

## COWSIDE

Post it 33 [43] 1647

This indenture made the 14th day of March in the 23rd year of the reign of our sovereign Lord Charles by the grace of God King of England Scotland France and Ireland defender of the faith etc. 1647 **Between** Richard Brayshey of Cowside within the parish of Giggleswick in the county of York yeoman on the one part And Robert Browne of Stainforth underbarghe in the said parish and county yeoman on the other part **Whereas** Thomas Watsons late of windscale and now of Stainforth underbarghe aforesaid in the said county gentleman by his indenture of assignment under his hand and seal bearing date the eighth day of May in the 13th year of the reign of our said sovereign Lord Charles the King's Majesty that now is for the consideration therein mentioned **Did** grant demise bargain sell assign set over and confirm unto the said Richard Brayshey his executors and assigns (amongst other things) Three score and six sheep gates or herbage pasturing and grassing for three score and six sheep to go eat feed and depasture in upon and throughout one stinted pasture Close Commonly Called and known by the name of Windscale stones alias howbothome Close and all ways liberties and easements to the same belonging **To have** and to hold the same to the said Richard Brayshey his executors administrators and assigns from and immediately after the day of the date of the said indenture for and during all the rest and residue which are then to come and unspent of a term of 500 years for which the whole Lordship of Langcliffe was granted and further as by the said indenture amongst diverse other matters and things therein contained more at large may appear **Now this** indenture witnesses that the said Richard Brayshey for and in consideration of the sum of £53 and 15 shillings of lawful English money to him at and before the sealing and delivery hereof well and truly contented and paid by the said Robert Brown the receipt whereof he the said Richard Brayshey does hereby acknowledge and confess and thereof and of every part and parcel thereof does clearly acquit exonerate and discharge the said Robert Browne his heirs executors administrators and assigns and every of them for ever by these presents **has granted** demised bargained sold assigned and set over and by these presents does for and from him and his heirs fully freely clearly and absolutely grant demise bargain sell assign set over and confirm unto the said Robert Browne his executors and assigns 40 and six sheep gates or 9 cattle gates or herbage pasturing and grassing for 46 sheep or nine cattles to go eat feed and depasture in upon and throughout the said stinted pasture Close Commonly Called and known by the names of windscale stones alias howbothome Close in common with other their neighbours and occupiers of the said pasture close or in severalty after partition and division thereof be made **Which** said premises are parcels of or belonging to the said three score and six sheep gates and are parcels of and belonging to the Lordship of Langcliffe aforesaid now or late in the tenure or occupation of the said Richard Brayshey his assignee or assigns and also all ways paths passages waters watercourses walls fences liberties easements profits commodities emoluments and advantages whatsoever to the said 40 sheep gates or nine cattle gates had used known belonging or in any wise appertaining **And also** all the full and whole estate right title interest term and terms of years use and possession occupation reversion claim and demand whatsoever of him the said Richard Brayshey of in and to the said premises and of in and to every part and parcel thereof **To have and** to hold all the said 40 and six sheep gates or nine cattle gates and all and singular other the said hereby before granted and bargained premises and every part and parcel

thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns to his and their only use and uses from and immediately after the day of the date of these presents for during and unto the full end and expiration and determination of all the rest and residue which are yet to come and unspent of the said term of 500 years above mentioned without impeachment of any manner of waste **And the said** Richard Brayshey for himself his executors and administrators and every of them does covenant promise and grant to and with the said Robert Browne his executors and administrators and assigns and to and with every of them by these presents as follows that is to say that he the said Richard Brayshey at the time of the sealing and the delivery of these presents has in his own right full power good and lawful title interest estate and authority to grant demise bargain assign set over and confirm all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the said continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years above mentioned in manner and form aforesaid **And that** he the said Robert Browne his executors administrators and assigns and every or any of them shall or lawfully may at all times hereafter and from time to time for and during the continuance of all the rest and residue which are yet unspent and to come of the said term of 500 years lawfully quietly and peaceably have hold use occupy possess and enjoy all the said hereby before granted and bargained premises and every part and parcel thereof with the appurtenances without any lawful let suit trouble molestation eviction ejection denial hindrance disturbance or any encumbrance of him the said Richard Brayshey his heirs executors administrators or assigns or any of them or of any other person or persons whatsoever lawfully claiming any manner of estate right title or interest of in or to the said premises or of in or to any part or parcel thereof **free and** clear and freely and clearly acquitted and discharged or upon every reasonable request well and sufficiently saved and kept harmless and lossless by the said Richard Brayshey his heirs executors or administrators **of and** from all manner of former and other bargains sales gifts grants leases wills entails fines feoffments mortgages jointures dowers and titles of dower rents arrears of rents annuities statutes recognizances extents judgments executions debts of record and of and from all acts estates titles charges troubles and encumbrances whatsoever (**The** rents suits and services and all galdes laies assessments for the said premises hereafter to become due excepted and always foreprized) **And** finally that he the said Richard Brayshey and heirs and Thomazin his now wife and every of them shall and will at all times hereafter and from time to time for and during the term and space of 10 years next coming after the date hereof at and upon the reasonable request costs and charges of the said Robert Browne his executors or assigns or any of them **make** do knowledge execute and suffer and cause and suffer willingly to be made done knowledged and executed all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better more perfect and absolute assuring sure making and conveying of all the said hereby before granted and bargained premises with the appurtenances unto the said Robert Browne his executors administrators and assigns for and during the continuance of the said term of 500 years **Be it** by matter in deed or matter of record or by any other lawful ways or means whatsoever as by the said Robert Browne his executors administrators or assigns or any of them or by his their or any of their counsel learned in the law shall be reasonably and lawfully devised advised and

required **In** witness whereof the parties above said to these present indentures interchangeably have set their hands and seals the day and year first above written

(Signed) Richard Brayshey

(Over)

Sealed signed and delivered in the presence of  
Tho. Foster Thomas Ellison John Tennant Robert Wetherad (?) Rich. Bainbridge

Obligation (torn)

Latin text signed Richard Brayshey; witnesses as with deed

English text

The condition of this obligation is such that (if the within) bound Richard Brayshey his heirs executors administrators and assigns and every of them do well and truly..... keep all and singular such articles conclusions and agreements as upon his and their behalf and party..... and ought to be observed performed..... specified expressed contained written and declared in one indenture dated in these presents may between (the) said bound Richard Brayshey on the one party and the within named Robert Browne on the other party that then this obligation to be void and of no effect or else it to remain and be in full power force and virtue

## **COWSIDE**

### **Post it 35 [44] 1655**

**This indenture made** the 18th day of June in the year of our Lord according to the computation of the church of England 1655 **Between** Thomas Watson late of Stainforth under bergh and now of Thornton in Ribblesdale in the county of York And Christopher Dawson of Knight Stainforth in the parish of Giggleswick and county aforesaid gentlemen on the one party And Richard Armitstead of Stainforth under bergh before said in the same county of York yeoman on the other party **Whereas** Lawrence Cockett late of Stainforth under barghe aforesaid now deceased by his indenture under his hand and seal bearing date the 17th day of January in the 10th year of the reign of the late King Charles over England etc. **Did** grant demise assign and set over unto the said Thomas Watson by the name and additions of Thomas Watson of Knight Stainforth of unto and to his executors and assigns the moitie or one half of one fire house or dwelling house and one lathe or barn and two garths or gardens on the North side of the said fire house situate lying and being in Stainforth under bergh aforesaid and therein the tenure and possession of the said Lawrence Cockett or his assigns and all fronts backsides steerrooms dunghillsteads seats in the church ways paths waters privileges and appurtenances whatsoever to the same belonging **To have and to hold** the same to the said Thomas Watson his executors and assigns to his and their only use and uses from the day of the date of the same indenture for and during all the residue then unspent of a lease of the term of 1000 years which did commence and begin upon or about the eighth day of April in the 38th year of the reign of the late Queen Elizabeth over England etc. without impeachment of waste and further as by the same indenture may appear..... by force and virtue whereof the said Thomas Watson entered into the said premises and thereof became lawfully possessed And has thereon lately erected and built a new dwelling house now situate and standing near or upon the front (?) whereon the old house formerly stood **And whereas**

