham to Anne Wren. Brigholme, Crosthwaite, Cumb., with land and tithes and rents, subject to yearly payment of £17 7s 6d paid to Mrs Alice Wren, widow, mother of Anne.

Sealed and delivered to Thomas Wilson and William Tatham

No. 35 1764 Abstract

11 August 1764 INDENTURE, marriage contract between Josias Morley and Lydia Whaley. The Deed for making a Jointure for Miss Whaley on her marriage with Josias Morley Esquire.

Indenture in three parts.

- 1. Josias Morley of Giggleswick, esquire*
- 2. Lydia Whaley of Giggleswick, spinster*
- 3. John Stanhope of Horsforth esquire and John Bancroft of Gisburne gent*

Lydia's estate includes property at Carleton, Barnoldswick, Bingley, Kighley (sic), Giggleswick, Addingham and elsewhere. The manor of Beamsley, Beamsley Hall.

Morley has property in Addingham, Halton, Skipton and Ilkley.

On decease of Josias, Lydia to have an annuity of £200 pa.

No. 36 1776 Abstract

Indenture Conveyance of field called Crooks.

Revd. Robert Settle of Lowestoft, William Boyce and Jane his wife, Katherine Settle of Swainstead, Margaret Settle of Swainstead are all together selling Crooks to Revd Thomas Wilson.

Crooks is 1 acre 1 rood. Cost £47 10s (highest best bid) paid by Wilson. Lease for 2000 years.

Rent due to lordshipp is 6 1/2d and Annual Rectory rent to Giggleswick Church 1d.

No. 37 and No. 38 1778 Abstract

Lease and Release between James Swinglehurst and Josias Morley of Giggleswick for land in Rathmell.

Nos. 37 and 38 1778 INDENTURES Swinglehurst to Morley

Wakefield CD365 516 Reg^d. 26th. Augst. 1778 at Nine in the Forenoon

A Memorial of Indentures of Lease and Release bearing Date respectively the thirteenth and fourteenth Days of January in the year of our Lord One thousand seven hundred and seventy eight the Lease made Between James Swinglehurst of Gill in the Parish of Bolton juxta Bowland in the County of York Yeoman of the one part and Josias Morley of Giggleswick in the County aforesaid Esquire of the other part and the Release made Between the said James Swinglehurst and Alice his Wife of the one part and the said Josias Morley of the other part Of and Concerning All those two Closes Inclosures or Parcels of Ground commonly called and known by the several names of the Bank and Thorneam Close containing together by Estimation three acres or thereabouts be the same more or less All which said Premises are situate lying and being in the Township Precincts Liberties or Territories of Rathmel in the Parish of Giggleswick and County aforesaid Which said Indentures as to the Execution thereof are Witnessed by Nicholas Tyson of Giggleswick aforesaid Cordwainer and Christopher Megson the younger of Settle in the said County of York Gentleman Signed and Sealed in the Presence of us

Nich^s. Tyson

Chris: Megson jun. Sworn

James \The Mark of/ Swinglehurst

No. 39 1778 Abstract

Thomas Wilson Dean of Carlisle, son Thomas Wilson.

To Josias Morley and William Hodgson half the manor of Rathmell and the mill.

No. 39 1778 WILL of Thomas Wilson: 17th August 1778

(Transcribed EMS)

