

Transcription of the Winskill-Stainforth deeds, March-May 2006, by David Johnson. Deeds numbered 100 to 113 inclusive plus 124.

Document no.100 (punctuation added for clarity)

“No. 6. INLAND REVENUE. SUCCESSION DUTY ON REAL PROPERTY, which includes all Freehold, Copyhold, Customary, Leasehold, and other Heridataments, whether corporeal, or incorporeal.”

REGISTER of the Year 1862. Folio 90

An **Account** of the SUCCESSION OF REAL PROPERTY of Henry Redmayne of Taitlands near Settle in the County of York upon the death of Thomas Redmayne who died on the 23rd. day of February 1862, derived from the said Thomas Redmayne the Predecessor* under the will of the said Thomas Redmayne dated the twentieth day of February 1862 delivered by the said Henry Redmayne the Successor.

DESCRIPTION OF PROPERTY

A dwelling house known as Taitlands with garden, Stables, Outbuildings and Garth containing together 2 a. 2 r. 25 p, and the several closes or parcels of grounds called by several Names and containing by estimation the several quantities following: namely Riddings 2 a. 1 r. 31 p, Low Pastures and Barn 4 a. 3 r. 9 p, Low Pasture 3 a. 2 r. 12 p, Stangs 6 a. 2 r. 24 p, Plantation 1 a. 2 r. 6 p, Plantation 2 a. 0 r. 2 p, Plantation 1 rood & 18 perches, Wood 1 a. ? r. 2 p, Wood 1 a. 1 r. 6 p, Plantation 17 perches, Plantation 32 perches, Plantation 9 perches.

The above described premises, containing in the whole 26 a. 2 r. 33 p, are of leasehold tenure and in the occupation of the successor, are situate at Stainforth in the Parish of Giggleswick and assessed to the property tax at £91 19. 8.

A Close of Meadow land situate at Stainforth aforesaid containing 3 roods and 18 perches of leasehold tenure in the occupation of Thomas Parker at the Annual Rent of £3.

A Butcher's Shop and Barn situate at Stainforth aforesaid of leasehold tenure in the respective occupations of Miss Foster and J and C Greenbank at the Annual Rent of £1 10. 0.

A cottage situate at Stainforth aforesaid of leasehold tenure in the occupation of William Lee at the Annual Rent of £3.

Total £99 9. 8.

A Garden situate at Stainforth aforesaid of leasehold tenure in the occupation of Anthony Sharp at the Annual Rent of 12s.

A Dwellinghouse with the outbuildings and Croft adjoining containing by estimation 3 roods 13 perches and 8½ Beast Gates on Great Moorhead. And the several closes or parcels of ground following: namely Goose Scar containing 14 a. 3 r. 13 p, Low Goose Scar 2 a. 2 r. 8 p, Great Tongue 14 a. 3 r. 12 p, Tongue 22 a. 3 r. 34 p, Tongue 3 a.

2 r. 38 p, Brow Meadow 6 a. 2 r. 15 p, Intake 4 a. 0 r. 29 p, Garth Nook 3 a. 1 r. 34 p, Hayley 8 a. 3 r. 11 p, Butt Copy 1 a. 1 r. 7 p, Billinger 5 a. 0 r. 25 p, Middle Billinger 3 a. 2 r. 31 p, High Billinger 2 a. 3 r. 3 p, Sannot 11 a. 1 r. 2 p, Cole Close 9 a. 2 r. 25 p, Stangs 9 a. 0 r. 2 p, Thackwoods 2 a. 1 r. 35 p, Acre 7 a. 3 r. 11 p, Bottom Lands 1 a. 3 r. 13 p, Fold 13 perches, Croft 1 rood & 16 perches, Crow Croft 33 perches, Garden 16 perches, which said dwellinghouse, closes and premises contain altogether by estimation 139 a. 2 r. 21 p are situate at Stainforth aforesaid and of leasehold tenure and are in the occupation of Mr. Richard Armistead at the annual rent of £156 15. 0.

Carried forward £256 16. 8.

A Dwellinghouse, croft and premises situate at Stainforth aforesaid containing 2 roods & 13 perches of leasehold tenure in the occupation of Marmaduke Armistead at the annual rent of £16 0. 0.

A Barn situate at Settle of freehold tenure in the occupation of John Taylor & William Dugdale at the annual rent of £4 10. 0.

A Dog Kennel situate at Settle in the occupation of Obadiah Baines at the annual rent of 19s. 6.

A dwellinghouse called Hobs Gate house with Barn, outbuildings, Garden and Parrock containing by estimation 1 rood & 17 perches and the close called Calf Croft containing 1 rood and 4 perches & the close called Home Croft, Home Croft containing by estimation 1 a. 1 r. 9 p with 8 Sheep Gaits in Oxenber Wood respectively situate at Austwick in the parish of Clapham in the County of York of customary hold tenure in the occupation of Mr. Matthew Jackson at the annual rent of £14.

A Dwellinghouse with two Gardens and a close of called Town Croft pasture containing together 1 a. 2 r. 25 p situate at Austwick aforesaid of customary hold tenure in the occupation of Mr. Christ. Ingleby at the annual rent of 13

Brought forward £305 6. 2.

All those several closes of Land following: namely Forelands 7 a. 3 r. 38 p, Crabtree Close 3 a. 1 r. 3 p, Island and Beck 1 rood & 16 perches, Little Briggs 4 a. 1 r. 24 p, respectively situate at Austwick aforesaid and customary hold tenure in the occupation of Richard Duckett at the annual rent of £31 10. 0.

Several closes of land situate at Austwick aforesaid of Customary hold tenure called by the several names and containing the respective quantities following viz Dog Kennel 4 a. 2 r. 36 p, Plantation 23 perches, Field House pasture 23 a. 1 r. 32 p, Site of Barn 8 perches, Naylor Garth 1 a. 1 r. 12 p, Tranberry 3 a. 3 r. 27 p, Graysonber Long Meadow 3 a. 2 r. 6 p, Far Meadow 2 a. 3 r. 0 p, together 42 a. 1 r. 5 p in the occupation of Mr. John Ingleby at the annual rent of £95 0. 0.

A close of freehold land situate in the Township of Langcliffe called the Stones and containing by estimation 41 a. 0 r. 15 p in the occupation of Mr. Richd. Armistead at the annual rent of £31 15. 0.

Brought forward £463 11 12.

A close of freehold tenure land situate in the Township of Settle called the Scars and containing by estimation 51 a. 1 r. 3 p in the occupation of Mr. Richd. Armistead at the annual rent of £25 10. 0.

Total £489 1 2.

The sum of £2000 payable by the Successor to Jane Sedgwick, daughter of the predecessor on the death of the predecessor by deed dated the 16th. Day of April 1831 and made between the predecessor of the first part, Jane Brown of the second part, and Thomas Ingleby and Richard Clapham of the third part being the settlement made on the marriage of the predecessor with the said Jane Brown charged on the Stainforth Estate

Capital	£2000	Annual Payments	£80
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The principal sum of £4800 due on Mortgage of the Stainforth Estate to Mr. Thomas Birkbeck by deed dated 18th. January 1859 created by predecessor.

Capital	£4800	Annual Payments	£192
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Interest due thereon at the death of the predecessor

Capital	£115	Annual Payments	£4 12. 0.
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For necessary outgoings (viz) Insurance and Repairs

Annual Payments	£20
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Total Capital	£6915	Annual Payments	£296 12. 0.
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Total Gross Annual Value	£489 1. 2.
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Total Annual Value of Deductions	£296 12. 0.
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Net Annual Value	£192 9. 2.
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I declare that this a just and true Account of all the Succession in Rent and Leasehold property of me Henry Redmayne upon the Death of the before-named Thomas Redmayne and that I the said Henry Redmayne was born on the 27th. Day of September 1841, and am a lineal issue of Thomas Redmayne the Predecessor from whom the said Property is derived.

Dated this fifth day of November 1983.

Signed (Henry Redmayne)

ASSESSMENT

The value of an Annuity of £192 9. 2. for a Life aged 20 is £3228 10. 2. and the Duty on this sum at the rate of 1 per Cent. is assessed at £35 5. 8.

Dist. £1 5. 5.

RECEIPT FOR DUTY

Received the 9th day of December 1863 the Sum of Thirty two pounds and Three pence being the first Instalment of the Duty above-mentioned.

Signed (William Parr)

£32 0. 3.

Registered (signature)

Comptrolled (signature)

Document 101 (the accompanying plan needs to be photographed)

Particulars and Plan

of

A VALUABLE ESTATE

SITUATE IN THE TOWNSHIPS OF

STAINFORTH, SETTLE,

AND LANGCLIFFE,

IN THE PARISH OF GIGGLESWICK,

IN THE

WEST-RIDING OF THE COUNTY OF YORK,

FOR

SALE BY AUCTION,

BY

MESSRS. HEPPER AND SONS,

AT THE

GOLDEN LION HOTEL, IN SETTLE

ON TUESDAY, JUNE 2nd, 1868,

At ONE for TWO o'clock precisely.

MR. W. HARTLEY,
SOLICITOR, SETTLE,

AND

MESSRS. HIRST AND CAPES,
SOLICITORS,

Boroughbridge and Knaresbro'

Document 102

Conditions on the Sale by Auction at the Golden Lion Hotel in Settle on Tuesday the second day of June 1868 of an Estate situate in the Township of Stainforth, Settle and Langcliffe in the parish of Giggleswick in the West Riding of the County of York comprising Two Hundred and sixty one Acres and ten perches more or less.

As to Lot 18 comprising

No. on plan	Description	Cultivation	Quantity
272	Stones Close	pasture	a. r. p 41 0 5

- occupied by Mr. Benjamin Heseltine.

Situate in the Township of Langcliffe.

Bought by C Brown for £600

Document 103

Ditto

As to Lot 19 comprising

Eight and a half Cattle Gaits or Thirty Four Sheep Gaits in Great Moor Head stinted pasture occupied by Mr. Benjamin Heseltine.

Situate in the Township of Stainforth.

Bought by C Brown for £200

The full legalise has not been transcribed.

Document 104

Abstract and title to hereditaments at Langcliffe & Stainforth in the County of York late the Estate of Mr Henry Redmayne deceased, parcel whereof is contracted to be sold to Mr Brown.

1799 April 20 Probate copy of the Will of Richard Redmayne of Stainforth under Bargh in the parish of Giggleswick & county of York yeoman of this date.

Whereby after disposing of All his linen, household goods & furniture He gave unto his wife for life or widowhood –

All that his dwellinghouse situate in Stainforth afs^d wherein he then lived with the outbuildings, garden and appurts to the sd dwghouse belonging.

And as to for & concerning –

All his testators messuages, lands, tenements, heres & real estates whatsoever with their and every of their appurts situate, lying and being within the parish of Giggleswick afores^d or elsewhere (subject to the life estate of his sd wife in the said dwellinghouse & premes therein before mentioned).

And all the remainder of his personal estate & effects whatsoever & wheresoever & of what nature, kind or quality soever (not thereinbefore disposed of) to his sd wife during her widowhood.

The Testator gave, devised & bequeathed the same & every part thereof untom his sd wife Ann Redmayne, his brother Thomas Redmayne of Feizor in the county of York yeoman & Thomas Stackhouse of Stainforth aforesd gentleman, their heirs, exors, admors & ass^s according to the nature or tenure of the sd estates.

Upon trust that they & the survivors or survivor of them & the heirs, exors & admors of such survivor sho^d in the first place apply & dispose of his personal estate thereinbefore given unto them for the payment of all his just debts, funeral expenses & the charges proving and registering his will as far as the same would extend & in case his personal estate should not be sufficient for that purpose. To raise & pay the residue of his debts by sale or mortgage of any part or parts of his s^d real estates and premes as they should think proper.

And upon further trust to pay & apply or otherwise permit & suffer his s^d wife Ann Redmayne to take & receive the clear yrly rents, issues & profits of his s^d real estate & prermises & the interest of his personal estate that might remain for the maintenance & support of herself & his children then born on or thereafter to be born of his s^d wife until his eldest son Rich^d Redmayne or in case of his death his next son or such other son as testator might happen to have should live to attain the age of 21 years. Rem^r

Upon trust to convey and assign:

All his testator's messuages, lands, tenements, hereditis & real estates (subject as in that his will is mentioned_

Unto his s^d eldest son Richard Redmayne, his heirs, exors, admors & assigns according to the tenure thereof (& which he thereby gave & devised to him and them accordingly) or in case of his death before he attains that age without leaving lawful issue.