William Lakeland of Stainforth under bargh aforesaid by his indenture under his hand and seal bearing date the 20th day of July in the 15th year of the reign of the late King Charles over England etc. **Did** grant demise assign and set over unto the said Thomas Watson for his executors administrators and assigns **All those** two little gardens or parcels of ground lying and adjoining on the North side of the garth or garden of him the said Thomas Watson in Stainforth under bergh aforesaid containing by estimation half a rood (be they more or less) and all ways paths and appurtenances to the same belonging **To have and to hold** the same from the date of the same indenture for and during the term of fi (?) [hole] years then next following without impeachment of waste **And whereas** John Armitstead of Knight Stainforth in the county of York yeoman by his indenture under his hand and seal bearing date the last day [hole] bruary in the 12th year of the reign of the late King Charles over England etc. **Did** (amongst other things) grant bargain sale assign set over and convey unto the above named Thomas Watson his executors [hole] assigns **All that** parcel and portion of pasture ground containing by estimation 9 acres be it more or less lying within one close of pasture ground called Browne banke sometimes parcel of a greater close called [hole] And also three other closes or enclosures of ground called Goskarr head containing by estimation 9 acres be they more or less And likewise two other little parcels of enclosed grounds lying in Goskarr [hole] and containing by estimation 10 falls of ground (more or less) **To have and to hold** the same from the day of the date of the last recited indenture for and during all the residue and remainder which was then unspent (?) [hole] and to come of a lease of the term of 1000 years which did commence and begin upon or about the eighth day of April in the above said 38th year of the reign of the said late Queen Elizabeth over England etc. without impeachment of waste **All which** said premises the said Thomas Watson by his indenture under his hand and seal bearing date the 19th day of December in the 24th year of the reign of the late King Charles over England etc. **Did** (amongst other things) grant bargain sell assign and set over unto the above said Christopher Dawson his executors administrators and assigns for and during and unto the full end accomplishment and expiration of all the residue then unspent and to come of the above said several and respective terms of years in the above recited several indentures mentioned without impeachment of any manner of waste **Now this indenture witnesses** that the said Thomas Watson and Christopher Dawson for and in consideration of the sum of fourscore and seventeen pounds of lawful money of England to them well and truly paid by the said Richard Armitstead before the sealing and delivery of these presents the receipt whereof the said Thomas Watson and Christopher Dawson do hereby confess and thereof and of every part and parcel thereof they do fully and absolutely acquit (?) free and discharge the said Richard Armitstead his heirs executors and administrators and every of them for ever by these presents Have granted bargain sold aliened assigned and set over and by these presents they the said Thomas Watson and Christopher Dawson for and from themselves their heirs executors and administrators do grant bargain sell alien assign set over and confirm unto the said Richard Armitstead his executors administrators and assigns All that above-mentioned mansion or dwelling and fire house situate in Stainforth under bargh aforesaid late in the tenure and occupation of the said Thomas Watson and in which he did late dwell and all the doors windows window levers glass panes..... and all things nailfast or stonefast in or belonging the said fire house or dwelling house and likewise the lathe or barn and the garth or garden to the said fire house belonging And all other houses edifices front yards backside [hole] ....rooms dunghillsteads seats or forms in the church ways paths and appurtenances to the said fire house belonging And likewise those other two little gardens or parcel of ground late belonging to the said William Lakeland lying on the North side of the said house and likewise.....[ *line erased and overwritten*] ...parcel..... ground in and throughout that pasture called Browne banke late John Armitsteads And also all that parcel within the said close had by way of exchange of and from Richard Clapham of Winscale containing five cattle gates according to the ..... now there used And likewise all those other three closes or parcels of enclosed grounds called and known by the name of Goskarr heade containing by estimation nine acres (be they more or less) And likewise those other above-mentioned other two little parcels of enclosed ground lying in Goskarr heade(?) And containing by estimation 10 falls of ground be they more or

less All which said mansion or dwelling house barn garden closes grounds and premises here situate lying and being within the town..... and territories of Stainforth under barghe aforesaid and are now in the tenure possession and occupation of the said Thomas Watson and Christopher Dawson or those of them their assignee or assign And all and singular ways paths waters watercourses woods underwoods liberties easements profits privileges and appurtenances whatsoever to the said premises hereby bargained and every part and parcel thereof belonging or in any wise appertaining And the said Thomas Watson and Christopher Dawson for the same considerations do by these presents grant bargain assign and set over unto the said Richard Armitstead his executors administrators and assigns all the above recited several indentures and conveyances and all other writings indentures escripts and muniments whatsoever which they or either of them have or has or can lawfully come by without suit in law which do only concern the hereby bargained premises or only by part thereof (?) **And all** the full and whole estate right title interest use possession occupation reversion term and terms of years claim and demand whatsoever of them the said Thomas Watson and Christopher Dawson or either of them of in or to the premises and every part and parcel thereof **To have and to hold** the said mansion or fire house barn garths gardens closes cattlegates grounds and premises above in these presents bargained and granted or mentioned or intended to be hereby bargained and granted and every part and parcel thereof with the appurtenances unto the said Richard Armitstead his executors administrators and assigns to his and their only and proper use and uses most benefit and advantage from and immediately after the day of the date of these presents for and during and unto the full end accomplishment expiration and determination of all the rest and residue which are yet unspent and to come of the abovesaid several and respective terms of 500 years and 1000 years above-mentioned without impeachment of or for any manner of waste **And the said** Thomas Watson and Christopher Dawson for themselves their and any of their heirs executors administrators and assigns do jointly and severally covenant promise and grant to and with the said Richard Armitstead his executors administrators and assigns and every of them by these presents in manner and form following That is to say that they the said Thomas Watson and Christopher Dawson at the time of the sealing and the delivery of these presents are or the one of them is lawfully possessed of all the above-mentioned hereby bargained premises and now have or the one of them has full power good and lawful right title interest and authority to grant bargain sell and convey the same with all the appurtenances unto the said Richard Armitstead his executors administrators and assigns in manner and form abovesaid And that he the said Richard Armitstead his executors administrators and assigns immediately after the sealing and delivery of these presents by force and virtue hereof shall or may lawfully enter into the said mansion or dwelling house barn gardens closes and all other the premises above in these presents bargained and granted or mentioned or intended to be hereby bargained and granted and at all time and times from henceforth for and during all the residue and remainder yet unspent of the several and respective terms of years above-mentioned quietly and peaceably have hold use occupy possess and enjoy the same with all the appurtenances without any lawful let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of them the said Thomas Watson and Christopher Dawson or either of them their or either of their heirs executors or administrators or of any other person or persons whomsoever by from or under them or any of them lawfully claiming free and clear and freely and clearly acquitted and discharged or otherwise upon every reasonable request to be made well and sufficiently saved and kept harmless by the said Thomas Watson and Christopher Dawson their executors or administrators or some of them **Of and** from all manner of former and other bargains sales gifts grants lease and leases mortgages jointures dowers titles of dower fines feoffments wills rents arrears of rent and of and from all their acts estates titles charges troubles and encumbrances whatsoever heretofore done or consented unto by the said Thomas Watson and Christopher Dawson or either of them or hereafter by them or either of their heirs executors or administrators to be done or consented unto in any wise (the rents suits services dues and duties from henceforth to become due for and in respect of the premises hereby granted excepted and always foreprised) **In witness**

whereof the parties above said to these present indentures interchangeably have put their hands and seals the day and year first above written

Thomas Watson Christopher Dawson

Overleaf

Sealed signed and delivered in the presence of us

Anthony Foster Brian Cookson

## **COWSIDE**

**No.52 No Ian Roberts reference number**

**First half in Latin. Dated 1708**

**Concerning John Lakeland – Stainforth & Christopher Browne - Stainforth Snr.&Jnr.**

Second half.