Page 1

I Thomas Wilson Doctor in Divinity Dean of Carlisle do make this my last will and Testament in Manner and Form following First I give and devise unto my Son Thomas Wilson All these my Messuages Lands Tenements and Hereditaments situated in the Parish of Horton in Ribblesdale in the County of York as well Freehold as Leasehold with their and every of their Appurtenances together with the Patronage of and Nomination to the perpetual Curacy of Horton aforesaid To have and to hold such of the said Messuages Lands Tenements and Hereditaments as are Freehold together with the Patronage of and Nomination to the perpetual Curacy to him my said Son Thomas his Heirs and Assigns forever and To have and to hold such of the said Messuages Lands Tenements with their repective Appurtenances as are Leasehold to him my said Son Thomas his Executors Administrators and Assigns the whole Estates subject to and chargeable with one thousand Pounds to my Daughters Elizabeth and Barbara equal Portions that is to each five hundred Pounds to be paid to them within Twelve Months after my decease Also I give and bequeath to my said Son Thomas all the rents of the said several Estates hereinbefore devised to him which shall be in Arrear at the time of my Death Also I give and devise to Josias Morley of Giggleswick in the said County of York Esquire and Mr William Hodgson Collector of the Customs of Carlisle all my Messuages Lands Tythes Rents Tenements and Hereditaments wheresoever and whatsoever together with the Moiety of the Manor and Miln of Rathmell situate within the Parish of Giggleswick in the county of York aforesaid with their and every of their Appurtenances Also I give and devise to the said Josias Morley and William Hodgson my Freehold Estate in the Parish of Kirkby Kendal in the County of Westmorland called Birk Moss as also my Freehold Land on Cummersdale in the Parish of Saint Marie Carlisle together with the lease held under the Church of Carlisle granted to Mr William Hodgson in Trust for me of the yearly Rent of seven shillings and four Pence with their and every of their Appurtenances To have and To hold the same to them the said Josias Morley and William Hodgson their Heirs and Assigns for ever and I do hereby declare that the said Devise of my Estates in the Parishes of Giggleswick and Kirkby Kendal Saint Marie Carlisle is so made by me in Trust to and for the several Uses and Purposes hereinafter mentioned that is to say that they the said Josias Morley and William Hodgson or the Survivor of them or the Heirs of such Survivor shall after my decease collect and receive the Profits and Rents of my Estates within the Parish of Giggleswick aforesaid and pay the same to my dear wife Margaret during her Life in Recompence of her Dower and after her Death shall and do as soon as to them may seem expedient make absolute Sale of the said Estates to them devised for the best Price that can be obtained and the Monies arising from such Sale to be divided equally amongst my two Daughters Elizabeth and Barbara and my Son George or to the Child or Children in Right of Representation of such of them as shall be then dead leaving Issue after Payment made of one thousand Pounds to my Son in Law Robert Watters Esquire for which I have given my Bond being the remaining half Part of my Daughter Margaret's Marriage Portion and likewise that the said Josias Morley and William Hodgson or the Survivor of them or the Heirs of such Survivor shall and do as soon after my decease as to them may seem expedient make absolute Sale of my said Estates in the Parishes of Kirkby Kendal and Saint Marie Carlisle for the best Prices that can be obtained, except my wife chuses to have the Sale of the last mentioned Estate in the Parish of Saint Marie Carlisle deferred till after her Death and casse[?] the Monies arising from the Sale thereof as soon as conveniently may be after the same shall be received to be placed out in Government or other Securites in the Name or Names and at the

Discretion of the said Josias Morley and William Hodgson or the Survivor of them or the Executors or Administrators of such Survivor and pay the Interest thereof to my said wife during her Life and after her Decease to divide the Principal equally amongst my two Daughters Elizabeth and Barbara and my Son George or to the Child or Children in Right of Representation of such of them as shall be dead leaving Issue I give and bequeath to my two Daughters Elizabeth and Barbara and my Son George each five