Unto his second son Thomas Redmayne (or in case of his death to such other son as might happen to live to attain 21), his heirs, exors, admors & assigns according to the tenure thereof.

To his daughter or daughters if more than one Remainder, their heirs, exors, admors & ass^s - as tenants in common subject and charged with the payment unto his s^d wife Ann Redmayne for life or widowhood an annuity of £30 to be issuing & payable out of his real estate & to be payable unto his s^d wife free from all taxes & deductions by half yearly payments to commence 6 months after his eldest son, or in case of his death his next son, sho^d attain 21 with a proportional part to thee day of her death with powers of distress & entry on non payment of the same fro time to time.

But in case of his s^d wife marrying again the powers to be subject to an annuity of £20 unto his s^d wife for life to be payable as therein mentioned.

And also subject with the payment of the sums of £500 unto his son Thomas on attaining 21 & £250 to his daughter Ellen & unto the child or children his wife was then pregnant with & unto such other child or children as he might therar have by his s^d wife with suitable maintenance & provision out of his s^d estates in the meantime when & as they should severally attain twenty one.

Declaration that the provision thereby made for his said wifewas in lieu, bar & full satisfaction of all dower & thirds she could or might claim or be entitled to, of & from his estates.

Proviso for trustees to charge real estates with any apprentice fee they might think proper to give on putting out any of his sons to business, trade or profession, such fee to be deducted out of their fortune on attaining 21.

Proviso that in case of his daughter Ellen or such other child or children testator might thereafter happen to have should die under 21, the legacy of him, her or them so dying should go to the survivors of his children living to attain 21 exclusive of his s^d sons Rich^d and Thomas.

Declaration that no purchaser or purchasers, mortgagee or mtgees of his real estates or any part thereof should be obliged to see to the application of his, her of their purchase money or any part thereof or answerable for any misapplication or nonapplication thereof but that the receipt of his s^d trustees & the survivor or survivors of them & the heirs, exors & admors of such survivor should be sufficient for the same from time to time to all intents & purposes whatsoever.

Trustees allowance clause –

And the testator appointed his s^d wife & the s^d Thos. Redmayne & Thomas Stackhouse joint Exors of his will & guardians of his said children during their minorities.

Executed by the testator on the 20th April 1799 & attested by 3 witnesses.

Will proved in the Exchequer & Prerogative Court of York by all the exors on the 13th of December 1799.

Probate registered at Wakefield the 21st of April 1800 in book EC page 613 No.926.

1800 April 25 Burial Certificate in the parish of Giggleswick of Giles son of late Richard Redmayne of Stainforth an Infant.

1801 September 3rd Burial Certificate in the parish if Giggleswick of Ellen daughter of late Rich^d Redmayne of Stainforth aged 6 years.

1818 January 26 Indenture of this date made between Ann Redmayne of Austwick in the parish of Clapham in the county of York widow & relict of Rich^d Redmayne late of Stainforth under Bargh aforesaid gentleman deceased. Thomas Redmayne late of Feizor in the said county of York but then of Thornton in Lonsdale in the sd county of York yeoman & Thomas Stackhouse of stainforth afs^d gentleman, the Devises in trust & exors named and appointed in & by the last will and testament of the said Richard Redmayne deceased of the one part & Richard Redmayne of Austwick afsd Gentleman, eldest son & heir at law & also devisee named in the s^d will of the s^d Richard Redmayne deceased of the other part.

Reciting the will of yes^d Rich^d Redmayne hereinbefore abstracted.

And reciting that the sd Ann Redmayne, Thos Redmayne & Thomas Stackhouse took upon themselves the execution of the trusts reposed in them in & by the s^d recited will & had paid & applied the s^d personal estate & the yrly rents & profits of the s^d real estates so bequeathed & devised to them in trust as afs^d Richard Redmayne (party thto) did thereby admit & acknowledge.

And reciting that the s^d Rich^d Redmayne (party thto) had some time since attained to his full age of 21 years & the s^d Ann Redmayne, Thos Redmayne & Thomas Stackhouse having discharged the trusts in them reposed by the said recited will, they the s^d Ann Redmayne, Thomas Redmayne & Thos Stackhouse at the request of the s^d Rich^d Redmayne (pty thto) had agreed to assign & release to him all their & every & each of their right & interest of x in the trust, premes in manner as thereafter mentioned. And he the s^d Richard Redmayne (party thereto) in conson thereof had agreed to give such release & covenant to indemnify them yes^d Ann Redmayne, Thos Redmayne & Thos Stackhouse as thereafter ment^d.

It was witnessed that the s^d Ann Redmayne, Thos Redmayne & Thomas Stackhouse in pursuance of the s^d agreement & for the nominal consideration therein mentioned did (according to their respective rights & interests so far as they lawfully could or might) bargain, sell, assign, alien & release unto the said Richard Redmayne (party thto) –

All & every the thereinbefore mentioned messuages, lands, tenements, hereditis & real estates & the rents, issues & profits thereof. And all & singular other the hereditis & premes which in & by the s^d in part recited will were thereby given or devised upon the trusts therein and thereinbefore mentioned, & for all the estate, right, title, interest, trust, property, possession, claim & demand whatsoever both at law & in equity of them the s^d Ann Redmayne, Thos Redmayne & Thomas Stackhouse & of every & each of them by virtue of the s^d will.

To hold & singular the s^d thereinbefore mentioned & intended to be thereby assigned premises with the appurts.

Unto & to the use of the s^d Rich^d Redmayne (party thereto), his exors, admors & ass^s from thenceforth for & during all such estate & estates, interest & interests as they the s^d Ann Redmayne, Thos Redmayne & Thomas Stackhouse or any of them then had or could or might claim thereon by virtue of the s^d recited Will. Subject nevertheless as in the s^d will & thereinbefore is mentioned.

Covenant by the s^d Ann Redmayne, Thomas Redmayne & Thomas Stackhouse that they had done no act to incumber.

And it was further witnessed that to the intent they yes^d Ann Redmayne, Thos Redmayne & Tomas Stackhouse & every & each of them might be released and discharged from the trusts afs^d & in conson of the assignment so thereby made to the s^d Rich^d Redmayne (party thereto) as afs^d & also in performance of his before mentioned agreement He the s^d Richard Redmayne (party thto) Did absolutely remise, release, discharge & foe ever quit claim unto yes^d Ann Redmayne, Thomads Redmayne & Thomas Stackhouse & every of them, their and every of their heirs, exors & admors all & every sum & sums of money, actions & suits, claims & demands whatsoever both at law & in equity which he the s^d Rich^d Redmayne (party thereto) by virtue of the s^d will then had or could or might have claim, challenge or demand against the s^d Ann Redmayne, Thomas Redmayne & Thos Stackhouse or any of them for or upon Account or by any reason or means of their or any of their acting in or of any breach or nonperformance made by them or any of them or any of the trusts thereby in them so reposed as aforesaid or by any reason or on account of any other matter, cause or thing whatsoever.

Covenant by the s^d Richard Redmayne –

To save harmless & keep indemnified the s^d Ann Redmayne, Thos Redmayne & Thoams Stackhouse & every of them their & every of their heirs, exors & admors & their every & each of their lands, tenements, goods & chattels & from all costs, charges & damages which should or might at any time thereafter arise, happen, come or fall upon them or any of them or which they or any of them should or might pay, sustain, suffer or be put unto , for or on account of the trusts reposed in them as afores^d or the assignment & release by them thereby made or anything therein contained other than & except any breach of their Covenant aforesaid.

Executed by all parties & duly attested by

two witnesses.

Registered at Wakefield the 29 day of May 1818 in Book EU page 388 & No.420.

1825 May 28 Administration of this date granted by the Exchequer & Prerogative Court of York to Ann Redmayne of Austwick in the parish of Clapham in the county of York widow of –

All & singular the goods, rights, credits, cattles & chattels of Rich^d Redmayne her son (late of Austwick in the parish of Clapham afs^d gentleman). Effects sworn under £3000.

1824 August 11 Burial certificate of Richard Redmayne (of Austwick) in the parish of Giggleswick – county of York.

1828 October 25 Residuary Account passed with Government under the above administration.

Same date Legacy Receipt of Thomas Redmayne for moiety of Residue under above administration.

1830 September 3rd Administration of this date granted by the Prerogative & Exchequer Court of York to Thomas Redmayne of Austwick in the Psh of Clapham in the Cty of York Gentm of All & singl^r the goods, rights, credits, cattles and chattels of Ann Redmayne his mother late of Austwick afs^d Widow. Effects under £2000.

1830 Dec^r 18th Residuary Account passed with Govm^t under last Administration.

16th.April 1831 By Indenture of this date made between the said Thomas Redmayne late of Austwick afs^d but then of Stainforth aforesaid Gentⁿ of the 1st part, Jane Brown of Stainforth afs^d Spinster, eldest daughter of Thomas Brown of Stainforth aforesaid Esquire by Elizabeth his then present wife (which s^d Eliz^h was the only daughter and heiress at law and also a devisee named in the will of Josias Rimmington late of Stosthrop (*sic*) in the parish of Kirkby Malhamdale in the said County but last of Stainforth aforesaid Esquire deceased) of the 2nd part, and Thomas Ingelby the elder of Lawkland Hall in the parish of Clapham afs^d Gent^m and Richard Clapham of Feizor in the parish of Clapham afs^d Gent^m of the 3rd part.

After reciting that the said Jane Brown was entitled to the sum of £2000 under the will of the said Josias Rimmington her late grandfather deceased.

And reciting g that a marriage had been agreed upon and was to be shortly solemnized between the said Thomas Redmayne and the said Jane Brown.

And also reciting that upon the treaty of the said intended marriage it was agreed that the said sum of £2000 to which the said Jane Brown was entitled as aforesaid should be paid unto the hands of the said Thomas Redmayne and it was further agreed that the said Thomas Redmayne should grant, limit, appoint and demise all his messuages, lands, hereditis and premes situate at Stainforth afs^d to the said Thomas Ingelby and Richard Clapham in manner threinaf^r expressed securing an annual rent of £100 unto the said Jane Brown in manner thrinaf^r ment^d and after the death of the survivor of them the sd Thomas Redmayne and Jane Brown, it was also agreed that the said premises so to be granted as afs^d should remain charged with the s^d sum of £2000 for the benefit of the children of the body of the s^d Jane Brown by the said Thomas Redmayne.

It is witnessed that in pursuance and part performance of the said agreement on the part of the said Thomas Redmayne and in conson of the s^d intended marriage and of the said sum of £2000 to which the said Jane Brown was so entitled as aforesaid which he the said Thomas Redmayne did thereby acknowledge to have received. The said Thomas Redmayne did grant, limit and appoint to the use of the said Jane Brown and her assigns in case the said intended marriage should take effect and she should survive the said Thomas Redmayne one annual sum or yearly rent charge of £100 to be yearly issuing out of and charged upon:

All the messuages, tenements, lands, grounds, closes, inclosures, dales, pieces and parcels of land, hereditis & premes of him the said Thomas Redmayne situate in the Township of Stainforth aforesaid and to the yearly issuing out of & charged upon the rights, members & appurts to the s^d hereditis & premes belonging.

To hold & receive the s^d yearly rent charge of £100 in case of the said intended marriage should take effect from the decease of the s^d Thos Redmayne unto the s^d Jane Brown her heirs & assigns during the term of her natural life but not to be in bar of her dower which the s^d Jane Brown might claim out of any lands or other heredit of which the said Thomas Redmayne sho^d during the said intended marriage be seized for any estate of Inhance & to be paid to her & her assigns by two equal half yearly payments on the 24th of June & the 25th of December in every year without any deduction on account of any taxes, rates or assessments whatsoever charged or assessed on the s^d heredit & premises on the s^d annual sum of £100.

Power of Entry of Distress

And it is further witnessed that in pursuance & further performance of the s^d Agreem^t on the part of the s^d Thos Redmayne & for the consons afs^d & for better securing the paym^t of the s^d annual rent charge of £100 & in conson of 10/ by the s^d Thos Ingleby & Richard Clapham paid to the said Thomas Redmayne the receipt etc the said Thomas Redmayne did grant, bargain, sell & demise:

The said messuages, tenements, lands & heredit thereby charged as afs^d and the rights, members & appurts.

To hold the same unto the s^d Thomas Ingleby and Richard Clapham, their exs, ads & assigns for the term of 100 years to commence if the s^d intended marriage should take effect from the decease of the s^d Thos Redmayne without impeachment of waste.