The condition of this obligation is such that if the above bounden John Lakeland and Anne his wife and either of them their and either of their heirs exec. & admin. Every of them do & shall from time to time & at all times hereafter well & truly observe perform & keep all & singular the covenants articles sentences & agreements comprised specified & written in one page of parchment Indentures bearing date with these presents & made between the said John Lakeland & the said Anne his wife of the one part & the above named Christopher Browne senior & Christopher Browne junior of the other part as the same on the part & behalf of the said John Lakeland & Anne his wife their & either of their heirs exec.admin. & assigns & every of them.....& ought to be observed performed fulfilled & kept according to the true intent & meaning of the said Indentures then this obligation to be void or else in force sealed and delivered on double 6d. stamped paper in the sight & presence of  
John Armitstead (signed) John Lakeland  
John Dawson  
Ric. ....inson  
(Chr.Weatherherd)

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Holes in several places in document

## **COWSIDE Post-it 53 [55]**

### **Indenture 1708**

**This Indenture** made the third day of February in the seventh year of the reign of our most gracious sovereign Lady Ann over Great Britain and France and Ireland Queen defender of the faith etc. And in the year of our Lord God 1708 **Between** Thomas Lawson of Giggleswick in the county of York gentleman and Richard Clapham of Winskill in the said county of York yeoman and Ann his wife of the one part And Thomas Clapham of Bradford in the said county of York Clerk on the other part witness

that whereas John Armitstead of Stainforth Underbargh in the said county of York yeoman by Indenture of Lease under his hand and seal duly executed bearing date the 22nd day of January in the year of our Lord God 1696 for the consideration therein mentioned Did Demise grant bargain sell alien assign and set over unto Richard Lawson of Langcliffe in the county of York yeoman late deceased and the abovenamed Thomas Lawson party to these presents as feoffees or friends in trust One Close enclosure or parcel of enclosed pasture ground called Goskarr head containing by estimation nine acres be the same more or less situate and lying within the township and territories of Stainforth Underbargh aforesaid in the said county of York **To have and to hold** the same unto them the said Richard Lawson and Thomas Lawson and the survivor of them his executors administrators and assigns for the term of 700 years thence next coming to and for the several uses limitations and purposes therein mentioned that is (to say) to and for the use and behoof of the above named Richard Clapham and Ann Clapham and the survivor of them for and during the natural life of the survivor of them and afterwards for diverse other uses therein mentioned and expressed as in and by the said Indenture now in the custody of the said Thomas Lawson and delivered unto the said Thomas Clapham together with these presents by and with the consent of them the said Richard Clapham and Ann Clapham whereunto reference being had it does and may more fully and at large appear **Now this Indenture** witnesses that they the said Thomas Lawson Richard Clapham and Ann his wife for the consideration of the sum of £75 of lawful money of Great Britain paid by the said Thomas Clapham unto the said Richard and Ann Clapham or the one of them and not to the said Thomas Lawson the receipt whereof they do hereby acknowledge and thereof and of and from every part and parcel thereof they do fully freely clearly and absolutely acquit free and discharge the said Thomas Clapham his heirs executors and administrators and every of them for ever by these presents **have** Demised granted bargained sold aliened assigned and set over And by these presents they the said Thomas Lawson Richard and Ann Clapham do for and from themselves their heirs executors and administrators and every of them fully and absolutely Demise grant bargain sell alien assign set over confirm for ever quitclaim unto the said Thomas Clapham his executors administrators and assigns **All** that the above-mentioned close or parcel of enclosed pasture ground called Goskarr head containing by estimation nine acres be the same more or less and also all and every the ways paths passages waters water courses watering places trees woods underwoods walls fences ditches liberties easements profits privileges hereditaments and appurtenances to the same belonging or which heretofore have been used occupied possessed enjoyed deemed taken or known to be as part parcel or member thereof of any part or parcel thereof and also all their the said Thomas Lawson's and Richard and Ann Clapham's full and whole estate right title interest use and uses occupation possession reversion and reversions term and terms of years property claim and demand whatsoever of in or unto the same or any part or parcel thereof together with all and every the Deeds writings and evidences which they or any of them have in their custody or can procure without ..... touching or in any wise concerning the premises above granted or any part or parcel thereof **To have and to hold** the said close of pasture ground called Goskarr head and all and every other the above granted and bargained or mentioned and intended to be granted and bargained premises and every part and parcel thereof with their appurtenances unto the said Thomas Clapham his executors administrators and assigns from and immediately after the day of the date of these presents for during and unto the full end and expiration of the term of 680 years now next coming and after the end and expiration of the said term of 680 years then for and during the residue and remainder of all such other terms and numbers of years as

shall be unspent and to come in the same [or] any part [or] parcel thereof **yielding** and paying therefore yearly every year during the aforesaid term unto the Chief Lord or Lords of the fee or fees of the premises the annual rent of one peppercorn upon lawful demand and ..... and discharging all such other dues duties suits and services as shall henceforth grow due for and in respect of the premises above granted or any part or parcel thereof. **Now** the said Thomas Lawson for himself his heirs executors and administrators does separately and not jointly covenant promise grant and agree to and with the said Thomas Clapham his executors administrators and assigns and to and with every of them by these presents that he the said Thomas Lawson has not nor that he his heirs executors or administrators or any of them shall or will at any time hereafter do or cause to be done any act or acts thing or things whatsoever that can or may alter discontinue defeat disannul or make void these presents or whereby the premises herein and hereby before granted may be in any wise unencumbered **And** they the said Richard Clapham and Ann Clapham for themselves their heirs executors and administrators do covenant promise grant and agree to and with the said Thomas Clapham his executors administrators and assigns and to and with every of them by these presents that it shall and may be lawful to and for him the said Thomas Clapham his executors administrators and assigns and to and for every or any of them by force and virtue of these presents to enter into and upon all and every the above granted premises with their appurtenances and peaceably and quietly have hold use occupy possess and enjoy the same and receive and take the rents issues and profits thereof to his and their only proper uses and behoofs for and during the term aforesaid without the let suit trouble molestation eviction ejection denial hindrance or encumbrance whatsoever of them the said Richard Clapham and Ann Clapham or either of them their or either of their heirs executors or administrators or of any other person or persons whatsoever lawfully claiming by from or under them or either of them or by or with their or either of their assent consent or procuring freed and cleared of and from all and all manner of former and other bargains sales gifts grants [lease] and leases mortgages jointures dowers and titles of dowers statutes merchant and of the staple recognizances extents judgments executions debts of record wills entails rents arrearages fines forfeitures issues and americiaments and of and from all and every other the acts estates titles charges troubles expenses and encumbrances whatsoever the rents dues and services before mentioned only excepted. **And further** that they the said Thomas Lawson Richard Clapham and Ann his wife and every or any of them their and every or any of their heirs executors or administrators shall and will at any time hereafter within the space of 10 years now next coming out and upon the reasonable request and at the costs and charges in the law of the said Thomas Clapham his executors administrators or assigns or any of them make do knowledge levy execute and suffer or cause to be made done knowledged levied executed and suffered all and every such further lawful and reasonable act and acts thing and things devise and devises assurances and conveyances in the law whatsoever for the further better and more perfect assurance surety suremaking confirming and conveying of all and every the above granted and bargained premises with their appurtenances unto the said Thomas Clapham [his executors] and administrators [and assigns] for and during the term aforesaid **Be** it by matter in fact or matter of record or by any other ways or means whatsoever as by the said Thomas Clapham his [.....] or any of their Counsel learned in the laws of this kingdom shall be lawfully and reasonably devised advised or required [.....] interchangeably have set their hands and seals the day and year [first] above written.