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hundred Pounds the Interest of which to commence immediately after my Death I give my Books to all my Children those excepted which my wife chuses to have to be divided amongst them as she shall judge proper What remains of my Mortgage and Bonds after my Debts Legacies and funeral Expences are discharged I give and bequeath the Interest thereof to my said wife during her Life and after her Decease I give the said Mortgages and Bonds to my two Daughters Elizabeth and Barbara and to my Son George equally to be divided amongst them or to the Child or Children in right of Representation of such of them as shall be then dead leaving Issue All the Rest Residue of my Goods Chatels Furniture and personal Effects whatsoever and wheresoever I give and bequeath unto my said wife Margaret whom I constitute and appoint sole Executrix of this my will and Testament, and whereas by certain Articles bearing Date on or about the sixteenth Day of August in the Year of our Lord one thousand seven hundred and forty four and executed previous to my Marriage with my said wife it was agreed that the several Sums of thirteen hundred Pounds and six hundred Pounds were to be placed out in the Purchase of a Freehold Estate and that such Estate when purchased should be conveyed to and vested in certain Trustees to the Use of me and my wife during our respective Lives and my said wife's Estate therein to be in Lieu and Bar of her Dower and after our Deaths to the Use of our Issue share and share alike in which said Articles of Agreement is also contained a Proviso that on my paying or securing the Sum of nineteen hundred Pounds for such Uses as are herein before recited the same Estate if purchased should be conveyed to me in Fee And whereas the said several Sums of thirteen hundred Pounds and six hundred Pounds have not been laid out in the Purchase of any Estate pursuant to the said Articles Now I do hereby declare my Mind to be and do direct that the several Provisions made for my wife and all my Children by this my will, except my Daughter Margaret herein after names being more ample and beneficial to everyone of them than they would otherwise have been intitled to shall be received by them and every of them in Lieu of and full Satisfaction for all such Estate and Interest as they could or might respectively claim under a strict Execution of the said Articles of Agreement And whereas I have already paid or secured to be paid to Robert Watters Esquire as a Marriage Portion with my said Daughter Margaret his wife the Sum of two thousand Pounds Now I do hereby declare that I so paid or secured the same to be paid as and that the same shall be considered and taken to be a full Satisfaction to my said Daughter Margaret not only for what she would otherwise have been intitled to under the said Articles of Agreement which I entered into upon my Marriage but also of all other the Child's Part and Portion of my said Daughter Margaret out of all my real and personal Estate whatsoever And Lastly I do declare this only to be my last will revoking every other will at any Time heretofore by me made reserving to myself notwithstanding a Power to make such Additions or Alterations in the same by any Codicil or Codicils annexed to this my will and signed by my own hand and as to me shall seem necessary and fit which Codicil or Codicils I order and will shall be deemed Part of my will In Witness whereof I the said Thomas Wilson have herewith set my Hand and Seal all wrote by me this seventeenth Day of August in the Year of our Lord one thousand seven hundred an[d] seventy eight. Thomas Wilson *SEAL*
Signed sealed published and delivered by the within named Thomas Wilson as and for his last will and Testament in the Presence of us who in his Presence and at his request have subscribed our Names as Witnesses thereto. Philip Barnes John Langcake, John Hodgson.
I Thomas Wilson Doctor of Divinity Dean of Carlisle do annex this as a Codicil to my will which I order and direct shall be received accepted and taken to be Part and Parcel thereof I give to Sir

James Lowther Baronet my Coins and Medals contained in a red japanned Box as an Acknowledgment of the Obligations I am under to him. I give to my worthy Friend Charles Allix Esquire five Guineas for a Ring. I give to my faithful Servant George Boustead twenty Pounds and all my

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woollen Clothes I give to the Charity in the City of Carlisle ten Pounds and to the Poor within the Liberties thereof ten Pounds and to the Poor of the Parish of Torpenhow Ten Pounds to be distributed at the Direction of the several Curates thereof In Witness whereof I have hereunto set my hand this eighteenth Day of August one thousand seven hundred and seventy eight. Thomas Wilson.

Proved at Carlisle 15th Octr 1778

No. 40 1784 Abstract

Lease and Release between Charles Nowell of London and Thomas Wilson Morley of Carlisle for land in Rathmell.

No. 40 1784 INDENTURE Nowell to Morley

Wakefield CQ427 618 Reg^d. 25th. June 1785 at Nine in the Forenoon

A Memorial of Indentures of Lease and Release bearing date respectively the Eleventh and Twelfth Days of May in the year of our Lord one thousand seven hundred and Eighty five both made Between Charles Nowell of Lincolns Inn London Gentleman of the one part and the Reverend Thomas Wilson Morley of Carlisle in the County of Cumberland of the other part and are Of and Concerning All those two Closes or Inclosures of Ground situate lying and being within the Township of Rathmell in the Parish of Giggleswick in the County of York commonly called the Moorby and Nook now in the Occupation of Roger Bammerton as Famer thereof which said Indentures are Witnessed by Nicholas Tyson of Giggleswick aforesaid Cordwainer and William Carr of Stackhouse in the Parish of Giggleswick aforesaid Gentleman as to the Execution thereof by the said Thomas Wilson Morley

Signed and Sealed } Nich^s. Tyson

in the presence of us } W^m. Carr Sworn

Tho^s. Wilson Morley

No. 41 1798 LETTERS

Letters to Bishop of Chester, relevance unknown, probably in reply to Revd Wilson.