Upon the Trusts & under subject to the provisions thrinaf^r contained concerning the same viz:

The Trust to permit the person or persons entitled for the time being to the s^d heredit & premises in remainder & reversion immediately expectant upon the determination of the said term of 100 years to receive the rents of the same heredit until the said annual sum of £100 or any part throf should be in arrear & unpaid for the space of 40 days after the same ought to have been paid as aforesaid & that in case the same should be so in arrear then.

Upon Trust that the s^d Thos Ingelby & Rich^d Clapham & the survivor of them or the exs, ads or assigns of such survivor should out of the rents of the s^d heredit & premes or by demising, leasing, mortgaging or selling the same or any part thereof for ale or any part of the same term or by bringing actions against the tenants or occupiers of the same for the recovery of the rents & profits thereof raise & pay to the s^d Jane Brown, her exors, ads & assigns all such arrears of the of the said annual sum of £100 as should be so unpaid and all costs & charges which the s^d Jane Brown, her exs, ads & assigns or the said Thos Ingelby & Rich^d Clapham or the survivor of them, his exs, ads or assigns should be put unto by reason of the nonpayment thereof And should pay the surplus of the money if any received by the ways & means aforesaid to the person or persons who for the time being should be entitled to the remainder or reversion of the s^d heredit immediately

expectant on the determination of the s^d term of 100 years for his & their own absolute use & benefit.

Proviso that after the decease of the s^d Jane Brown & paymt to her, her exs, ads & assigns of the s^d yearly rent charge of £100 & of all arrears & costs relating thereto the s^d term of 100 years should (without prejudice to any disposition which should have been made of the premises comprised therein or any of them for the purposes afs^d) cease & determine.

Covenant by the s^d Thos Redmayne for himself, his exors, admors & assigns for further assuring the s^d heredit & premes at the costs of the s^d Thos Redmayne, his exors or admors.

And it is further witnessed that in pursuance and further performance of the s^d agreement on part of the s^d Thos Redmayne & for the consons afs^d and also in conson of the further sum of 10/ to him paid by the said Thomas Ingelby & Richard Clapham the said Thomas Redmayne did bargain, sell & demise unto the said Thomas Ingelby & Richard Clapham, their exors, admors & assigns:

All the s^d messuages, tenements, lands, grounds, heredit & premises therein & hereinbefore mentioned with the appurts.

To hold the same unto the s^d Thomas Ingelby & Rich^d Clapham, their exs, ads & assigns for the term of 500 years to commence from the decease of the s^d Thos Redmayne and Jane Brown without impeachmt of waste Upon the Trusts & subject to the provision thereinaf^r concerning the same viz:

Upon Trust that the s^d Thomas Ingelby and Richard Clapham & the survivor of them & the exs, ads & assigns of such survivor should after the decease of the said Thomas Redmayne & Jane Brown by sale or mortgage of the s^d heredit & premises or any part thereof for all or any part of the s^d term levy & raise the sum of £2000 & pay the same amongst all & every the children & child of the s^d Jane Brown by the s^d Thomas Redmayne in equal shares.

Proviso for survivorship of children.

Covenant by the said Thomas Redmayne for himself, his heirs, exors & admors with the s^d Thomas Ingelby & Richard Clapham, their exs, ads or assigns that he had good right to grant, limit & appoint for the benefit of the s^d Jane Brown for life as afs^d the s^d annual rent charge of £100 & to make the same chargable upon the afs^d messuages, heredit & premes in manner thereinbefore expressed. And also that he had power to charge the same with the payment of the said sum of £2000 in manner thereinbefore mentioned.

Proviso that the receipts of the said Trustees or the survivor of them or exs, ads or assigns of such survivor for any money payable to them by virtue of the now abst^r Indre should effectually discharge the persons paying the same from seeing to the appointment thereof.

Proviso for appointment of new trustees.

Executed by the s^d Thos Redmayne, Jane Brown, Thomas Ingelby & Rich^d Clapham and duly attested.

Registered at Wakefield 12th July 1831 in Book LD Page 169 and Number 77.

25 sept 1862 A receipt of this date indorsed on the last abstracted Indre for £2000 which became payable to Jane Sedgwick (the only child of the s^d Jane Brown by the s^d Thomas Redmayne) on the death of the s^d Thomas Redmayne who survived the s^d Jane Brown & died on the 23rd of February 1862 & signed by the s^d Jane Sedgwick & Leonard W. Sedgwick her husband.

1859 January 18th Indre of this date made between yes^d Thos Redmayne of the one part and Thomas Birkbeck late of Settle in the parish of Giggleswick afs^d but then of Tauntfield House near Taunton in the county of Smoerset of the other part.

Reciting that the s^d Thomas Redmayne was seized or otherwise possessed of or well entitled to for some long term or terms of years the heredit & premes thereafter particularly mentioned & described and intended to be thereby conveyed or otherwise assured.

And reciting that the s^d Thomas Redmayne had requested yes^d Thomas Birkbeck to lend & advance him the sum of £4800 on the security of the s^d heredit & premes which the s^d Thomas Birkbeck had agreed to do.

It was witnessed that in pursuance of the s^d agreement & in conson of £4800 paid by the s^d Thomas Birkbeck to the s^d Thos Redmayne on the execution thereof the Receipt etc. He the s^d Thomas Redmayne did by the now abstracting Indenture grant, release, convey & assign unto the s^d Thos Birkbeck, his heirs, exors, admors & ass^s.

All that capital messuage or mansion House situate at Taitlands afs^d with the outbuildings, pleasure grounds, plantations, gardens, crofts & appurts to the same belonging & also

All those several messuages, closes or parcels of land & heredit situate in the parish of Giggleswick afs^d respily known by the several names or descriptions and containing the respective quantities & then in the respective occupations of the several persons mentioned in the Schedule thrunder written or thererunto annexed were the same several quantities or any of them more or less or howsoever otherwise the s^d premes or any of them were or was or theretofore had been called known, tenanted & described.

And all other the estate, lands, tenements, heredit & premes if any of him the s^d Thos Redmayne situate within the parish of Giggleswick afs^d.

Together with the appurts

And the reversion etc

And all the estate etc

To hold all or so much & such part or parts of the same with their appurts as was or were or might appear to be of freehold tenure.

Unto & to the use of the s^d Thomas Birkbeck, his heirs & ass^s for ever.

And to hold all or so much and such part or parts of the same as was or were or might appear to be of Leasehold tenure or held for terms of years.

Unto the s^d Thos Birkbeck, his exors, admors & ass^s for all such term or terms of years as were then to come & unexpired therein &

for all other the estate term & interest of the s^d Thos Redmayne therein & thereto.

Subject nevertheless as to all the s^d heredit & premes to the proviso for redemption & the powers, provisos & declarations thereafter contained. Proviso for redemption & reconveyance of the premises on payment by the said Thomas Redmayne, his heirs, exors, admors or assigns of the s^d sum of £4800 & interest at £5 for every £100 by the year on the 18th of July then next ensuing.

Powers of sale in case of default –

Proviso that the s^d Thomas Birkbeck, his heirs, exors, admors & ass^s should notwithstanding the power of sale thereinbefore contained and concurrently therewith have all the rights & remedies by foreclosure or otherwise of a mortgagee in ordinary cases.

Covenants by the s^d Thomas Redmayne

To pay principal & interest according to above proviso.

That he had good right to convey & assure.

For quiet enjoyment.

Free from incumbrances.

And for further assurances.

Covenants by the s^d Thomas Birkbeck

For quiet enjoyment until default.

That he would not exercise the power of sale without giving six months previous notice (provided that no purchaser under the power of sale should be affected or prejudiced thereby).

That if the s^d Thomas Redmayne so long as the principal sum is allowed to remain on that security should pay interest thereon at £4 per centum on the 18th of July & 18th January in every year or within one calendar month therefrom then but not otherwise the s^d Thomas Birkbeck would accept such interest in lieu & full satisfaction of the same sum at £5 per cent for the year & give receipts accordingly.

Declaration that in case interest was in arrear for one calendar month from time of payment & the s^d Thos Birkbeck excepted interest at £4 per cent it should not waive his right to claim interest at £5 per cent in case of any arrears thereafter.

Declaration not to call in mortgage for five years upon certain conditions (Term expired).

The Schedule referred to in the now abstracting Indenture

<u>In the Township of Stainforth</u>		
Thomas Redmayne	Cottage & garden	0 0 17
	Plantation	1 2 6
	Do	2 0 2
	Do	0 1 18
	Mill Close	3 2 12

	Husband Meadow	2 1 35
	Bank & Husband Pasture	2 1 14
	Ridding measure & Plantation	2 1 31
	House, gardens, Road & coachhouse	1 2 1
	Taitlands & Plantation	1 0 24

		17 2 0
Mamrmaduke Armistead	Croft	0 1 29
	House etc	24

		2 13
Thomas Parker	Brow Meadow	3 18
Elizabeth Foster	Barn & Butcher's Shop	5

Richard Armistead	Barn & High Goose Scar	14 3 13
	Low Goose Scar	2 2 8
	Great Tongue	14 3 12
	Tongue	22 3 34
	Do	1 0 23
	Long Tongue	3 2 38
	Brow Meadow	6 2 15
	Barn & Intack	4 0 29
	Garthnook	3 1 34
	Hazlegs	8 3 11
	Bull Copy	1 1 7
	Wood	1 0 2
	Do	1 1 6
	Barn & Billinger Meadow	5 0 25
	Middle Billinger	3 2 31
	High Billinger	2 3 5
	Sannot	11 1 2
	Cote Close	9 2 28
	Stangs	9 0 2
	Thackwood	2 1 35
	Plantation	17
	Acre	7 3 11
	Plantation	32
	Garden	9
	Bottom Lands	1 3 13
	Barn & Fold	15
	Barn Croft	1 7
	Crow Croft	33
	Garden	16
	House, Barn, garden & Fold	1 12
	Croft	<u>2 1</u>
		142 1 3

And he bequeathed to his s^d daughter Jane the legacy or sum of £1000 sterling to be paid at the end of twelve calendar months next after his decease & to bear interest from the day of his death until payment thereof at the rate of £4 per cent per ann.

And he bequeathed to the s^d H Redmayne, Joseph Stubbs & John M Redmayne the sum of £10,000 sterling which sum was to bear interest at the rate of £4 per cent per ann from the day of his death until the investment thereof thereafter directed & was to be held upon & for the trusts & purposes therein mentioned for the benefit of his daughter Mary Redmayne.

And testator devised all the real & leasehold estates of or to which he should at his decease be seised, possessed or entitled or over which he should at that time have any disposing power (except estates vested in him as trustee or mortgagee) to the s^d Henry Redmayne, Jos Stubbs & John M Redmayne, their heirs, exors, admors & ass^s respily.

Upon trust by selling or mortgaging the same or a competent (*sic*) part or parts thereof to raise in aid of his personal estate as much money as should be requisite to satisfy his funeral & testamentary expenses & debts & the several pecuniary legacies therein before bequeathed together with the expenses of executing this trust & to mapply the money to be so raised accordingly & subject thereto.

In trust for his s^d son, his heirs & ass^s absolutely.

And the s^d testator declared that any sale of his s^d real & leasehold estates might be effected by his trustees either by public auction or private contract with power to his trustees to make any special or other conditions of sale as to the title or evidence of title or otherwise & with power to buy in the premises at any sale by auction or to rescind any contract either on terms or gratuitously & to resell the premises without being answerable for any consequent loss, and that the receipts of his trustees to purchasers, mortgagees & others for moneys paid to his trustees be sufficient discharges from the same & from all liability to see to the application thereof & that no purchaser or mortgagee should be obliged to ascertain the occurrence or existence of any event or purpose in or for which a sale or mortgage was therein before authorized to be made, nor to enquire into or take notice of any matter connected with the propriety or regularity of any sale or mortgage.

Testator declared that the expression "my Trustees" used by him in his s^d will should be construed as comprising & referring to the trustees or trustee for the time being of his s^d will.

Executed by the s^d testator in the presence of & attested by 2 witnesses.

The s^d Thos Redmayne died 23rd Feb^y 1862 & his s^d Will was proved by the s^d Joseph Stubbs & J M Redmayne in the Wakefield District Registry of the Court of Probate 26th march 1862 (power being reserved of making a grant to Henry Redmayne the other Exor on his lawful application).

Registered at Wakefield 2nd May 1862 in Book HB page 395 & No.504.

Enrolled at the Manor Court of Lawkland with Feizor 12th June 1862.

Enrolled at the Manor Court of Austwick 13th June 1862.

Proved by the s^d Henry Redmayne 18th November 1862.