(signed) T. Lawson Richard Clapham Ann Clapham

over

Sealed and delivered in the presence of us the same being first written upon double 6d stamped parchment

Millicent Lawson Richard Lawkland William Stackhouse

Memorial of the within written deed was entered in the Register Office at Wakefield 21st day of February 1708 at 10 in the forenoon (in Lib:A: pag: 316: et Hund? 478:) pursuivant to the Acts of Parliament in that behalf made and provided

## **COWSIDE**

### **Post it No. 3 [4]**

Indenture – 8<sup>th</sup> April 1596

*65x35 cms – left margin damaged, top right torn – stained and fragile. 2 seals*

**This Indenture** made the Eyght day of Aprill In the Thirtie & eight yere of the reigne of our sovraigne Ladie **Elizabeth** by the grace of god quene of England France & Ireland defender of the faith etc **Betweene** Henry Laikland John Cockett Christopher Husband & William Tatham of Stainford under bargh in the countie of yorke Yomen of thone partie And Christopher Sailbanke of Stainford under bargh aforesaid yoman of the other partie witnesseth that wher Edward Darcy Esquier one of the groomes of her Majesty's privie chamber & Elizabeth Darcy his wief or thone of them was lawfully Seazed of an estate of inheritance in fee simple, off & in All that the manor or lordship of Stainford under bargh aforesaid And of & in diverse mesuages tenements lands medowes pastures wasts wast grounde comons mores Royalties & hereditaments situate lying & being within the said manor or lordship & the precincts & Terretories of the same....wher Also the Tenants & fermers of the said manor or lordship & premisses did conclude & agree with said Edward & Elizabeth for certeine somes of mony & other consideracons, Thatt they the said Tenants & every of them shold purchase and buy of the said Edward & Elizabeth ther severall tenements then in ther severall & owne occupacons to them ther heires & assignes severally, Together with such ratable parts & porcons of the said wasts mores and comons And of other the Royalties commodities advantages & appurtenances parcel of or belonging to the said manor or lordship as shold according to the rate of every severall tenements fall out equally to belong unto every tenement aforesaid, And whereas afterwards for saving of the .....to be expended about the devising & executing of the severall conveyances & assurances to be made & done to every severall tenement for the assuring of the same lands & premisses accordingly **Yt Was** condiscended & agreed by & emongest all the said Tenants, Thatt the said manor or Lordship mesuages & other the premisses with thappurtenances shold by the said Edward & Elizabeth be absolutely & entierly conveyed & assured to the said Henry Laikland John Cockett Christopher Husband & Willm Tatham and to ther heires

upon trust & confidence, and to th intent that they and the survivors of them & ther heires shold severally assure to every severall tenement of the said manor or lordship & his heires & assignes forever or otherwise for terme of yeres his or ther severall tenements wich he or they then occupied, with an equall parte of the said wastes mores comons Royalties comodities advantages & appurtenances thereunto belonging, According to the rate of every severall tenements, According to which agreement the said Edward Darcy & Elizabeth his wief by ther sufficient deeds & other assurances & conveyances in the law have assured & conveyed the said manor or Lordship mesuages lands tenements & other the premisses with th appurtenances absolutely & entierly in all respects to the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires & assignes forever By reason wherof they the said Henry Laikland John Cockett Christopher Husband & William Tatham weer & yett are of the said manor or Lordship and other the premisses ioyntly Seazed of an absolute estate in Fee simple to the use & upon the trust & confidence aforementioned **And Wher** also att the tyme of the said purchase & conveyance made as aforesaid the said Christopher Sailbank was Tenant of one mesuage & tenements with th appurtenances & diverse lands & grounds thereunto belonging in Stainford under bargh aforesaid and paid his ratable parte & porcon of mony for the purchase therof Amounting to the some of Two Hundreth & two pounds of lawfull English money **Now The** said Henry Laikland John Cockett Christopher Husband & Willm Tatham in performance & execution of the trust & confidence in them reposed as aforesaid **Have Granted** dymised & to Ferme letten And by these presents do grant dymise & to Ferme lett unto the said Christopher Sailbank **All Thatt** Foresaid mesuage & tenement with th appurtenances situate lying & being in Stainford under bargh aforesaid in the tenure and occupacion of the said Christopher Sailbank his assignee or assignes, And one close of ground called Sandrigg conteyning by estimacion two acres be it more or lesse, One other close of ground called Wuiktarnes conteyning by estimacion one acre be it more or less & the house therin standing, One other close of ground called Straigleholme conteyning by estimacon one acre & twenty peerches be it more or lesse, One other close of ground called Hoystrell conteyning by estimacion Three acres & two roods be it more or lesse One other close of ground called Forgrom conteyning by estimacion three roods be it more or lesse One parcell or dale of medow ground called Easgill conteyning by estimacion Six roods be it more or lesse One other parcell or dale of medow ground called Thorndalle conteyning by estimacion two acres & two roods be it more or lesse, And certeine other parcells of Arrable land & medow ground now occupied had & used as parte parcell & belonging to the said mesuage lying & being in severall places in the fields conteyning by estimacion fower acres three peerches of field ground be it more or lesse And two roods Sixtene peerches & a half of wast ground be it more or lesse lying & being in the spring or haseld wood.. [*deletion*]. Fossebank Stylybanke & the Spiers or other places about or in the towne or fields, And also Thirtie acres two roods & one & thirtie peerches of comon & pasture ground after the mesure ther used lying & being within three severall closes called Cattrigg close Sannatt close & the edge or out more, wich said closes grounds wastes comons & other the premisses above mentioned to be granted & dymised are lying & being within the towne fields precincts & terretories of Stainford under bargh aforesaid, And all houses barnes buyldings ortchards gardings woods & underwoods of the premisses above dymised grounds waters waies pathes profitts comodities advantages priviledges easaments & emolments whatsoever in Stainford under bargh aforesaid to the said mesuage & tenements & other the premisses above dymised & graunted & every or any of them

now belonging or with & to the same now occupied used & had as parte & parcell therof by the said Christopher Sailbank his assignee or assignes, And also one whole & full parte of All rents perquisites of Courts Royalties liberties services profitts comodities casualties & other hereditaments whatsoever parcell of or belonging to the said manor or lordship of Sainford under bargh aforesaid into one & twenty parts to be divided (other then of the severall mesuages & tenements lands grounds comons wasts hereditaments) parcell of the said manor or lordship lands.....wasts grounds comons mores comodities & hereditaments used had & occupied in severaltie by any Tenant of any of the other mesuages & tenements parcell of the said manor or lordship as parcell of or belonging to any of ther said tenements and to....(them) To be granted assured & conveyed in forme aforesaid **To Have & To Hold** the said mesuage & tenement And all & singular other the premisses above in & by thes presents granted & dymised with thappurtenances & every parte & parcell therof to the said Christopher Sailbanke his executors administrators & assignes to the onely use & uses of the said Christopher Sailbanke his executors administrators & assignes from the day of the date hereof for during & unto the full end of the terme of (?three) thousand yeres from thence next following & fully to be complett & ended without ympeachment of or for any ?maner of wast yeilding & paying therfore yerely during the said terme unto the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires & assignes one peper corne att the feast of Christmas onely if it be lawfully asked, **And The** said Henry Laikland John Cockett Christopher Husband & WillmTatham for themselves & every of them ther & every... ther heires executors & administrators do covenant & grant by thes presents to & with the said Henry Laikland John Cockett Christopher Husband & Willm Tatham their heires executors administrators & assignes & every of them in maner & forme following that is to say Thatt he the said Christopher Sailbanke his executors administrators & assignes & every of them shall or lawfully may from tyme to tyme & att altyme hereafter during the said term above mencioned peaceably and.....have hold occupie use possesse & enjoy the said mesuage & tenements & all & singular other the premisses above herein dymised with thappurtenances & every parte & parcell therof According to the true intent & meaning of these presents....without any lawfull lett sute troble eviction erecion expulcion disturbance or other incumbrance of the said Henry Laikland John Cockett Christopher Husband & Willm Tatham ther heires or assignes or of any of them And of any other person(or persons) whatsoever havinge or lawfully pretending to have or (claim) any thing right title interest estate use or demand whatsoever Off in or to the said mesuage & tenement & other the premisses above dymised with thappurtenances...in or to any parte or parcell therof, By from or under them or any of them by ther or any of ther Acts deeds meanes assents consents or procurements howsoever **And Thatt** they the said Henry Laikland John Cockett Christopher Husband & Willm Tatham and the survivor & survivors of them & ther & every of ther heires shall & will att all tyme & tymes hereafter upon request to them or any of them made by the said Christopher Sailbanke his heires executors ...administrators or assignes or any of them And att & upon his & ther onely costs & charges, Make do knowledge execute fynishe & suffer or cause to be made done knowledged executed fynished & suffred All & every such further Act & Acts thing & things estate or estates devise & devises assurances & conveyances in the lawe whatsoever as by the said Christopher Sailbanke his heires executors administrators & assignes or any of them or by his or ther counsell learned shal be reasonably required devised or advised for the...further establishing confirmyng assuring good & perfect suertie suermaking & conveying of the said mesuage & tenement & all other the