No. 41 LETTER 1798 Bishop of Chester to ?

Stowe House, near Buckingham

Dear Sir

I have the faver of your letter at this place, & lose no time in thanking you for the measure you propose in suggesting to the Clergy of the? Deaneries the propriety of setting on foot subscriptions in aid of Government in their several Parishes.

I see nothing which can be doubtful in your letter but the honourable mention you make of my

subscription, which was for the See of Chester £300. for my Prebend at Westminster £66.14. from College my share was of £200, £40.

[Side 2]

Your letter found me writing to the Sheriff of Cumberland to thank him for appointing a meeting at Penrith for the /same\ object & to request /him\ to signify my approbation of it to the Clergy It will give me great pleasure to find that a measure so well directed as your past meets with the success due to it, whilst it reflects so much honor to your own zeal & activity.

I am Dear Sir with true regard & esteem your faithful & humble servant
W Chester
C....?

[Overleaf]

Bishop of Chester March 6th 1798

[NB Bishop of Chester at this time William Cleaver]

No. 42 1800 CORRESPONDENCE between Morley and Bishop of Chester

[draft/copy of letter]

Leyburn
My Lord

I will not appear to be remiss even to myself, which I should do were I to delay congratulating your Lordship on your translation to the See of Bangor; tho it is an event many will /have cause to\ feel, & few more than myself who have been highly obliged by your attention & good opinion. Permit me to assure your Lordship that the affectionate regard of ~~the yr Clergy of your diocese~~ I speak from my personal knowledge of them in this part, will follow you, and that you leave strongly impressed upon ~~their~~ our minds a grateful sense of your unremitting & judicious attention to the laborious duties necessarily attached to a diocese so extensive & populous as this is - The situation at Bangor /I hope\ ~~in all respects more eligible~~ I hope will particularly allow you opportunity of more retirement & tranquil enjoyment of your family than you have of late been able to command. In sincerity of heart I wish that enjoyment may be long, & accompanied with the blessing of health. Mrs Morley & my young Folks, who will not forget your goodness to them, write in respect to you & Mrs Cleaver & your young Ladies.

I am, my Lord
Yr faithful & obliged Hunle*[honourable?]* Servant
JW Morley

To the Bishop of Chester
Apl 1800

[letter]

Dear Sir

It is impossible not to say, that I am much flattered by your kind letter of Congratulation. If the See of Bangor offers me a prospect of less business and a permanent Country residence in the middle of my diocese during the summer, objects which I have long had at heart, be assured, I am perfectly sensible, no diocese can be supposed /to offer\ a Body of Clergy more attentive to their

duties, or more disposed to pay a flattering attention to the wishes of a Diocesan. [page 2] My personal acquaintance with the virtues & manner of many with a sincere esteem for all in a general view assuredly gives me much to regret in the change. Added to these motives the Civilities which the hospitality of Leyburn has afforded, demand my particular acknowledgements, and I beg leave to make my most respectful compliments to Mrs Morley with my kind regards to your young Ladies, of whose skill and ingenuity I have the most elegant proofs. Should Oxford lie in the way of yourself, of Mrs Morley or the young Ladies, I will claim the privilege of their notice, as your once Bishop.

In the meantime I am with great regard & esteem your most faithful servant, W Chester

[letter cover]

[stamped] OXFORD

Oxford April eighth 1800

To The Revd Mr Morley

Leyburn

Bedale

Free ??????

Bishop of Chester April 8th 1800

No. 43 1808 Abstract Knowles Wilson

Sale of field Thorneacres 2a 11p in Rathmell by John Knowles to Revd Thomas Wilson Morley, the younger of Catterick. 5s paid by Wilson to Knowles, £150 consideration money.

Three other parties involved as devisees of will of Thomas Knowles, late of Rathmell.

Nos. 44 and 45 1825 Abstract

New Hall Estate The property of the Revd Thomas Wilson Morley September 1825

George Kendal occupier

Numbered premises 1 to 25. Notes about type of land and status added. Acreages and values listed.