31 December 1862 By Indre of this date made Betwⁿ George Hartley of Settle in the County of York Gentⁿ and William Hartley of the same place Gentⁿ of the 1st part, Leon^d Will^m Sedgwick of Manchester Square in the County of Middx M.D. and Jane his wife of the 2nd part, Henry Redmayne of Taitlands near Settle afores^d Gentⁿ of the 3rd part, & the s^d H^y Redmayne, Joseph Stubbs of Langthorpe near Boroughbridge in the s^d County wine & spirit merch^t & John Marriner Redmayne of Tynemouth in the County of Northumberland manufacturer of the 4th part.

After reciting the herein bef. abstr^t Indre of the 16th April 1831.

And reciting that the s^d Jane Redmayne died on or ab^t the month of Dec^r 1836 having had issue child & no more, viz the s^d Jane Sedgwick who on or about the 14th Jany 1858 married the said Leon^d Wm Sedgwick but no settlement or agreement for a settlement whatso^r had been made or entered before, upon or since the marriage of the said Leonard Wm Sedgwick & Jane Sedgwick.

And also reciting that the s^d Thos Ingelby died on or about the month of Dec^r 1846.

And also reciting that the s^d Rich^d Clapham duly made & executed his last Will & Testament in writing on or about 23rd Feby 1856 and thereby after appointing his son Thos Rich^d Clapham and the s^d George Hartley & Wm Hartley exors thereof gave & devised all real & personal Estate that might be vested in him at his decease as a Trustee or Mortgagee unto the said George Hartley and Wm Hartley, their heirs & assigns in case his said son should not be of the age of 21 years at his (the said Testators) death but in case he sh^d be of that age the said Testator gave & devised the same to him, his heirs, exors, admors & assigns according to the nature of the premises and subject to the equities affecting the same.

And also reciting that the said Richard Clapham died on or about 20th oct 1856 without having revoked or altered his said Will & the same was proved in the Prerogative Court of the Archbishop of York on or about 14th. April 1857 & in the Prerogative Court of the Archb^p of Canterbury on or about 8th. June 1857 by the s^d George Hartley & Wm Hartley alone, power being reserved to the said Thomas Richard Clapham to prove the same but which he had never done.

And also reciting that the said Thomas Richard Clapham was under the age of 21 years at the death of the said Richard Clapham.

And also reciting the hereinbefore abstracted Will of the s^d Thomas Redmayne.

And also reciting that the s^d Thomas Redmayne died on or about 23rd. Feby 1862 without having revoked & altered his said Will & the same was on or about 26th. March 1862 proved by the s^d Joseph Stubbs and John Marriner Redmayne in the District Registry at Wakefield attached to Her Majesty's Court of Probate

power of making a grant of Probate to the s^d Henry Redmayne when of age being reserved.

And also reciting that that the s^d Joseph Stubbs and John Marriner Redmayne were desirous of paying the said sum of £2000 secured by the s^d Term of 500 years limited by the hereinbefore abstracted Indre of Settlement of the 11th April 1831 as aforesaid unto the s^d Leonard Wm Sedgwick & Jane his wife upon having such surrender of the s^d term of 500 years as thereinaft^r contained.

It is witnessed that in conson of £2000 Leonard Wm Sedgwick & Jane his wife paid by the s^d Joseph Stubbs & John Marriner Redmayne the receipt etc. They the said George Hartley & Wm Hartley with the privity and approbation as well of the s^d Leonard Wm Sedgwick & Jane his wife as of the s^d Henry Redmayne & to the intent that the s^d term of 500 years might merge in the reversion of the hereditis comprised therein, surrendered unto the s^d Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns.

All & singular the s^d messuages, tenements, lands, grounds, hereditis & premises together with their rights, members & appurtenancies mentioned in the hereinbefore abstracted Indenture of the 16th April 1831.

And all the estate etc

To hold the same unto the s^d Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns, freed & discharged from all monies due or owing under or intended to be secured by the limitation of the s^d term of 500 years & from all claims & demands in respect thereof & to the intent that the s^d term of 500 years might merge in the reversion of the hereditis comprised therein.

And it is further witnessed that the parties thereto of the 2nd, 3rd & 4th parts did declare that as far as the s^d term of 500 years might not be effectually surrendered or merged by the now abstracting Indenture, the same should become attendant on the inheritance.

Covenant by each of them the said George Hartley & William Hartley for himself, his heirs, exors & admors with the s^d Henry Redmayne, Joseph Stubbs & John Marriner Redmayne, their heirs & assigns that he had not incumbered.

Executed by the s^d George Hartley, Wm Hartley, Leonard Wm Sedgwick, Jane Sedgwick, Henry Redmayne, Joseph Stubbs & John Marriner Redmayne & duly attested.

Receipt for £2000 indorsed, signed by the s^d Leonard Wm Sedgwick & Jane his wife & witnessed.

Registered at Wakefield 28th Dec^r 1863 in Book XR page 44 & No.515.

7th Dec^r 1866 By Indenture of this date made between the said Henry Redmayne of the one part and the said Joseph Stubbs and John Marriner Redmayne of the other part.

Reciting fully the last abstracted Will of the s^d Thomas Redmayne.

And reciting that the said Joseph Stubbs & John M Redmayne had put the said Henry Redmayne into actual posson of the residence of the s^d testators real & leasehold estates.

And also reciting that the said Joseph Stubbs & John M Redmayne had rendered to the s^d Henry Redmayne an account of the real and personal estate of the said

testator and of the disposition and application of the same and the proceeds thereof and of the income thereof resp'y up to the date of the said Henry Redmayne proving the s^d testors Will and also an account thereof resp'y since that period and the said several accounts had been fully and thoroughly inspected and examined by the said Henry Redmayne and he was satisfied therewith as he did thereby acknowledge. And all sum & sums of money due or owing to the s^d Henry Redmayne or to which he was entitled in resp^l of the s^d accounts or of the s^d Will of the s^d testor or of any moneys which had come to the hands of the s^d Joseph Stubbs & John M Redmayne or either of them or to the hands of the said Henry Redmayne, Joseph Stubbs & John M Redmayne any or either of them under or by virtue of the s^d Will or orwise in relation thereto had been duly p^d over to or rec^d by the s^d Henry Redmayne as he did hereby acknowledge.

And also reciting that for the greater satisfaction of the s^d Joseph Stubbs & John Marriner Redmayne, the s^d Henry Redmayne had agreed to execute to them such a release as was thrinaf^t contained.

It is witnessed that in pursuance of the s^d agreem^t and in conson of the premises, the said Henry Redmayne did thereby release, exonerate & for ever discharge the said Josp^h Stubbs & John M Redmayne and each of them & the heirs, exors & admors, estates and effects of them and each of them and from all actions, suits, accounts, reckonings, charges, claims & demands whatsoever for or in respect or on account of the real or personal estate of the said Testor or the income thereof, or any part of parts thereof, or any matter, act, deed or thing whatsoever done or omitted to be done by the s^d Joseph Stubbs & John M Redmayne or either of them in or about the execution of the s^d Will or the trusts thereof or in any wise relating to the premises.

Executed by the s^d Henry Redmayne and attested.

18th July 1868 Letters of Administration of the Effects of Henry Redmayne deceased (who died intestate 13th march 1868).

Granted by the District Registry at Wakefield of the Court of Probate to Jane wife of Leon^d W Sedgwick & Mary wife of James Sedgwick.

Document 105

1868 Supplemental Abstract of Title to property at Stainforth Langcliffe and Settle alte belonging to Mr Henry Redmayne deceased.

20th October 1868

Hirst & Capes, Knaresborough

Indenture of reconveyance made between George Stansfield of Burnley in the County of Lancaster Banker but now of Settle in the County of York Esq. & William Wakefield of Birklands in the County of Westmoreland (*sic*) Banker of the 1st.part, Joseph Stubbs of Boroughbridge in the County of York wine merchant & John Marriner Redmayne of Tynemouth in the County of Northumberland manufacturer of the 2nd part, Leonard Wm Sedgwick of No.2 Gloucester Terrace Hyde park in the County of Middlesex Doctor of Medicine of the 3rd part, Jane Sedgwick of the same place wife of the said Leonard Wm Sedgwick of the 4th part, James Sedgwick of Boroughbridge aforesaid surgeon of the 5th part, Mary Sedgwick of the same place wife of the said James Sedgwick of the 6th part, & Henry Hawkesley Capes of Knaresbro in the sd County of York gentleman of the 7th part.

Reciting the before Abstracted Indentre of the 18th day of Janry 1859.And reciting the before abstracted will of the sd Thomas Redmayne of the 20th Febry 1862 & his death and proof of his will. And reciting that the sd Thos Birkbeck made & duly executed his last will and testament in writing bearing date the 28th Augt 1858 whereby he appointed his brother in law the sd George Stansfield & his nephew the sd Wm Wakefield their heirs, exors, admors & assigns Upon the trusts and subject to the equities affecting the same All such real and personal estate as might be vested in him the said testator at his decease upon any trust or by way of mortgage.

And reciting that the sd Thomas Birkbeck made & duly executed a codicil to his sd will which codicil bears date the 11th Oct 1861 but the same did not affect the disposition of his trust & mortgage estates contained in his sd will.

And reciting that the sd testator Thos Birkbeck departed this life on or about the 26th Febry 1863 & that his sd will & codicil were duly proved in the Wakefield District Registry of Her Majesty's Court of Probate on the 22nd may 1863 by the sd exors therein named.

And reciting that the sd Henry Redmayne died on or about the 13th March 1868 a bachelor without parent & intestate leaving the sd Mary Sedgwick his only sister of the whole blood & heiress at law & the sd Jane Sedgwick his only sister of the half blood him surviving.

And reciting the before abstracted letters of administration of the 18th July 1868.

And reciting that there was then owing the sd George Stansfield & Wm Wakefield as such trustees & exors of the said Thos Birkbeck deceased as aforesaid upon or by virtue of the sd thereinbefore recited Indre of mortgage the sum of £4800 only, all interest in respect of the same having been fully paid & satisfied as the sd George Stansfield & Wm Wakefield did thereby respectively declare & acknowledge.

And reciting that the sd Mary Sedgwick as heiress at law of the sd Henry Redmayne deceased was seized of or entitled to all or so much & such part or parts of the said heridits & premises thereby granted, released & conveyed with their appurts as was or were or might appear to be of freehold tenure subject to the sd thereinbefore recited Indre of mortgage.

And reciting that the said Jane Sedgwick & Mary Sedgwick as such sisters of the sd Henry Redmayne deceased aforesaid were entitled in equal shares to all or so much & such part or parts of the sd heridits & premises thereby assigned as was or were or might appear to be of leasehold tenure or held for terms of years subject to the sd thereinbefore recited Indre of mortgage.

And reciting that the sd Leonard Wm Sedgwick & Jane his wife & James Sedgwick & Mary his wife were desirous of paying off the sd sum of £4800 so owing upon the security of the sd recited Indre as aforesaid & of having the heridits comprised in & assured by the sd recited Indre conveyed & assigned or otherwise assured for the use or benefit of the sd Jane Sedgwick & Mary Sedgwick respectively in manner thereinafter mentioned.

It is by the now abstracting Indre witnessed that in consideration of £4800 to the sd George Stansfield & Wm Wakefield paid by the sd Leonard Wm Sedgwick & Jane his wife & James Sedgwick & Mary his wife in full satisfaction of all principal moneys & interest secured by the sd thereinbefore recited Indre the receipt etc. And in consideration of 10/- sterling to each of them the sd George Stansfield, Wm Wakefield, Joseph Stubbs, John M Redmayne, Leonard W Sedgwick & James Sedgwick pd by the sd Jane Sedgwick & Mary Sedgwick the receipt etc. And in conson of the sum of 10/- to each of them the said George Stansfield, Wm Wakefield, Joseph Stubbs, J.M.Redmayne, L.W.Sedgwick, Jane Sedgwick, Jas. Sedgwick & Mary Sedgwick paid by the sd H.Hawkesley Capes the receipt etc.

The sd George Stansfield & Wm Wakefield with the privity consent & approbation of the sd Joseph Stubbs, J.M.Redmayne, Leonard W. Sedgwick, Jane Sedgwick, Jame Sedgwick & Mary Sedgwick testified as therein mentioned & according to their several and respective estates & interests in the premises but not further or otherwise.

Did thereby grant, release, convey & assign And the sd Joseph Stubbs, John M.Redmayne, Jane Sedgwick & Mary Sedgwick with the privity, consent & approbation of the sd Leonard W.Sedgwick & Jas Sedgwick testified as aforesaid & according to their several & respective estates & interests in the premises but not further or otherwise.