premisses above herein dymised with thappurtenances & every parte & parcell thereof to the said Christopher Sailbanke his executors administrators & assignes for & during the terme above mencioned or the reversion & inheritance therof to him his heires & assignes forever or otherwise howsoever **And The** said Christopher Sailbanke for himself his heires...executors administrators & assignes doth covenant & grant to & with the said Henry Laikland John Cockett Christopher Husband & Willm Tatham & every of them ther & every of ther heires & assignes by these presents Thatt he the said Christopher Sailbanke his heires executors administrators & assignes & every of them shall & Will att altyme & tymes hereafter pay & beare his & ther equall parte & porcion accordinge to the rate & quantitie of the premisses to him herein granted of all detts chargs duties issues fines Amerciaments Seazures payments & taxations whatsoever hereafter in any maner or sorte to be imposed exacted taxed demanded charged levied or due to be paid by the said Henry Laikland John Cockett Christopher Husband & Willm Tatham or any of them ther or any of ther heires or assignes for or by reason of the said assurance or conveyance of the said manor or lordship lands tenements & premisses to them to the uses & in trust as aforesaid or otherwise ... respect or by reason therof howsoever And them & every of them therof shall & will acquite discharge save harmesse losseles & indemnified against all people **In Wyttnes** whereof the parties abovesaid to thes present Indentures interchangeably have sett ther sealles the day & yere first Above Written

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*on reverse:*

Sealed and delivered in the presence of  
?Peter Watson  
Anthony ?Watson  
Bryan Bainbrigg  
Gilbert Watson  
George Heley .....?.....?..

## **COWSIDE**

### **Post it No. 4 [5]**

Indenture 1600  
*44x28cm – holes and decayed on folds and rt edge esp.*

**This Indenture** made the Eightenthe day of Novembre in the Thre and Fortieth yeare of the Reigne of our Sovraigne Lady Queene **Elizabeth** by the grace of god of englande Fraunce and Irelande Defender of the Faithe etc. 1600 **Betwen** William Kydsonne alias Sailbancke of Stainford under barghe within the Countie of York Carpenter of the one partie And Christopher Sailbanck of the same Stainforde within the said Countie Yoman and James Sailbanck sonne of the said Christopher Bachellor of thother partie **Wittnessthe** That the said William Kydsonne for & inconsideracion of the some of Fowertene pounds of lawfull englishe money to him By the said Christopher Sailbancke & James his sonne or thone of (them) before ther seallinge and deliverie herof trulie paied & contented wherof and wherwith the said

William Kydsonne alias Sailbancke acknowledgethe himself Fullie satisfied & contented and the saide Christopher Sailbanck and James his said sonne & other of them their executors administrators and assignes and everie of them therof and of everie part and parcell therof clearlie acquitted exonerated and dischargede for ever by these presents **Hathe grantede** Barganede Soule assignede letten and settover and by these presents the saide William Kydsonne alias Sailbanck dothe graunte bargane sell assigne lett and settover unto the said Christopher Sailbanck and James Sailbanck his said sonne to their & either of their heirs executors administrators and assignes All that one Close of grounde called by the name of Calvehouse, Conteyninge by estymacon Five Roods of grounde more or less And all watters wattringe places wayes pathes myres easments priviledges libertes comodities advantages emolymments and appertenances and all wooddes underwooddes walles and fences to the said Close of ground belonging or in anye wiese apperteyninge, In as large and ample maner and forme as the said William Kydsonne alias Sailbanck hadd or hathe the said Close of ground called Calvehouse and other the premisses by graunt and sufficiente assurance in the lawe bearing date the Eighte daie of Aprill, 1596, of and from Henrye Laiklande John Cockett Christopher Husbände and William Tatham who had the same emongst other things assurede to them in trust and confidence By Edwarde Darcy Esq and Elizabeth his wieff to th use of the saide William Kydsonne alias Sailbanck as by severall conveyance and assurance lawfullie executed thereupon emongst other things at large it dothe and may appeare Together with all the whole right title entereste estate use possession occupacon clayme and demande of him the said William Kydsonne alias Sailbanck of in and to the said Close of grounde and other the premisses and to everie part and parcell thereof **To have and to houlde** the saide Close of grounde called Calvehouse and all other the premisses above herin granted Barganede and settover with th appurtenances to the saide Christopher Sailbancke and James Sailbanck his said sonne their heirs executors administrators and assignes from the daye of the date of these presents for duringe and unto the full ende and terme of Nynne hundrethe Fowerscore and Fyftene yeares from thence next and ymediatlie following and fullie to be complete and endede withoute ympeachment of or for anye maner of waste and for the yearlie rente of one peper corne to be paiede at the Feast of Christemasse yf it be lawfullie asked **And the** said William Kydsonne alias Sailbanck for himself his heirs executors administrators & assignes dothe Covenante and graunte by these presents to and with the said Christopher Sailbancke and James Sailbancke his sonne their heirs executors administrators and assignes and everie of them in (maner) and forme followinge, That is to saie, That they the said Christopher Sailbanck and James Sailbancke his sonne their heires executors administrators and assignes shall and maye lawfullie att all tyme and tymes hereafter during the foresaid terme of yeares peaceable and quietlie here .. *[hole]*.. use possesse and enjoye the said Close of grounde called Calvedhouse and all other the premisses above graunted with th appurtenances and everie part and parcell therof accordinge to the true intent ..*[hole]*.. and meneings of these presents & of the parties to the same without anye lawfull lett sute trouble molestacon evicion erection disturbance or other encombrance whatsoever of the said Edwarde Darcy & Elizabeth his wieff or other of them their or other of their heirs and of the said Henry Laiklande John Cockett Christopher Husbände and William Tatham and of him the saide William Kydsonne alias Sailbanck or any of them their & everie or anye of their heirs executors administrators or assignes and of everie other persone and persones whatsoever haveinge or pretendinge to have anye lawfull right title interest estate use clayme possession or demaunde whatsoever of in or to the saide & other the

premisses or anye part or parcell therof by from or under them or anye of them or by or under their or anye of their acts dedes estates meanes consents agreements assignements or..... howsoever And clearlie acquitted exonerated dischargd or sufficientlie savede & kept harmlesse & lossless duringe the aforesaid terme of yeares to the said Christopher Sailbanck & James Sailbancke his sonne their heirs executors administrators & assignes of & from all maner of other barganes sales gyfts grants leases dowers feoffments intails title condicions morgags forfeiture statute chardges troubles and encomborances whatsoever heretofore had made comytted or done or hereafter to be had made comytted or done by them or anye of them in anye wiese **And also** that yf it shall fortune herafter the revercon & inheritance of the said Close of ground called Calvehouse and other the premisses to be conveyed & assurede to the said William Kydsonne alias Sailbanck his heirs executors administrators or assignes, That then the said William Kydsonne alias Sailbanck his heirs executors or assignes having thestate of inheritance therin as afoursaid shall and will upon request to them or anye of them to be made by the saide Christopher & James or other of them their heirs executors or assignes and upon their or other of their costs and chardges in the lawe, sufficientlie conveye and assure the said revercon and inheritance of the premisses in all respects to the said Christopher and James Sailbanck to their heirs executors & administrators & assignes so demanding the same for ....., in and by suche estate & assurance as the said Christopher Sailbancke and James Sailbancke his said sonne or other of them their heirs or assignes or his or their or anye of their learnede counsell shall reasonable requier or devyse dischargd of all encumbrance as aforesaid And the said Christopher Sailbancke and James Sailbancke his said sonne for them selves their heirs executors and assignes doe Covenante & graunte to & with the said William Kydsonne alias Salbancke (his heires) executors and assignes by these presents That they the said Christopher and James Sailbancke their heirs executors or assignes shall & will at all tymes herafter duringe the foresaid terme upon reasonable (demand pay) and beare his & their rateable parte of all galds leyes Sessments payments and taxacons to the ?kinge Quenes majestie & in neighbourhead rateable for fyve roods of grounde as the said William Kydsonne (his) executors or assignes and others the inhabitants of the said Stainforde or the greater part of them shall pay and beare for so muche ground ther and no more nor otherwiese And also that the said William Kydsonn alias Sailbanck his executors administrators & assignes shall further assure the premisses & everie party of at any tyme herafter unto thesaid Christopher & James Sailbanck their heirs executors or assignes in such sorte as they or anye of them (shall) reasonable devyse or requier within the terme of Five yeares according to the true meaning here **In wittnesse** wherof to this Indenture interchangeably the said William Kydsonne alias Sailbanck hath put his seall & signe the day and yeare first above written