Nos. 46 and 47 1825 Abstract

List of Property of Holling Hall Estate

The property of the Revd Thomas Wilson Morley September 1825

19 premises listed with areas, valuations and remarks on status and quality.

No 48 1825 Abstract

Estate and Inn at Rathmell belonging to the Revd Thomas Wilson Morley September 1825

13 properties with acreages, valuations and status remarks.

George Wolfenden occupier

**No. 49. 1834 Plan of proposed new farm house at New Hall (no date but goes with no. 49)
(R. Morley)**

No. 50 1834 Abstract

A drawing on silk of Proposed Barn with Shippons for 20 Cows at New Hall, the property of R. Morley esq.

Settle Jan 12th 1834

No. 51 1837 LETTER Bowman, Turnpike Road, to Mrs Morley

Botcherby 16th Oct: 1837

Madam

According to your wish I have this Day paid to the City & district Bank, Carlisle, on you acct the Sum of six Pounds for 3 years Interest, due 13th Juy last - & which I expect you will receive in the Manner you mention.

I am, Madam,
your obt Servt

John Bowman

Treasurer to the Carlisle & Penrith Turnpike Road

[overleaf]

[stamped] CARLISLE

Mrs Morley
East Hill, Middleton Tyas
near Ripon
Yorkshire

1839

Mr Bowman
Treasurer to the
Carlisle & Penrith
Turnpike Road
October 16th

No. 52 COPY LETTER Thomas Morley n.d.

[parts unreadable]

Sir

Perceiving by my account with the late Carlisle Bank of Messrs Foster & Co; that no interest due to me from the Carlisle & Penrith Turnpike has been ???? to my credit since the 13th of December 1834 ???? Mr Foster when you placed the previous arrears of £8 to my account I am induced to take the liberty of requesting you to inform me if ?????? of receiving this trifling sum for me in order that I /may\ make some arrangements respecting its being remitted to me occasionally

I am sir your obedient Honourable servant
Thomas Morley

No. 53 1840 COPY LETTER Thomas Morley

Messrs I have by this days post received intimation that the Carlisle City & District Bank have placed Six pound to my credit with your Bank in that of the Messrs Barclay & Co which I would require the same when duly approved of ~~be obliged~~ to you to place to the ~~????~~ credit of your ff & Honble Servt.
Thomas Morley

If you refer to my account in your Bank in 1837 you will find ~~you will find your ---~~ were so paid as been[?] for the same sum through the same Chanel
July 15th 1840

No. 54 1842 Abstract

Particulars and conditions of sale of a valuable Freehold Estate consisting of a farm called Swawbeck and an undivided moiety of another farm called Littlebank & Lumb.

To be sold by mortgagees of Thomas Tatham, bankrupt, and John Tatham junior.

No. 55 1879 Morley DEED of Family arrangement

Wakefield Registry Book 841 page 145 no. 6 (9 February 1880)

This is an enormous document of over 50 pages but is summarized in the Wakefield Deed version.

No. 55 1879 Abstract

Indenture 31 December 1879

- 1. Robert Morley of Long Preston*
- 2. Revd. George Bentley Morley of Coton*
- 3. Elizabeth Morley of Brighton*
- 4. John Topham of Middleham*
- 5. George Groves of Middleham*
- 6. Robert Morley and George Bentley Morley*

Thomas Wilson Morley (TMW1) of Easby House was grandfather of 1,2 and 3.

He died 1812 leaving a will 13 December 1811.

The manor of Rathmell was left to John Cumberland Hughes and Thomas Wiglesworth on Trust for the life of TWM1's wife Maria and for the use of her son Thomas Wilson Morley (TMW2) after her death.

Deed of Conveyance of 14 July 1812 TWM1 conveyed manor of Rathmell to his son TMW2.

Indenture Lease and Settlement (7, 8 June 1822) on marriage of TMW2 with Henrietta Downes: John Hedlam and Thomas Wiglesworth trustees. Rathmell plus Hollin Hall.

Maria Morley, wife of TWM1 died 19 December 1847.

Indenture 26 September 1849. TMW2 and Thomas Wiglesworth (trustee). Manor not to be mortgaged or sold.