Did thereby grant, release, convey, assign & confirm And the sd Leonard W.Sedgwick & Jas Sedgwick according to their several & respective estates & interests in the premises.

Did thereby grant, release, convey, assign & confirm unto the sd Hy Hawkesley Capes, his heirs exors, admors & assigns All & singular the Mansion House, messuage, tenements, closes or parcels of land, heridits & premises comprised in & assured by the sd thereinbefore recited Indre of the 18th Janry 1859 or expressed so to be And all the estate etc To hold all or so much & such part or parts of the sd heridits & premises thereby granted, released & conveyed with their appurts as was or were or might appear to be of freehold tenure unto the sd Henry H

Capes his heirs & assigns To the use of the sd Mary Sedgwick, her heirs & assigns forever Freed & absolutely discharged from all principal moneys & interest secured or intended to be secured by the sd thereinbefore recited Indre & all claims & demands on account thereof respectively or any part thereof respectively or in anywise relating thereto.

And to hold all or so much & such part or parts of the sd heridits & premises thereby assured as was or were or might appear to be of Leasehold Tenure or held for term of years unto the sd Henry Hawkesley Capes, his exors, admors & assigns for all such term or terms of years as were then to come & unexpired therein & for all other the term & interest of the sd Geo Stansfield, Wm Wakefield, Jos Stubbs, J.M.Redmayne, L.W.Sedgwick, Jane Sedgwick, James Sedgwick & Mary Sedgwick & each & every of them therein & thereto.

In trust nevertheless for the sd Jane Sedgwick & Mary Sedgwick & their respive exors, admors & ass^s in equal shares as tenants in common but freed & absolutely discharged from all principles, moneys and interest secured or intended to be secured by the sd thereinbefore recited Indre and all claims & demands on account thereof respectively or any part thereof respectively or in anywise relating thereto.

Covenant by each of the sd Geo. Stansfield & Wm Wakefield with the sd H.H.Capes, L.W.Sedgwick, Jane Sedgwick, James Sedgwick & Mary Sedgwick that they respectively had done no act to incumber.

Executed by George Stansfield, William Wakefield, Jack Stubbs, John Marriner Redmayne, Leon^d Wm Sedgwick, Jane Sedgwick, James Sedgwick, Mary Sedgwick, H.H.Capes & attested.

Receipt for £4800 signed by George Stansfield & Wm Wakefield and witnessed.

Acknowledged before Commissioners by the sd Jane Sedgwick & Mary Sedgwick.

Registered at Wakefield 7th. November 1868 in book 614, Page 378, No.892.

Document 106

1868 Sedgwicks to Brown (Lots 18 & 19)

Requisitions in Title

Wm Hartley
Settle

1. The £250 Legacy given by the Will of 20th April 1799 seems to have been the only provision for Ellen and Testator's after born children. Giles seems to have been the only after born Child and he must have died soon after his birth. Is this so?
No doubt
No doubt
2. Does the certificate of 25th April 1800 refer to the burial of Giles the Child of whom Testator's wife was pregnant as mentioned in the Will?
Yes
3. Do the Letters of Administration of 28th May 1825 state that Richard died without a Will, and a Bachelor?
See abstract as to Declaration by Mr Thos Redmayne dated 18 Jany 1859
4. Was not the £2000 referred to in the receipt of 25th Sept 1862 Settled on Jane Redmayne's marriage?
We think not
5. Jane the Wife of Thomas Redmayne died in 1836. Where was she buried? Where was Thomas Ingleby buried? The Indenture of 16th April 1831 and 31st December 1862 (Abstracts of which are furnished in respect of other Lots) will affect Lot 19 – Abstracting of them to be sent.
Abstracts of these Deeds have been forwarded
6. Is "Stones pasture 41 ac 0r 15p" in the Schedule of the Mortgage Deed of 18th January 1859 Lot 18?
Yes
7. The premises comprised in this Lot, it appears, are vested in the representatives of the late Thomas Birkbeck under the above mentioned Mortgage deed of 18th Jany 1859 for securing £4800 and Interest Abstract of his Will to be furnished.
A reconveyance will be executed before completion
8. By the Will of Thomas Redmayne the premises are subject in aid of testator's other personal estate to the payment of the

legacies of £1000 and £10,000 thereby given to his Daughter Jane and to Trustees for his Daughter Mary and the Children. Evidence must be given of the payment of these legacies.

Yes

9. Has any settlement been made of Jane Sedgwick's £1000?

We think not

10. Under this Will also but subject to the above Mortgage the premises comprised in these Lots appear to be vested in the two surviving Trustees (Messrs Joseph Stubbs and J.Marriner Redmayne). In Trust by reason of Henry Redmayne's intestacy for his two sisters Jane and Mary Sedgwick as his only next of kin.

This shall be done

11. Evidence must be given that these two ladies are his only sisters and next of kin.

12. Was any Settlement executed on Thomas Redmayne's first and third Marriage?

13. Is the late Henry Redmayne's Mother living? If so, she may be entitled as one of the next of kin.

She is dead

14. Evidence must be given of payment of Succession Duty Payable both on the death of Thomas Redmayne and on the Death of Henry.

The Succession
Duty Accounts
shall be produced

15. As there is none other than a very general description of the premises (with the exception of Lot 18 in the mortgage deed of 1859), a declaration must be furnished in proof of the enjoyment of the property in conformity with the title for at least 20 years and also for such further period of time back as living testimony can be obtained to show.

The vendors will
further a Statutory
Declaration to be
made by some
competent person
that Mr Thomas
Redmayne was in
the uninterrupted
enjoyment of the
property for
upwards of
years prior and up
to his death.

16. What interest has the tenant in the premises? Has notice to quit been

We suppose it is an Ordinary Conveyance ending Ladyday or Mayday and we will give notice to quit accordingly.

17. To whom will the purchase be money be paid?

The Vendors

18. Does the Rentcharge of £7 10 0 mentioned in the particulars of Lot 9 affect these Lots affect these Lots and how is the Purchaser to be protected against the same?

No

19. Which of the Title Deeds will be delivered to the Purchaser and which retained or delivered to another purchaser and who will covenant for the production of all such Deeds.

Mr Brown will have no deeds delivered to him Mr Armitstead will covenant for the production of of the Deeds of the
16 April 1831
31 Dec^r 1862
26 Jany 1818
18 Jany 1859
Aug 1868

20. Are there any Judgements, Crown Debts, lites, pendentes, Annuities, Settlements or other Incumbrances affecting these Lots not disclosed by the Abstract?

None that we are Aware of

I reserve the right of making any further requisitions.

(Signed) Wm Hartley
Purchaser's Solicitor
Settle, 13th July 1868

Hirst & Capes
Knaresborough
15 Aug 1868

Further Requisitions sent 17th Sept 68

1. The Reconveyance from the Mortgages ??? completed and registered.
2. The Statutory Declaration to be furnished.
3. Evidence that Jane and Mary Sedgwick are the only next of kin to be given.
4. Copies of Succession Accounts to be furnished.

Document 107

Inland Revenue. Succession Duty on Real Property

An Account of the SUCCESSION IN REAL PROPERTY of Mary Sedgwick the wife of James Sedgwick of Boroughbridge in the County of York Surgeon upon the death of Henry Redmayne who died on the 13th day of March 1868, derived from the said Henry Redmayne the Predecessor under the Intestacy of the said Henry Redmayne delivered by the said Mary Sedgwick the Successor.

DESCRIPTION OF PROPERTY

A close of freehold land situate in the Township of Settle in the County of York called Little Bank containing by estimation 51a 1r 3p and in the occupation of Mr Benjamin Heseltine at the annual rent of ... Saleable Value (£)765 Annual Value (£)25 10

A Dwellinghouse called Hobs Gate with Barn on (illegible)

Garden and Paddock containing by estimation one rood and 17 perches and the close called Calf Croft containing 1 rood and 4 perches and the close called Home Croft 1a 1r 0p with 8 Sheep Gaits in Oxenber Wood respectively situate at Austwick in the parish of Clapham in the County of York of Customary hold tenure in the occupation of Mr Matthew Jackson at the Annual rent of ... Saleable value (£)420 Annual Value (£)14

A Dwellinghouse with two Gardens and a close called Town Croft Pasture containing together 1a 2r 25p situate at Austwick aforesaid of Customary hold tenure in the occupation of Mr Christopher Ingleby at the annual rent of ... Saleable Value (£)360 Annual value (£)12

All those several closes of land following namely Forelands 7a 3r 38p Crabtree Close 3a 1r 3p Island and Beck 1 rood and 16 perches Little Briggs 4a 1r 24p Plantation and half of Beck 23 perches respectively situate at Austwick aforesaid of freehold and customary hold tenure in the occupation of Richard Duckett at the annual rent of ...
Saleable Value (£)945 Annual Value (£)31. 10. 0

Several closes of land situate at Austwick aforesaid of customary hold tenure called by the several names and containing the respective quantities following, viz Dog Kennel 4a 2r 36p Plantation 23 perches Filed House pasture 23a 1r 32p Site of Barn 8 perches Naylor Garth 1a 1r 12p Tranberry 3a 2r 27p Graysonber Long Meadow 3. 2. 6 Site of Barn 18 perches Graysonber Copy 2a 1r 3p Far Meadow 2. 3. 0 together 42a 1r 5p in the occupation of Mr John Ingleby at the annual rent of Saleable Value (£)2850 Annual Value (£)95

An Undivided Moiety of the Mansion or dwellinghouse called "Taitlands" with the Gardens pleasure grounds and outbuildings garth and plantation containing together 2a 2r 25p and ther several closes or parcels of ground called by the several names and containing by estimation the several quantities following namely Plantation 1 rood and 18 perches Mill Close 3a 2r 12p

Husband Meadow 2a 1r 35p Husband Pasture with Barn and outbuildings 2a 1r 14p and Riddings Close and plantation 2a 1r 31p

The last described premises containing on the whole 13a 3r 15p are of leasehold tenure for long term of years and in the occupation of the Successor and her half sister Mrs Jane Sedgwick are situate at Stainforth in the parish of Giggleswick in the County of York and assessed to the property tax of £104. Saleable Value (£)1560 Annual Value (£)52

An Undivided Moiety of a Blacksmith's Shop and Croft situate at Stainforth aforesaid of leasehold tenure for long term of years in the respective occupations of William Lee and Anthony Sharp at the annual rent of £3. 12. 0.

Saleable Value (£)54 Annual Value (£)1. 16. 0

An Undivided Moiety of a Butcher's Shop Garden and a Close of Meadow land situate at Stainforth aforesaid containing together 3 roods and 32 perches or thereabouts of leasehold tenure for long term of years in the occupation of Mr Christopher Greenbank at the annual rent of £5. 5. 0 Saleable Value (£)78. 15. 0 Annual Value (£)2. 12. 6

An Undivided Moiety of a dwellinghouse called Stockhill House and outbuildings with the Garden and crofts or pieces of ground thereto belonging situate at Stainforth aforesaid containing in the whole 3 roods and 22 perches of leasehold tenure for long term of years in the occupation of Mr Marmaduke Armitstead at the annual rent of £16.

Saleable Value (£)240 Annual Value (£)8

An undivided Moiety of a dwellinghouse with the outbuildings and croft adjoining by estimation 3 roods and 13 perches and 8½ Beast Gaits on Great Moorhead And the several closes or parcels of ground following namely Brow Meadow 6a 2r 15p Garth Nook 3a 1r 34p Hazleys pasture 8a 3r 11p Barn and Intack 4a 0r 29p High Goose Scar Close and Barn 14a 3r 13p Low Goose Scar Close 2a 2r 8p Plantation 1a 2r 6p Great Tongue 13a 0r 6p other part of ditto 1a 5r 6p Catterick 22a 3r 34p Tongue 1a 0r 33p Long Tongue 3a 2r 38p Bullycopy 1a 1r 7p Wood 1a 0r 2p Wood 1a 1r 6p Billinger Meadow and Barn 5a or 25p Middle Billinger 5a 2r 32p High Billinger 7a 3r 5p Sannot 11a 1r 2p Cote Close 9a 2r 28p Stangs Close 9a 0r 2p Stangs Close 6a 2r 24p Bottom Lands 1a 3r 13p Near Barn and Fold 15 perches Near Barn Croft 1 rood and 7 perches Plantation 17 perches Acre Close 7a 3r 11p Plantation 32 perches and Thackwood Close 2a 1r 35p which said dwellinghouse closes and premises contain altogether by estimation 152a 0r 30 p are situate at Stainforth aforesaid and of leasehold tenure for long terms of years and are now in the occupation of Mr Benjamin Heseltine at the annual rent of £157.15 Saleable Value (£)2366. 5. 0 Annual Value (£)78. 17. 0

An Undivided Moiety of a Barn and Yard situate at Settle in the County of York of leasehold tenure for long term of years in the occupation of William Dugdale at the annual rent of £4. 15.