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*(on the back)*

Sealled signed and delivered in the sight and

presence of us :

Thomas ?Lakeland

William Laikland

Robert Laikland

?Christopher Sailbanck

and Brian Bainbrigg

? with others

## **COWSIDE**

### **Post it No. 30 [40]**

Indenture 1634

*56x29cms – fragile and decayed – holes and torn left hand side esp.*

**This Indenture made** the first day of October in the Tenth Yeare of the Reigne of our Sovereigne Lorde **Charles** by the grace of god Kinge of England Scotland Fraunce and Ireland Defender of the faith etc Anno Domini /1634/ **Betweene** Thomas Armitstead of Stainforth under bargh in the Countie of Yorke yeoman of the one partie and John Armitsteade of Knight Stainforth in the said Countie of Yorke yeoman one of the sonnes of the said Thomas Armitsteade on the other partie: **Witnesseth** that the said Thomas Armitstead for Dyvers good causes and consederacons him hereunto movinge but of....?.. for and in consederacon of the some of One hundreth pounds of good and lawfull money of England to him contented and paid before th ensealinge and deliverie heareof by the hands and payment of the above said John Armitstead whereof he doth acknowledge the receyt And therof and of everie parte and parcell thereof he doth freely clearly and absolutely release exonerate acquite & dischargd the said John Armitstead his executors Administrators and assignes and everie of them for ever by these presents, **Hath demised**, granted, barganed, assigned, letten, conveyed, and settover, And by these presents doth fully (freely) and absolutely Demyse, graunt, bargaine, assigne, lett convey, and settover and clearly confirme to the said John Armitsteade his executors and assignes **All that** the moitie and thone halfe of all that Mesuage and dwellinge house wherein the said Thomas Armitstead now dwelleth situat and beinge in Stainforth under bargh aforesaid, and the moitie or thone halfe of the soyle or ground wher upon the said house now standeth and the moitie or thone halfe of one callgarth or garden adioyning to the north syde of the same house, And all liberties and freelegs belonging to the same And also the moitie or th one halfe of the parte and porcion of the said Thomas Armitstead of, in, and to, the towne killne situat and beinge in Stainforth under bargh aforesaid And also all that one close inclosure and parcel of inclosed ground comonly called and knowne by the name of Wintertarnes set lying and beinge within the territories of Stainforth under bargh aforesaide conteyninge by estimacion Two Acres of ground be it more or less, And also all that one other close inclosure and parcell of inclosed ground called and knowne by the name of Purse conteyninge by estimacion one Acree of ground be it more or less, and also one house standing and beinge in the same, And also all that (one )other Close inclosure and parcell of inclosed ground, adioyninge to the said close called the Purse, and is called and knowne by the name of the intacke conteyninge by estimacion one Acree of ground be it more or less and all...*(hole + tear)*... liberties easements Freelegs and appurtenances belonging to the said severall Closes, or to eyther of them, And wich said closes are situat lying and beinge within the lordshipp towne fields or territories of (Langcliffe) all that one other parcell of ground conteyninge by estimacion Nyne acres of ground be it more or less, lying and being within the territories of Stainforth under bargh afforesaid and lyinge and being there within one Close called and knowne by the name of Browne Bancke and wich was some tyme

parcell of a greater inclosure called Cattrigg Close, All wich said premisses are now in the occupation of him the said Thomas Armitstead his assigne or assignes ..(tear).. all and singuler wayes pathes watters wattercourses liberties easements profitts and comodities to the said premisses or to any of them belonging and the ?Revercon & revercions remainder and remainders, rents, suytes and.. (services) of all and singular the said premisses and of everie of, and the full and whole estate tearme and tearmes of yeares of him the said Thomas Armitstead and his whole clame and demand of and upon the above granted premisses and everie parte and parcell thereof **To have and to holde** the said moitie of the said Mesuage or dwellinge house and the said moitie of the said garden, and all and singular other the premisses with thappurtenances unto him the said John Armitstead his executors administrators and assignes to his and their onely use and uses from and immediately after the day of the date hearof, for duringe and unto the full end of the tearme of Nyne hundrethe Yeares next followinge and the same to be fully complished finished and ended without impeachment of or for any manner of wast, And from and imediatly after the tearme of the said Nyne hundreth yeares then and from thenceforth for and during all the further tearme and tearmes of yeares as he the said Thomas Armitstead hath in the said premisses by severall graunts and demyses bargaines and assignments to him made by John Robbinsonne Thomas Foster and Gyles Foster, as by severall graunts and assignments respectively it doth and may appeare **And further** the said Thomas Armitstead for the consederacon aforesaid hath Graunted bargained and sould and by these presents doth graunt bargaine and sell unto the said John Armitstead his executors administrators and assignes All his writings escripts evidences and ..(miniments)..touchinge or concerninge the premisses and everie or any of them from howsoever he the said John Armitstead his executors or assignes yeilding paying doing and discharginge such rentes dues or services, as for the said premisses shall become due and answerable, duringe the tearme above said **Provyded** always and upon condicion, and it ys the true intent and meaninge of the said parties, And the said John Armitstead for him selfe his executors and assignes and everie of them doth covenant promise and graunt to and with the said Thomas Armitstead and his assignes that he the said John Armitstead his executors administrators and assignes shall and will permit and suffer the said Thomas Armitstead and his assignes Quyetly and peaceably to take and receive the issues and profitts of the said premisses with thappurtenances hearby graunted to his and their owne use and uses for and duringe the tearme of Fortie and one yeares next ensuyng the date hearof, yf he the said Thomas Armitstead do so long live **And yf** so be that Jane now wyfe of the said Thomas Armitstead doe fortune to survyve hir said husband, that then he the said John Armitstead his executors administrators and assignes shall in lyke manner permit and suffer her the said Jane and hir assignes to take the issues and profittes of one full third parte of the said premisses (in three partes to be devyded) to hir owne use benefitt profit and advantage for and duringe the tearme of thirtie one yeares next after the death of the said Thomas Armitstead, yf she do live solonge after him, without the lett disturbance or interruption of him the said John Armitstead his executors Administrators or assignes or of any of them, anything hearin mencioned or conteyned to the contrarie hearof in any wyse notwithstandinge **In witnesse** wherof the parties above said to the severall parts of these Indentures have interchangeably sette their handes and seales the day and yeare first above written:-

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*On reverse:* “Thomas Armitstead to John Armitstead for Wintertarnes”