TMW2 died 29 December 1866. Will 8 December 1865. Son George Bentley Morley inherits New Hall, Hollin Hall and Rathmell estates subject to use of TMW2's wife Henrietta for life, then to her son Thomas Wilson Morley (TMW3). Family was Elizabeth, Maria (died 1877), Robert, George, Andrew (died 1873). No issue from any of them.

Indenture 15 March 1872. Cross Keys estate.

Indenture 9 February 1872 1. Henrietta widow of TMW2 and 2. Andrew, Robert, George, Maria, Elizabeth.

Henrietta died 20 September 1874.

Indenture 7 November 1876. TMW3 and all the other brothers and sisters with John Topham.

TMW3 died 6 November 1877, unmarried and intestate. No Morley children of his siblings left to inherit.

This Indenture of 31 December 1879. Complications of a previous mortgage of £5000. Case goes to Chancery. Elizabeth gives up interest and Robert and George compensate her.

Sold to George Groves:

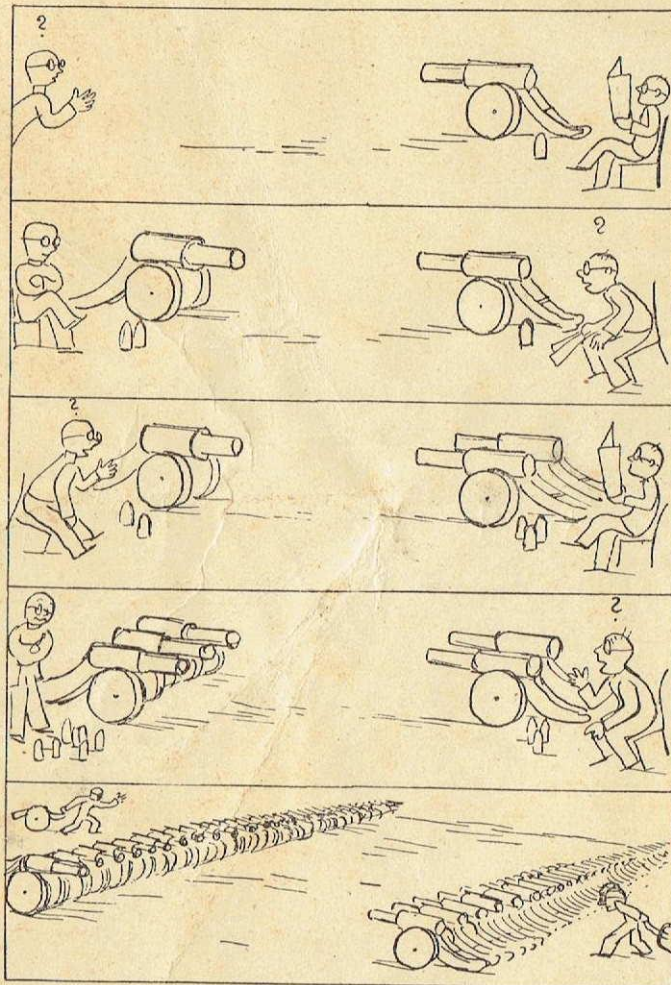
Manor of New Hall and estate 263 acres, tenant William Turner.

Manor of Rathmell, the Hollin Hall estate 196 acres, tenant Richard Fowler.

Cross Keys estate or farm 71 acres, tenant John Fowler.

subject to some payments to Robert and George. Lists of field for each estate.

No. 56 POST CARD



Les armements ne donnent pas la sécurité!

Carte postale

A recevoir chez «Nie wieder Krieg», Gartenhofstr. 7, Zürich

Vertical line on the left side of the postcard area.

Two horizontal dashed lines for an address.

A horizontal solid line for a return address.