Saleable Value (£)66. 5. 0 Annual Value (£)2. 7. 6

An Undivided Moiety of a close of land situate in the Township of Langcliffe in the County of York of leasehold tenure for long term of years called the Stones and containing by estimation 41a 0r 15p in the occupation of Mr Benjamin Heseltine at the annual rent of £31. 15. 0

Saleable Value (£)476. 5. 0 Annual Value (£)15. 17. 6

Total £10181. 10. 0 £339. 11. 0

The principal sum of £2200 due on Mortgage of the Austwick Estate, to Mrs Mary Stubbs by Deed dated 4th. July 1866. Capital (£)2200 Annual Payments (£)88

The principal sum of £800 due on Mortgage of the Austwick Estate to Mrs Jane Stubbs vy Deed dated 31st.July 1867 Capital (£)800 Annual Payments (£)32

Repairs and Insurance Annual Payments (£)10

A Moiety of the principal sum of £4800 due on Mortgage of the Stainforth Estate to Mr Thomas Birkbeck by Deed dated 18th. of January 1859

Capital (£)2400 Annual Payments (£)96

A Moiety of Repairs & Insurance Annual Payments (£)10

Total £5400 £236

Total Gross Annual Value £339. 11. 0
Total Annual Value of Deductions £236
Net Annual Value £103. 11. 0

I declare that this is a just and true Account of all the Succession in Real and Leasehold Property of Mrs Mary Sedgwick upon the death of the before-named Henry Redmayne and that the said Mary Sedgwick was born on the 24 day of March 1843 and am a sister of the half blood of the said Henry Redmayne the Predecessor from whom the said Property is derived.

Dated this tenth day of December 1868

(Signed) Mary Sedgwick

Assessment

The value of an Annuity of £103. 11. 0 for a Life aged 24 is £1760. 18. 10 and the Duty on this Sum at the rate of 3 per Cent. Is assessed at £52. 16. 6

By the Commissioners (Signed) Geo Dennely

Disct. £4. 4. 0

Receipt for Duty

RECEIVED the Eighth day of January 1869, the Sum of Forty Eight pounds twelve shillings and six pence being the Duty above-mentioned.

£48. 12. 6

Registered. (Signed) Geo Dennely Comptrolled. (signed) C.Blenkhorn

Document 108

INLAND REVENUE

SUCCESSION DUTY ON REAL PROPERTY, which includes all Freehold, Copyhold, Customary, Leasehold, and other Hereditaments, whether corporeal or incorporeal.

An Account of the SUCCESSION IN REAL PROPERTY of Jane Sedgwick the wife of Leonard William Sedgwick of No.2 Gloucester Terrace, Hyde Park in the County of Middlesex Doctor of Medicine upon the death of Henry Redmayne who died on the 13th. day of March 1868, derived from the said Henry Redmayne the Predecessor under the Intestacy of the said Henry Redmayne.

Delivered by the said Jane Sedgwick the Successor.

DESCRIPTION OF PROPERTY

An undivided Moiety of the Mansion or dwellinghouse called "Taitlands" with Gardens pleasure grounds outbuildings garth and plantation containing together 2a 2r 25p and the several closes or parcels of land called by the several names and containing by estimation the several quantities following namely Plantation one rood and 18 perches Mill Close 3a 2r 12p Husband meadow 2a 1r 33p Husband Pasture with Barn and outbuildings 2a 1r 14p and Ridding Close and plantation 2a 1r 13p. The above described premises containing in the whole 13a 3r 15p are of leasehold tenure for long term of years and in the occupation of the Successor and her half sister Mrs Mary Sedgwick are situate at Stainforth in the parish of Giggleswick in the County of York and assessed to the property tax at £104.

Saleable Value (£)1560 Annual Value (£)52

An undivided Moiety of a Blacksmith's Shop and Croft situate at Stainforth aforesaid of leasehold tenure for long term of years in the respective occupations of William Lee and Anthony Sharp at the annual rent of £3. 12. 0

Saleable Value (£)54 Annual value (£)1. 16. 0

A n undivided Moiety of a Barn and Butcher's Shop Garden and a Close of Meadow land situate at Stainforth aforesaid containing together 3 roods and 32 perches or thereabouts of leasehold tenure for long term of years in the occupation of Mr Christopher Greenbank at the annual rent of £5/5

Saleable Value (£)78. 15. 0 Annual Value (£)2. 12. 6

An undivided Moiety of a dwellinghouse called Stockhill House and outbuildings with the garden and Crofts or pieces of Ground thereto belonging situate at Stainforth aforesaid containing in the whole 3 roods and 22 perches of leasehold tenure for long term of years in the occupation of Mr Marmaduke Armitstead at the annual rent of £16.

Saleable Value (£)240 Annual Value (£)8

An undivided Moiety of a Dwellinghouse with the Outbuildings and Croft adjoining containing by estimation 3 roods and 13 perches and 8½ Beast Gaits on Great Moor Head and the several

closes or parcels of ground following namely Brow Meadow 6a 2r 15p Garth Nook 3a 1r 34p Hazleys Pasture 8a 3r 11p Barn and Intack 4a 0r 29p High Goose Scar Close and Barn 14a 3r 13p Low Goose Scar Close 2a 2r 8p Plantation 1a 2r 6p Plantation 2a 0r 2p Great Tongue 13a 0r 6p Other part of ditto 1a 3r 6p Catterick 22a 3r 34p Tongue 1a 0r 33p Long Tongue 3a 2r 38p Bull Coyp 1a 1r 7p Wood 1a 0r 2p Wood 1a 1r 6p Billinger Meadow and Barn 5a 0r 25p Middle Billinger 3a 2r 21p High Billinger 2a 3r 5p Sannot 11a 1r 2p Cote Close 9a 2r 28p Stangs Close 9a 0r 2p Stangs Close 6a 2r 24p Bottom Lands 1a 3r 13p Near Barn and Fold 15 perches Near Barn Croft 1 rood and 7 perches Plantation 32 perches Acre Close 7a 3r 11p Plantation 32 perches and Thackwood Close 2a 1r 35p. Which said dwellinghouse closes and premises contain altogether by estimation 152a 0r 30p are situate at Stainforth aforesaid and of leasehold tenure for long term of years and now in the occupation of Mr Benjamin Heseltine at the annual rent of £157. 15. 0

Saleable Value (£)2366. 5. 0 Annual Value (£)78. 17. 6

An undivided Moiety of a Barn and Yard situate at Settle in the County of York of leasehold tenure for long term of years in the occupation of William Dugdale at the annual rent of £4/15

Saleable Value (£)66. 5. 0 Annual Value (£)2. 7. 6

An undivided Moiety of a Close of land situate in the Township of Langcliffe in the County of York of leasehold tenure for long term of years called the Stones and containing by estimation 41a 0r 15p in the occupation of Mr Benjamin Heseltine at the annual rent of £31. 15. 0

Saleable Value (£)476. 5. 0 Annual Value (£)15. 17. 6

Total £4841. 10. 0 £161. 11. 0

A Moiety of the principal sum of £4800 due on Mortgage of the Stainforth Estate to MR Thomas Birkbeck by Deed date 18th. January 1859

Capital £2400 Annual Payments £96

A Moiety of Repairs and Insurance £10

Total £2400 £106

Total Gross Annual Value £161. 11. 0
 Total Annual Value of Deductions £106
 Net Annual Value £ 55. 11. 0

I declare that this is a just and true Account of all the Succession in Real and Leasehold Property of Mrs Jane Sedgwick upon the death of the before-named Henry Redmayne and that the said Jane Sedgwick was born on the 16th. day of May 1834, and am a sister of the Half Blood of the said Henry Redmayne the Predecessor from whom the said Property is derived.

Dated this tenth day of December 1868

ASSESSMENT

The value of an Annuity of £55. 11. 0 for a Life aged 35 is £891. 13. 8 and the Duty on this Sum at the rate of 3 per Cent. is assessed at £26. 15. 0.

By the Commissioners (Signed) Geo Dennely

RECEIPT FOR DUTY

RECEIVED the Eighth day of January 1869, the sum of Twenty Four pounds thirteen shillings being the Duty above-mentioned.

£24. 13. 0

Registered. (Signed) Geo Dennely

Comptrolled. (Signed) C.Blenkhorn

Document 109

Dated 5 Nov 1868

Re Mr Henry Redmayne deceased

Statutory declaration by Mrs Mary Stubbs as to the family of Mr Thomas Redmayne deceased.

Hirst & Capes
Boroughbridge

I Mary Stubbs of Boroughbridge in the county of York widow solemnly and sincerely declare as follows namely that I am sixty five years of age that I knew and was well acquainted with Thomas Redmayne late of Taitlands near Settle in the said county gentleman deceased who died on the twenty third day of February one thousand eight hundred and sixty two. The said Thomas Redmayne was married three was married three times and no more. The name of his first wife was Ann Pooley of his second Jane Brown of his third Jane Henlock the last named was my sister. The said Thomas Redmayne by his first marriage had one child only who lived to attain the age of twenty one years namely Thomas who emigrated to Australia and died there a bachelor intestate in or about the year one thousand eight hundred and fifty two. The said Thomas Redmayne by his second marriage had one child only who lived to attain the age of twenty one years namely Jane now the wife of Leonard William Sedgwick of Number 2 Gloucester Terrace Hyde Park in the county of Middlesex doctor of Medicine. The said Thomas Redmayne by his third marriage had two children only who lived to attain the age of twenty one years namely Henry who died a Bachelor and intestate on the thirteenth day of March one thousand eight hundred and sixty eight and Mary now the wife of James Sedgwick of Boroughbridge in the county of York surgeon. And I say that such of the above facts as relate of the marriage of my said sister with the said Thomas Redmayne and the issue of such marriage and the deaths of the said Thomas Redmayne and his son the said Henry Redmayne are within my own knowledge and the remainder of such facts have been told to me by the said Thomas Redmayne deceased and also by other members of his family And I make the above solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the fifth and sixth years of the reign of His late Majesty King William the fourth intituled "An Act" to repeal an Act of the present Session of Parliament intituled "An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the State and to substitute declarations in lieu thereof and for the more entire suppression of voluntary and extrajudicial oaths and Affidavits and to make other provisions for the abolition of unnecessary oaths".

(Signed Mary Stubbs)

Declared at Boroughbridge in the
county of York this fifth day of
November one thousand eight
hundred and sixty eight. Before me

(Signed ? Hirst A Commissioner to administer oaths in Chancery in England.

Document 110

Dated 6th. November 1868

(Lots 18 & 19)

Statutory Declaration identifying the premises

Mrs Jane Sedgwick and Mrs Mary Sedgwick to Mr Christ. Brown

I Marmaduke Armitstead of Stainforth under Bargh in the parish of Giggleswick in the county of York yeoman do solemnly and sincerely declare as follows –

I am upwards of seventy years of age. I have known and been well acquainted with a certain piece or parcel of land called or known by the name of Stones Close containing Forty one acres and five perches more or less situate in the Parish of Giggleswick in the said County of York which (amongst other property) was on the second day of June last offered by sale by Auction at the Golden Lion Hotel in Settle in the said County being Lot 18 mentioned in the particulars of the said sale that the said close or parcel of land as also the eight and one half Cattle Gaits or Thirty four sheep gaits on Great Moor Head in the Township of Stainforth in the said Parish of Giggleswick which were offered for sale at the said Auction and comprised Lot 19 in the particulars formerly belonged to Mr Richard Redmayne deceased the Father of Thomas Redmayne late of Taitlands near Settle aforesaid Gentleman deceased and were afterwards the property of the said Thomas Redmayne. That the said Thomas Redmayne was in the uninterrupted possession and enjoyment of the said close or parcels of land Cattle Gaits or Sheep gaits as owner thereof for thirty years and upwards previously to his death which took place on the twenty third day of February one thousand eight hundred and sixty two And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of an Act made and passed in the session of Parliament of the fifth and sixth years of the reign of His late Majesty King William the Fourth intituled “An Act to repeal an Act of the present session of Parliament intituled An Act for the more effectual abolition of Oaths and Affirmations taken and made in various departments of the state and to substitute Declarations in lieu thereof and for the more entire suppression of voluntary and extrajudicial Oaths and Affidavits and to make other provisions for the abolition of unnecessary Oaths.