Armitstead of Stainforth under Bargh in the County of Yorke yeoman of the one parte and Richard Lawson of Langcliffe in the County aforesaid yeoman and Thomas Lawson of Gigleswicke in the County aforesaid Gent & Feoffees or friends in trust of the other parte **Witneseth** that the said John Armitstead for and Consideracion of the Sume of Seaventy Five pounds of Lawfull English money to him in hand payd by them the said Richard Lawson & Thomas Lawson att and before the sealing and delivery of these presents the receipt whereof he doth hereby acknowledge & thereof & of every parte and parcell thereof doth fully freely clearly & absolutely acquitt free & discharge them the said Richard Lawson & Thomas Lawson theyr executors administrators & assignes **Hath Demised** granted bargained sold aliened assigned & sett over and by these presents doth for & from himself his heysr executors & Administrators & every of them fully freely clearly & absolutely Demise Grant bargaine sell aliene assigne sett over & confirme unto them the said Richard Lawson & William Lawson theyr executors administrators & assignes **All** that one Close Inclosure or parcell of Inclosed pasture ground comonly called and knowne by the name of Goscarr head conteyning by estimacon Nine acres or thereabouts bee the same more or lesse and allsoe all and singular the ways paths passages waters watercourses watering places woods underwoods walls hedges fences ditches libertys easements profits priviledges comoditys advantages emoluments hereditaments & appurtenances whatsoever to the same belonging or accepted reputed used occupied possessed enjoyed Deemed taken or knowne to bee as parte parcell or member or therof or of any parte or parcell thereof all which said premisses are situate lying and beeing within the Townshipp precincts & territories of Stainforth under Bargh aforesaid & nowe in the Actuell possession of him the said John Armitstead his Tennant or Tennants assignee or assignes Together with all and Singular the Deeds writings evidences miniments & escripts whatsoever which he the said John Armitstead hath or can procure without suite in Law touching or concerning the premisses onely & noe other **To have and to hold** the said Close or parcell of Inclosed ground called Goscarr head & all and singular other the above granted & Demised or mencioned & intended to bee granted & Demised premisses and every parte and parcell thereof with theyr and every of theyr rights members & appurtenances unto them the said Richard Lawson & Thomas Lawson theyr executors administrators & assignes & the survivor of them his executors administrators & assignes as Feoffees or friends in trust to and for the only proper uses behoofes limitacions & purposes hereafter mencioned and expressed and to & for noe other use behoofe intent limitacion or purpose whatsoever that is to say that they the said Richard Lawson & Thomas Lawson theyr executors & administrators and the survivor of them his executors & administrators shall stand & bee possessed of all and Singular the above granted & Demised or mencioned & intended to bee granted & Demised premisses & every parte & parcell thereof with theyr and every of theyr rights members & appurtenances to the use behoofe most benefitt & advantage of Richard Clapham of Knight Stainforth in the County aforesaid and Ann his nowe wife and the Survivor of them for & during the Terme of Ninety Nine years in Case they or either of them shall soe long live and from and after the death and decease of them the said Richard Lawson & Thomas Lawson theyr executors & administrators and the survivor of them his executors & administrators shall stand & bee possessed of & in the above granted & Demised or mencioned & intended to be granted & Demised premisses & every parte & parcell thereof with theyr and every of theyr right members & appurtenances to the use behoof most benefitt and advantage of the executors Administrators or assignes of them the said Richard Clapham & Ann his

wife or the survivor of them for during & unto the full end and expiration of the terme of Seaven hundred years then next coming fully to bee Compleat & ended and after the end & expyracion of the said Terme of Seaven hundred years then for and dureing the residue & remainder of all such other Terms & numbers of years as shall bee then unspent and to come in the same **Yeilding** and paying therefore yearly & every year dureing all the said severall Terms & numbers of years unto the Chiefe Lord or Lords of the Fee or Fees of the premisses the annuall or yearly rent of one pepper corne *..[deletion]..* att the feast day of *..[deletion]..* St Martin the (Bishop) *..[deletion]..* in winter upon Lawfull demand And doing & dischargeing all other dues dutys suites and services as shall henceforth grow due for or in respect of the premisses or any parte or parcell thereof **And** the said John Armitstead for himself his heysr executors & Administrators doth Covenant promise suit and agree to and with them the said Richard Lawson & Thomas Lawson theyr executors and administrators & the survivors of them his executors & administrators that he the said John Armitstead at the very time of the Sealeing and delivery of these presents is and standeth for ever Lawfully possessed of Interested in & intituled unto all and singular the abovegranted and Demised or mencioned and intended to bee granted and Demised premisses and every parte & parcell thereof with theyr and every of theyr rights members and appurtenances that he hath in himselfe full power good right and Lawfull authority to grant Demyse enfeoffe and Confirme the same unto them the said Richard Lawson and Thomas Lawson theyr executors and administrators and the survivor of them his executors & administrators in manner and forme aforesaid and that it shall and may bee Lawfull to and for them the said Richard Lawson and Thomas Lawson by force & vertue of these presents to enter unto and upon all and singuler the above granted enfeoffed & Demised or mencioned & intended to bee granted enfeoffed and Demised premisses and every parte and parcell thereof with theyr and every of theyr rights members and appurtenances and peaceably and quietly have hold use occupye possesse and enjoy the same and receive and take the rents Issues and profitts thereof and of every parte and parcell thereof to the uses behoofs intents limitacions and purposes before mencioned & expressed & to noe other use intent or limitacion or purpose whatsoever without the lett suite trouble molestacion eviccion ejection denyall hinderance or Incumbrance whatsoever of him the said John Armitstead his heysr executors & administrators or any of them or of any other person or persons whomsoever And that free and cleare and freely and clearly acquitted exonerated and discharged or otherwise from time to time and att all times hereafter well and sufficiently saved kept harmlesse & Indempnified by him the said John Armitstead his heysr executors & administrators and every of them of and from all and all manner of former and other bargains sales gifts grants Lease and Leases mortgages Joyntures Dowers and tittle of Dowers Statute merchant and of the Staple recognizances extents Judgements executions wills Intayls rents arrearages of rents fynes forfeitures Issues & amerciaments and of and from all and singuler other the Acts estates tythes charges troubles expenses and Incumbrances whatsoever the rents dues dutys suites and ensuites before mencioned onely excepted **And** the said John Armitstead for himselfe his heysr executors and administrators doth further Covenant promise grant and agree to & with them the said Richard Lawson and Thomas Lawson theyr executors & administrators and the survivor of them his executors and administrators that he the said John Armitstead his heysr executors & administrators *..[hole]..* them shall and will att any time hereafter dureing the ..... of Tenne years now next coming att and upon the reasonable request and att the costs *...[hole]...* in the Law of them the said Richard Lawson & Thomas Lawson theyr

executors or administrators or the survivor of them his executors or administrators  
...[hole]...knowledge levy execute and suffer or (cause) to be made done  
(knowledged) levied executed & suffered all and (every) theyr further Lawfull and  
reasonable ..[hole].. thing and things Devise & Devises assurances & Conveyances in  
the Law whatsoever for the further better and more perfect assurance surety sure  
makeing and Conveying of all and singuler the above granted enfeoffed & Demised  
or mencioned & intended to be granted or feoffed & Demised premisses with theyr  
and every of theyr rights members and appurtenances unto them the said Richard  
Lawson & Thomas Lawson theyr executors & administrators & to the survivor of  
them his executors & administrators to the use intents limitacions & purposes before  
mencioned Fyne or Fynes recovery or recoverys with single or double Voucher or  
Vouchers Feoffment or Feoffments Deed or Deeds Inrold or not Inrold thInrolment of  
these ... Release & Confirmacion or by any other ways or meanes whatsoever As by  
them the said Richard Lawson and Thomas Lawson theyr executors & administrators  
or the Survivor of them his executors & administrators or any of them theyr or any of  
theyr Councill learned in the Law shall be Lawfully & reasonably Devised advised  
or required **In witesse whereof** the partys abovesaid to these present Indentures  
Interchangeably have sett theyr hands and seales the daye and yeare first above  
written [signed + sealed] John Armitstead

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*Attached Bond – first in latin - £140*

The condicion of this Obligacion is such that if the above bounden John Armitstead  
his Heires Executors and Administrators and every of them doe from time to time and  
att all times hereafter well and truly stand to observe performe fullfill and keepe all  
and singuler the Covenants Promises Grants Condiciones Clames provisees and  
agreements whatsoever which on the part & behalfe of the said John Armitstead his  
Heires Executors and Administrators or any of their parts and behalves are and ought  
to be observed performed fullfilled and kept specified and Declared in one Indenture  
of Lease made between the above bounden John Armitstead on the one part and the  
above named Richard Lawson and Thomas Lawson on the other parte beareing even  
Date with the abovesaid Obligacion And that according to the true Intent of meaning  
of the said Indenture that then this Obligacion to be voyd and of none effect else in  
force

Sealed signed & delivered in the  
presence of us the same being first stamped according to Law.