No. 57 1730 Example of one of the LORD'S RENTALS

A Rentall of Madam Morley Estate in Rathmell due Martinmas 1730

	s	d
Mr Marsden for Stubbin	3	9
Edwd Eglin for Clarks Estate	2	6
Mr Hill & Mr Smith	6	3 1/2
Mr Nowell & Mr Cl...	9	0
Mr Bryan for Fosters	7	1
D ^o . for Smith wife Close	1	0
D ^o . for Swainsons Croft	0	1 1/2
D ^o . for Gallthropp	11	0
Mr Nowell for barn & Bunle?	0	6
J ^{no} : Brown	6	10
J ^{no} : Armistead	1	3
Wm Banks de Green	2	0
Wm Banks de Huggan house	4	5
Stephen Robinson	5	0
Geo: Robinson	1	3
James Prockter	2	7 1/2
James Swinglehurst	1	7 1/2
Wm Carr for Houghtons	7	1 1/2
Tho: Prockter	0	4 1/4
Alice Knowles	2	4
D ^o : for Dunkett	0	6
D ^o : for Armistead	0	7 1/2
Richd Carr	2	3
D ^o : for Knowles	0	9
D ^o : for Armistead	0	9
J ^{no} : Bradley	1	11 1/2
Tho: Settle for Swainstead	5	4
Charles Settle for Dunkatt	0	8 1/2
J ^{no} Settle for Fosters	5	00
D ^o for Foddinghams	0	5 3/4
Rose Carr	0	3
Tho: Newhouse	1	9
Wm Atkinson	1	3
Law: Houghton	1	2
Rowland Carr	0	11
Richd Bradley	2	6
J ^{no} Brown de Lum	0	7 1/2
J ^{no} Wiglesworth	0	6
Richd Knowles for Browns Estate	1	6
D ^o for Armistead	0	6
Stephen Carr de Moor	0	6
Hensleys & Wilkinsons	0	6
James Swainson	0	9

5 : 7 : 10 1/2

page 2 (N.B. Rack rents are economic rents at this time)

	s	d
Stephen Wigglesworth	6	8
D ^o for Swainsons	0	1 1/2
Mr Swinglehurst for Thos: Armistead	0	1
D ^o for Brown Hill	0	6
Edwd Eglin for Houghton Junior Rent	0	1
	<hr/>	
	0	7 : 5 1/2
		5 : 7 : 10 1/2
	<hr/>	
Rentall of Free Rents	5	15 : 4
	<hr/>	

Rack Rents	li	s	d
Mr Fish from Hamertons farmes	5	0	0
Stephen Harrison for Ric Halfe year Rent due Cand. 1729	30	0	0
	<hr/>		
	35	0	0

Rents in Arrear at Whitsuntide last & before

J ^{no} : Brown for Mill	5	5	0
Stephen Harrison	9	0	0
	<hr/>		
Rentall of Arrears	14	5	0
D ^o : of Rack Rents	35	0	0
D ^o : of Free Rents	5	15	4
	<hr/>		
... of all	55	0	4

page 3

per Contra

Rents in Arrear & moneys disbursed at March 1730 as follows

	li	s	d
Mr Marsden for Stubbin	0	3	9
Mr Bryan for Smiths wife Close	0	1	0
Stephen Robinson	0	5	0
Law. Houghton	0	1	2
J ^{no} : Wigglesworth	0	0	6
Stephen Carr de Moor	0	0	6
Hensley & Wilkinson	0	0	6
paid Thomas Bond for walling barne at Hamertons in Rathmell per account?	2	2	0
J ^{no} Brown for repairs & old Rathmell Mill by bill	0	16	1
J ^{no} : Hamerton for work at his barn was walled .. counte	0	8	0
Tho. Kenyon for 27 Loads of Lime			

to Hamertons barn	1 : 15 : 0
Bryan Prockter for work at Holling Hall & Rathmell per account?	0 : 17 : 3
J ^{no} Hamerton for making & a New Chimney in his House at Rathmell	0 : 12 : 0
Stephen Harrison his bill for disbursement as appears by particular all their families Dinners	0 : 1 : 0
paid J ^{no} Rent for Tween Like	0 : 2 :
paid Madam Morley at Hungerill 9 th Aug ^t 1730	9 : 0 : 0

4th ... D ^o per moneys I returned there per 1730 Mr Thos: Butterfield	21 : 0 : 0
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49 : 11 : 0

paid Madam Morley in Cash	5 : 9 : 4
ball[ance] equall	55 : 0 : 4

No. 58 1741 List of tenants of Mr Marsden in 1741. See scans no.58