Subscribed and Declared at
Settle in the County of York this
Sixth day of November One
Thousand Eight hundred and
sixty eight Before me

(Signed Marmaduke Armiststead)

(Signed William Hartley)
A Commissioner to administer Oaths
In Chancery in England

Document 111

Dated 6th.November 1868

Mr and Mrs Leonard William Sedgwick

And

Mr and Mrs James Sedgwick

To

Christopher Brown Esq.

Assignment of a close of Land and Cattlegaits situate in the Townships of Langcliffe and Stainforth in the Parish of Giggleswick in the County of York.

William Hartley
Settle

This Indenture is made the sixth day of November one thousand six hundred and sixty eight Between **Henry Hawkesley Capes** of Knaresborough in the West Riding of the County of York Gentleman of the first part, **Leonard William Sedgwick** of Number 2 Gloucester Terrace, Hyde Park in the County of Middlesex Doctor of Medicine and **Jane Sedgwick** his wife of the second part, **James Sedgwick** of Boroughbridge in the said Riding surgeon and **Mary Sedgwick** his wife of the third part, **Joseph Stubbs** of Boroughbridge aforesaid wine merchant, and **John Marriner Redmayne** late of Tynemouth in the County of Northumberland but now of Saltwell Dene near Gateshead on Tyne in the County of Durham manufacturer of the fourth part, and Christopher Brown of Stainforth under Bargh in the Parish of Giggleswick in the said Riding Gentleman of the fifth part. **Whereas** by Indenture bearing date the Eighteenth day of January one thousand eight hundred and fifty nine and made between Thomas Redmayne of Taitlands in the County of York esquire of the one aprt, and Thomas Birkbeck of Taunfield House near Taunton in the County of Smoerset of the other part after reciting therein that the said Thomas Redmayne was seized or otherwise possessed of or well entitled to for some long term or terms of years the heridataments and premises thereafter mentioned and thereby conveyed or otherwise assured, and which included (amongst other premises) the cattlegaits or sheeppaits and premises hereinafter firstly and secondly described and assigned. It was and is witnessed and the said Thomas Redmayne in consideration of four thousand eight hundred pounds therein expressed to be paid to him by the said Thomas Birkbeck did thereby grant, release, convey and assign unto the said Thomas Birkbeck, his heirs, executors, administrators and assigns All that capital messuage or mansion house situate at Taitlands in the Township of Stainforth under Bargh in the Parish of Giggleswick in the County of York with the outbuildings, pleasure grounds, plantations, gardens, crofts and appurtenancies to the same belonging, and also those several closes or parcels of land and heridataments situate in the Parish of Giggleswick aforesaid known by the several names and descriptions and containing the respective quantities mentioned in the Schedule thereunder written. And all other the estates, lands, tenements and premises, if any, of him the said Thomas Redmayne situate within the Parish of Giggleswick aforesaid with the appurtenancies. To hold such part or parts of the said premises as were or might appear to be of freehold tenure unto and to the use of the said Thomas Birkbeck, his heirs and assigns and to

hold such parts of the said premises as were or might appear to be of leasehold tenure unto the said Thomas Birkbeck, his executors, administrators and assigns for such term or terms of years as were then to come and all the said hereditaments and premises to a proviso or agreement thereafter for redemption of the said premises on payment by the said Thomas Redmayne, his heirs, executors or assigns of the sum of four thousand eight hundred pounds with interest for the same after. **And Whereas** in the schedule to the above executed Indenture is mentioned amongst and together with other hereditaments and premises / Stones Pasture forty one acres and fifteen perches which comprises the premises firstly hereinafter described and assigned or expressed or intended to be so. **And Whereas** the said Thomas Redmayne by his Will bearing date the twentieth day of February one thousand eight hundred and sixty two and duly attested, appointed his son Henry Redmayne and the said Joseph Stubbs and John Mariner Redmayne, executors or trustees thereof, and after making certain specific bequests of personal property the said Testator bequeathed to his daughter the said Jane Sedgwick the sum of one thousand pounds to be paid to her at the end of twelve months after his decease, and he bequeathed to the said Henry Redmayne, Joseph Stubbs and John Mariner Redmayne the sum of ten thousand pounds to be held upon the trusts and for the purposes therein expressed for the benefit of his daughter Mary Redmayne now the said Mary Sedgwick. And the said testator devised all the real and leasehold estates of or to which he should at his decease be seized, possessed or entitled to the said Henry Redmayne, Joseph Stubbs and John Mariner Redmayne, their heirs, executors, administrators and assigns respectively upon Trust by selling or mortgaging the same or a competent part or parts thereof to raise in aid of his personal Estate so much money as should be requisite to satisfy his funeral and testamentary expenses and debts and the several pecuniary legacies thereinbefore bequeathed together with the expenses of executing the Trust now in recital, and to apply to be so raised accordingly. And subject thereto In Trust for his son Henry Redmayne, his heirs, administrators and assigns absolutely. **And Whereas** the said Thomas Redmayne the testator died on the twentieth day of February one thousand six hundred and sixty two without having revoked or altered the said Will was proved by the said Joseph Stubbs and John Mariner Redmayne alone on the twenty sixth day of March following, and by the said Henry Redmayne on the eighteenth day of November also following, in the Wakefield District Registry of Her Majesty's Court of Probate. **And Whereas** all the debts and funerary and testamentary expenses of the said Thomas Redmayne the testator and also the legacies given by his said Will including the said legacy of one thousand pounds thereby given to the said Jane Sedgwick were paid and satisfied shortly after the decease of the said testator and the said Joseph Stubbs and John Mariner Redmayne from and out of the personal estate of the said testator retained the sum of ten thousand pounds and invested the same as directed by the said Will and they now hold the said sum of ten thousand pounds and the investments thereof in Trust for the said Mary Sedgwick as directed by the said testator's Will, all which the said Joseph Stubbs, John Mariner Redmayne and Mary Sedgwick do hereby respectively admit and acknowledge as is testified by their severally sealing and delivering these Presents. **And Whereas** the said Henry Redmayne died on the thirteenth day of March last intestate and without having been married leaving the said Mary Sedgwick his only sister of the whole blood and the said Jane Sedgwick his sister of the half blood his only next of kin him surviving. **And Whereas** Letters of Administration of the personal estate and effects of the said Henry Redmayne deceased were on the eighteenth day of July last granted to the said Jane and Mary Sedgwick by the Wakefield District Registry of Her Majesty's Court of Probate. **And Whereas** all succession

duty as well as all the (.....) legacy payable in consequence of the respective deceases of the said Thomas Redmayne the testator and of his son the said Henry Redmayne have been fully discharged and satisfied. **And Whereas** by Indenture bearing date the twentieth day of October last made between George Stansfield formerly of Burnley in the County of Lancaster banker, but now of Settle in the West Riding of the County of York Gentleman, and William Wakefield of Becklands in the County of Westmorland Banker of the first part, the said Joseph Stubbs and John Marriner Redmayne of the second part, the said Leonard William Sedgwick of the third part, the said Jane Sedgwick of the fourth part, the said James Sedgwick of the fifth part, the said Mary Sedgwick of the sixth part, and the said Henry Hawkesley Capes of the seventh part. After writing therein that the same Thomas Birkbeck by his Will dated the twenty eighth day of August one thousand eight hundred and fifty eight appointed the said George Stansfield and William Wakefield Trustees and executors thereof and gave and devised unto them their heirs, executors, administrators and assigns all such real and personal estate as might be vested in the said testator at his decease upon any trust or by way of mortgage. And also reciting a codicil to the said Will which did not affect the disposition of trust and mortgaged estates contained in the said Will. And also reciting the said Probate of the said Will and codicil in the Principal Registry on the second day of May one thousand eight hundred and sixty three by both the said Executors. It was and is by the said Indenture now in recital witnessed and in consideration of four thousand eight hundred pounds therein expressed to be paid to the said George Stansfield and William Wakefield by the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife in full satisfaction of all principal monies and interest secured by the therein and said hereinbefore recited Indenture of mortgage of the eighteenth day of January one thousand eight hundred and fifty nine, and for the other considerations therein mentioned the said George Stansfield and William Wakefield with the privity and consent of the said Leonard William Sedgwick and James Sedgwick did also grant, release, convey, assign and confirm unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns the said mansion house, messuages, tenements, closes or parcels of land and other hereditaments and premises comprised in and assured by the aforesaid Indenture of mortgage with the appurtenancies to hold such parts of the said hereditaments and premises as were or might be of freehold tenure unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns to the use therein mentioned. And to hold such part of the said premises as were or might appear to be of leasehold tenure unto the said Henry Hawkesley Capes, his heirs, executors, administrators and assigns for all such terms of years as were then to come and unexpired therein. In Trust nevertheless for the said Jane Sedgwick and Mary Sedgwick and their respective executors, administrators and assigns in equal shares as Tenants in Common, and freed and discharged from all principal monies and interest secured or intended to be secured by the hereinbefore recited Indenture of mortgage and all claims and demands on account thereof respectively. **And Whereas** the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife caused all the messuages, lands and tenements hereinbefore mentioned and comprised in the said in part recited Indentures of the eighteenth day of January one thousand eight hundred and fifty nine and the twentieth day of October last to be put up for sale by public auction at the Golden Lion in Settle on Tuesday the second day of June last in several lots, and according to certain printed particulars there exhibited, and the said Christopher Brown being at such sale the highest bidder for Lots 18 and 19 which comprised the closes of land, cattlegaits or sheepgaits and premises hereinbefore also hereinafter particularly

mentioned was declared the purchaser thereof respectively at or for sums amounting together to eight hundred pounds. **Now this Indenture witnesseth** that for carrying the said contract for sale and purchase into effect and in consideration of the sum of **eight hundred pounds** sterling to the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife paid in equal moieties by the said Christopher Brown at or before the execution of these Presents the receipt of which said sum of eight hundred pounds the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife do hereby and by the receipt hereupon endorsed respectively admit and acknowledge and of and from the same do foe ever acquit, release and discharge the said Christopher Brown, his heirs, executors, administrators and assigns and also in consideration of ten shillings by the said Christopher Brown to the said Henry Hawkesley Capes in like manner paid the receipt whereof is hereby acknowledged. The said Henry Hawkesley Capes at the request and by the direction of the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife testified by their respectively sealing and delivering their Indenture doth by these presents grant, assign and transfer and the said Leonard William Sedgwick and Jane his wife and the said James Sedgwick and Mary his wife Do and every and each of them Doth by these Presents grant, assign and confirm unto the said Christopher Brown, his heirs, executors, administrators and assigns **Firstly all that** close, enclosure, piece or parcel of land called "Stone Close" situate in the Township of Langcliffe within the Parish of Giggleswick aforesaid containing in statute measure forty one acres and fifteen perches which said close is now or was late in the occupation of one Benjamin Heseltine and is numbered 272 on the Tithe apportionment map of the said Parish of Giggleswick and is delineated with the external boundaries thereof particularly represented on the map or plan thereof drawn in the margin of the second skin of those Presents and edged pink. **And secondly all those** eight and a half cattlegaits or thirty four sheepgaits or liberty for eight full grown cattle and a beast for a limited time for the full gait according to the custom of stinting or liberty for thirty four full grown sheep to go, graze, feed, lie and depasture in, upon, and throughout all that stinted pasture called the "Great Moor Head" situate in the Township of Stainforth within the parish of Giggleswick aforesaid. **And all other** the right, share and interest of them the said Henry Hawkesley Capes, Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife, or any of them, of in or upon the said stinted pasture and the ground and soil thereof **Together** with all and singular buildings and roads, ways, waters, watercourses, ditches, drains, mines, trees, underwood, commons, fences, mounds, liberties, easements, profits, privileges and appurtenancies whatsoever to the close of land, cattlegaits or sheepgaits and other the premises hereinbefore described or mentioned and hereby assigned or expressed or intended so to be, or any of them, or any part thereof respectively belonging and appertaining or therewith respectively usually held, used, occupied or enjoyed or reputed, deemed, taken, or known as parcel of member thereof respectively. **And all** the estate, right, Tithe, Interest, property, claim and demand whatsoever both at law and in equity of the said Henry Hawkesley Capes, Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife respectively in, to, of or upon the same **To have and to hold** the close of land, cattlegaits or sheepgaits and all other the premises hereinbefore mentioned and assigned or expressed so to be with their appurtenancies unto the said Christopher Brown, his executors, administrators and assigns for and during all the residue and remainder now to come and unexpired of the term or terms of years for which the same are respectively holden. **And** the said Henry Hawkesley Capes doth hereby for himself, his heirs, executors and administrators