John Lakeland

?Richard Paleye

William Lakland

John Paleye

John Armitstead (*seal*)

*On the back:*

In Armitstead Indenture of Lease  
to Richard & Thomas Lawson in trust  
for Richd. Clapham etc 1696

*and:*

Seald & Signd & Deliv'd in the Presence  
of us the same being first Stamp'd

according to Act of Parliament  
John Lakeland  
Richd. Paleye  
William Lakland  
Jno. Paleye

**COWSIDE**  
**Post it 118 [14]**

Bond 11<sup>th</sup> October 1664

*30x13cms – very crumpled, holes, rt hand side esp. damaged and faded.*

*Firstly in Latin – 11<sup>th</sup> October 1664 between ‘Thomas Frankland de Brazen-nose Colledge in Oxonia Baccular’ & ‘ Robert Browne de Stainford under Bargh Yeoman’ sum of money is illegible/torn – possibly septuaginta (70)*

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The Condiçion of the above written Obligaçion is such, That if the above bounden Thomas Frankland his heires, executors & administrators & every of them doe well & truely at all tymes hereafter, & from tyme to tyme observe, performe, fullfill and keep all & singular the Covenants, promises, grants, agreements, conclusions, condicions and things whatsoever which on his & their parte & behalves are or ought to be observed, performed, fullfilled, and kept ..(con..(hole)..ized).. and written in one pare of Indentures bearing date (with) the Obligaçion above written, made, sealed & delivered ..(betwixt).. the above bounden Thomas Frankland on the one partye & th above named Robert Brown on the other partye, .. (according).. to the true intent, ..(purport).. and meaning of the said Indentures and partyes to the same. That then the Obligaçion above written to be utterly voyd & of noe effect, or else to Stande, remain & be full power force & vertue

*signed on bottom band:* Tho.Franckland

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*6 signatures on the back – mostly illegible:-*

sealed signed & delivered in the  
presence and sight of:  
J.....Towley?  
Jefhery Shacker?  
Richard Mitchell  
Tho Leeming

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**COWSIDE**  
**Post it No. 121 [47]**

Indenture 1676 - with bond pinned at bottom left

55x30cms – stout parchment, ink slightly flaking – 1 part seal attached

**THIS INDENTURE MADE** the fiveth day of Januayrie the twenty eight year of the Raigne of our Sovereigne Lord Charles the second by the grace of God of England Scotland France and Ireland King Defender of the faith etc. Annoqus Domini 1676 **BETWENE** Thomas Coate and Edmund Coate both of Studfold in the parish of Horton in the County of Yorke yeomen of the one parte And Christopher Browne of Stainforth under bargh in the County aforesaid yeoman of the other parte **WITNESSETH** that the said Thomas and Edmund Coate for and in Consideracon of the summe of six pounds five shillings of Lawfull English money to them in hand paid by the said Christopher Browne at and before the sealing and Delivery of these presents the receipt whereof they doe hereby acknowledge and thereof and of every parte and parcel thereof Doe fully freely clearly and absolutely acquit free and discharge him the said Christopher Browne his heysr executors and administrators and every of them forever by these presents **HAVE DEMISED** granted sold assigned and sett over and by these presents doe for and from themselves their executors & administrators Demise grant assigne sett over and confirme unto the said Christopher Browne his executors administrators and assignes All the one full moiety or halfe of halfe [*sic*] of one full fith parte of all that Moore comonly caled and knowne by the name of Fawcett moore and penigent as the same is now boundred marked meared and sett forth from A place called Reapott down by a Wall side caled the over Dale wall to the grounds belonging the Blaikebanke and from thence all along the Dubbeside to A place caled Burblay gill foote and soe up Burblay gill to another place called Salters Leape and from thence up by A sike to an old fold at the Skirtt of penigent hill and Straight up to A place called the Waterpott and from thence straight up to the topp of penigent hill untill the meeting and adjoyning of the grounds there belonging to Horton aforesaid And the Moity of the halfe of one fifth parte of all the Moore groundes soyle of ground herbage bitt of Mouth and appurtenances contayned lying and being within the bounders marks and meares aforesaid The said Moore and grounds in five equall partes to bee Divided (Excepting one twelfth parte thereof formerly Demised) and the Comon of pasture reserved by Marmaduke Drake) which said premisses are lying and being within the precincts and territorys of upper hesledon alias Over hesledon And also free egressse and regresse with cart and carriage from the said premisses to a Close caled Moorehead alias edge alias Outmoore which is within the territorys and leading to Stainforth aforesaid And alsoe all and singular other ways paths passages waters commons common of pasture and turbary moores mosses profitts plivilidges heriditaments and appurtenances whatsoever to the said Demised premisses belonging or in any wise apertayning And all and Singular the Deeds Writtings and Evidences which they or either of them hath or can procure without suite in Law which doe only conscerne the premisses And the true Coppyes of all other Deeds which amonst other things doe concerne the same **TO HAVE AND** to hold the said Moity or halfe of halfe [*sic*] of the said fifth parte of the said Moore and all and singuler other the premisses with theyr and every of theyr rights members and appurtenances (except before excepted) unto the said Christopher Browne his executors administrators and assignes from and imediately after the day of the Date hereof for during and unto the full end and expyracon of the terme of five thousand years and that in as large ample and beneficiall maner to all intents and purposes as they the said Edmund and Thomas Coate hath or of right ought to have and enjoy the same **YEILDING** paying doing and Dischargeing all rents boones dues

and services that shall henceforth grow or become proportionably due for and in respect of the premisses **AND** the said Thomas and Edmund Coate for themselves their heirs executors and administrators both jointly and severally covenant promise grant and agree to and with the said Christopher Browne his executors administrators & assigns and to and with every of them by those presents in manner and form following (viz:) That he the said Christopher Browne his executors administrators or assigns shall or Lawfully may by force and virtue of these presents enter into the said Demised premisses and the same with thappurtenances during the terme abovesaid peaceably and quietly have hold use occupy possesse and enjoy without the Lawfull lett suite trouble molestacon evicon ejecon Denyall hinderance or incumbrance whatsoever of Them the said Thomas and Edmund Coate or of any other person or persons whatsoever lawfully clayming **AND** that free and cleare of and from all and all manner of former and other bargains sales gifts grants Lease and leases joyntures Dowers and tittle of Dower wills intayls rents arerages of rents Statute merchant and of the staple extents judgments execucons fines issues and americiaments and of and from all other acts charges tittles troubles and incumbrances whatsoever (the rents dues and services henceforth growing due for and in respect of the premisses always excepted) **AND** further that they the said Thomas and Edmund Coate their executors or administrators or any of them shall and will at any time hereafter within the space of tenn years now next following at and upon the reasonable request and at the costs and charges in the Law of the said Christopher Browne his executors administrators or assigns make doe knowledge execute and suffer or cause to be made done knowledged executed and suffered all and every such further and reasonable act and acts thing and things Device and Devices assurances and conveyances in the Law whatsoever for the further better and more perfect assurance surety suermaking and conveying of all and singular the above Demised premisses with their & every of their appurtenances unto the said Christopher Browne his executors administrators and assigns for the terme abovesaid Bee it by matter in fact or matter of record or by any other ways or means whatsoever as by him the said Christopher Browne his executors administrators or assigns or by his theyr or any of theyr Council learned in the Law shall be reasonably and Lawfully Devised or advised and required **IN WITNESSE** whereof the partys above said to these present Indentures Interchangeably have sett their hands and seals the day and year first above written

Thomas Coate his marke

?Edmond Coate

*On reverse:*

sealed signed & delivered in the presence of us

John Proctor

James Browne

Anthony Wharfe

---

*Bond attached – in latin one side – ‘viginty libris’ – (£20)*

signed :

John Procter

James Browne  
Anthony Wharfe

Thomas Coate his mark  
Edmund Coate

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*on reverse:*

The Condition of this Obligacon is such That if the within bound Thomas & Edmund Coate they and each of theyr heysr executors & administrators doe from time and at all times hereafter well & truly observe performe fullfill & keep all & singuler the grants covenants and agreements which on the ...?... and behalfe are & ought to bee observed performed fulfilled Done & kept expressed in (two) Indentures of Demise bearing Date with these presents made between the said Thomas and Edmund Coate of the one parte and the within named Christopher Browne of the other parte & that in all things according to the true intent & meaning of the same That then this present Obligacon to bee voyd otherwise to bee abide & remayne in full power force & vertue