covenant and declare with and to the said Christopher Brown, his executors, administrators and assigns that he the said Henry Hawkesley Capes hath not at any time heretofore made, done or executed, permitted, suffered, or been party or privy to any act, deed, matter, or thing whatsoever whereby or by reason whereof the said close of land, cattlegaits or sheepgaits and premises hereinbefore mentioned and hereby granted and assigned or expressed and intended so to be, or any part thereof are, is, can, shall or may be impeached, charged, assigned, surrendered, forfeited, affected or incumbered in Tithe, estate, or otherwise howsoever. **And** the said Leonard William Sedgwick for himself, his heirs, executors and administrators, and for the sole future enjoyment, freedom from incumbrances and for the further assurance of one moiety of the said premises hereinbefore described or mentioned and hereby granted and assigned or expressed so to be but not further or otherwise. **Do hereby severally covenant** and agree with the said Christopher Brown, his executors, administrators and assigns in manner following, that is to say, that for and notwithstanding any act, deed, matter or thing whatsoever by the said several persons, parties hereto of the second and third parts respectively or by any person or persons lawfully or equitably claiming or to claim from, through, under or in trust for them respectively or from, through or under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased made, done, permitted or suffered they the said Leonard William Sedgwick and Jane his wife, and James Sedgwick and Mary his wife, together with the said Henry Hawkesley Capes or some or one of them now at the time of the sealing and delivery of these Presents leave or hath in themselves, himself or herself good right, full power and absolute authority by these Presents to grant and assign the said premises hereinbefore described and mentioned and expressed and intended to be hereby granted and assigned with the appurtenancies unto the said Christopher Brown, his executors, administrators and assigns in manner aforesaid according to the true intent and meaning of these Presents **And** that the said Christopher Brown, his executors, administrators and assigns shall and lawfully may at all times hereafter peacefully and quietly enter into, hold, posses, use, occupy and enjoy the aforesaid premises with the appurtenancies and receive and take the rents, issues and profits thereof to and for his and their own use and benefit without any molestation, suit, hindrance or demand from or by the said Leonard William Sedgwick and Jane his wife, or from or by the said James Sedgwick and Mary his wife or their respective executors or administrators or any person or persons lawfully or equitably claiming or to claim any estate, right, title or interest in, to or out of the same premises or any part thereof from, through, under or in Trust for them or any of them, or from, through or under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased. **And that** free and clear and fully and clearly acquitted, exonerated and discharged or otherwise by the said Leonard William Sedgwick and Jane his wife or their respective executors or administrators well and effectually saved, defended, kept harmless and indemnified from and against all leases, mortgages, estates, rights, titles, judgements, charges and incumbrances whatsoever made, done, occasioned, induced or suffered by the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife or by any of them or by the said Thomas Redmayne deceased or by the said Henry Redmayne also deceased or by any person or persons lawfully or equitably claiming or to claim from, through, under or in trust for them or any of them or by, through, or with their or any of their act, means, default, privy or procurement. **And moreover** that the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife and their respective executors and administrators and all and every other persons and person lawfully or equitably claiming or to claim any estate, title, trust or interest in, to or out of the said premises expressed and intended

to be hereby granted and assigned or any part thereof from, through, under or in trust for them respectively or any of them, or from, through and under the said Thomas Redmayne deceased or the said Henry Redmayne also deceased shall and will at all times hereafter at every reasonable request and at the expense of said Christopher Brown, his executors, administrators or assigns make, do and execute and perfect all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments and assurances in the law whatsoever for the further, better, more perfectly and absolutely or satisfactorily granting, surveying, assigning, assuring and confirming of the aforesaid premises with the appurtenancies unto the said Christopher Brown, his executors and administrators in manner aforesaid or otherwise according to his or their direction or appointment as by the said Christopher Brown, his executors, administrators and assigns or his or their counsel in the Law shall be reasonably devised, advised and required. **In Witness** whereof the said parties to these Presents have hereunto set their Hands and Seals the day and year first hereinbefore written.

(Signed H.H. Capes	James Sedgwick	Joseph Stubbs
L.W.Sedgwick	Mary Sedgwick	J.M.Redmayne
Jane Sedgwick		Christopher Brown)

A Meml was registered at Wakefield the eighteenth of November 1865 at three in the afternoon in Book 616 Page 257, No.269.

(Signed the Registrar)

Memorandum that Mosley Dawson a purchaser of the gaitis comprised in the within deed holds an acknowledgement of right to production and delivery of copies of the same deed from Charles Ingleby and William Thomas Sharp. Dated this thirty first day of December 1887.

Document 112

Dated 6th Nov^r 1868

Mr Marmaduke Armitstead

To

Christopher Brown Esq^u

Deed of Covenant for production of Title Deeds relating to Premises situate in the Townships of Langcliffe and Stainforth in the West Riding of the County of York

Wm Hartley
Settle

This Indenture is made the sixth day of November one thousand eight hundred and sixty eight **Between** Marmaduke Armitstead of Stainforth under Bargh in the parish of Giggleswick in the West Riding of the County of York Gentleman of the one part and Christopher Brown of Stainforth aforesaid Esquire of the other part **Whereas** by Indenture bearing even date with these Presents and made between Henry Hawkesley Capes of Knaresborough in the said West Riding of the County of York Gentleman of the first part, Leonard William Sedgwick of Number 2 Gloucester Terrace, Hyde Park in the County of Middlesex, Doctor of Medicine and Jane Sedgwick his wife of the second part, James Sedgwick of Boroughbridge in the said Riding surgeon and Mary Sedgwick his wife of the third part, Joseph Stubbs of Boroughbridge aforesaid wine merchant, and John Marriner Redmayne formerly of Tynemouth in the County of Northumberland, Manufacturer, but now of Saltwell Dene in the County of Durham of the fourth part, and the said Christopher Brown of the fifth part. A Close of land called Stones Close situate in the Township of Langcliffe within the parish of Giggleswick aforesaid And also eight and a half cattle gaits or thirty four sheep gaits on a certain stinted pasture called Great Moor Head situate in the Township of Stainforth within the parish of Giggleswick aforesaid with the rights, members and appurtenancies thereof (being Lots 18 and 19 of certain Estates belonging to the said Leonard William Sedgwick and Jane his wife and James Sedgwick and Mary his wife put up for sale by public auction at the Golden Lion Hotel in Settle in the said West Riding on Tuesday the second of June one thousand eight hundred and sixty eight) were assigned unto the said Christopher Brown, his executors, administrators and assigns for and during all the residue, and remainder then to come and unexpired of the term or terms of years for which the same were respectively holden **And whereas** at the sale by public auction hereinbefore referred to, one of the conditions of the said sale was that all such deeds and muniments of Title in the possession of the vendors as related to more of the several Lots sold at the said Sale than one should be delivered up to the purchaser of the Lot of the greatest value upon such purchaser entering into the usual covenants for the production thereof to the purchaser of the other Lot to which such deeds and muniments related **And whereas** the said Marmaduke Armitstead was the purchaser at such Sale of the Lot of the greatest value and accordingly the Title Deeds mentioned and specified in the schedule hereunder written, and which relate also to the Tenements and Premises comprised in the hereinbefore recited Indenture have been delivered to him pursuant to the said condition of sale. **Now this**

Indenture witnesseth: that in conforming with the said recited condition of sale and I consideration of the premises he the said Marmaduke Armitstead doth hereby for himself, his heirs, Executors and administrators covenenat, promise and agree with and to the said Christopher Brown, his executors, administrators and assigns That he the said Marmaduke Armitstead, his heirs, executors, administrators or assigns or some or one of them shall and will (unless prevented by fire or other inevitable accident) from time to time and at all times hereafter upon every reasonable request, and at the proper costs and charges of the said Christopher Brown, his executors, administrators or assigns or any of them produce and shew forth or cause or procure to be produced and shewn forth to the said Christopher Brown, his executors, administrators or assigns, or to such person or persons as he or they shall direct at any trial, hearing or examination in nay Court of Law or Equity or other Indicature or upon the execution of any Commission in England as occasion shall require the several Deeds, Evidences and writings mentioned and specified in the Schedule hereunder written, and Every or any of them, and deliver or cause to be delivered unto the said Christopher Brown, his executors, administrators or assigns, or to whom he or they shall direct true and attested copies or true copies unattested, or abstracts of or abstracts from all and every or any of the said deeds, evidences and writings for the manifestation of, support and defence of the Title of the said Christopher Brown, his executors, administrators or assigns, or any of them to the aforesaid Tenements and Premises by the said Indenture of even date assigned or transferred, or any part thereof. And also shall and will in the meantime keep and preserve the same deeds, evidences and writings safe, whole, uncanceled and undefaced (damage by fire or other inevitable accident only accepted). In witness whereof the said Parties to these Presents have hereunto set their Hands and seals the day and year first herein written.

The Schedule referred to -----

1818 January 26th Indenture made between Ann Redmayne widow and relict of Richard Redmayne, Thomas Redmayne and Thomas Stackhouse, the Devises in Trust and executors of the said Richard Redmayne of the one part and and Richard Redmayne, eldest son and heir at law and also Devisee under the said Will of the said Richard Redmayne of the other part.

1799 April 20th Probate copy of the Will of Richard Redmayne of Stainforth under Bargh aforesaid yeoman of this date.

1800 April 25th. Burial Certificate in the Parish of Giggleswick of Giles, son of the said Richard Redmayne, infant.

1801 September 3rd Burial Certificate in the Parish of Giggleswick of Ellen, Daughter of the said Richard Redmayne, aged six years.

1824 August 11th Burial Certificate of Richard Redmayne (of Austwick) in the Parish of Giggleswick.

1825 May 28th Administration granted by the Exchequer and Prerogative Court of York to Ann Redmayne, widow of the effects of Richard Redmayne her son.

1828 October 25th Residuary account passed with Government under the above Administration.

same date Legacy Receipt of Thomas Redmayne for moiety of residue under the above Administration.

1830 September 3rd Administration granted by the Exchequer and Prerogative Court of York to Thomas Redmayne of the Effects of Ann Redmayne, his mother.

1830 December 18th Residuary account passed with Government under last Administration.

1831 April 16th Indenture made between Thomas Redmayne of the first part, Jane Brown spinster of the second part, and Thomas Ingleby the elder and Richard Clapham of the third part.

1859 January 18th Indenture of this date made between the said Thomas Redmayne of the one part and Thomas Birkbeck of the other part.

1859 January 18th Declaration of the said Thomas Redmayne of this date.

1862 December 31st Indenture made between George Hartley and William Hartley of the first part, Leonard William Sedgwick and Jane his wife of the second part, Henry Redmayne of the third part, and the said Henry Redmayne, Joseph Stubbs and John Marriner Redmayne of the fourth part.

1868 October 20th Indenture made between George Stansfeld and William Wakefield of the first part, Joseph Stubbs and John Marriner Redmayne of the second part, Leonard William Sedgwick of the third part, Jane Sedgwick of the fourth part, James Sedgwick of the fifth part, Mary Sedgwick of the sixth part, and Henry Hawkesley Capes of the seventh part.

(Signed with the seal of Marmaduke Armitstead)

Signed, sealed and delivered by the written named Marmaduke Armitstead in the presence of William Hartley (signed) (and by two other illegible signatories).

Memorandum that Mosley Dawson, a purchaser of premises to which the within deed relates, hold (*sic*) an acknowledgment of right to production and delivery of copies of the same deed from Christopher Ingleby and William Thomas Sharp dated this thirty first day of December 1887.

Document 113

COUNTY OF York Christopher Brown

CERTIFICATE OF THE CONTRACT FOR THE REDEMPTION OF LAND-TAX NO.42
662 21 August 1869

Duly registered the 21st day of August 1869, and Exonerated from the 25th day of March 1869.

(Signed) ????? Registrar

Inland Revenue Office

Know all Men That We,

Henry Roberts Esquire and Sir Alexander Duff Gordon, Baronet, and agreed with Christopher Brown of Stainforth in the parish of Giggleswick in the County of York, Gentleman, for the Redemption by him of Six shillings and nine pence halfpenny Land-Tax, being the Land-Tax charged upon A Close of land called "Stones Close" containing 41a 0r 5p and numbered 272 on the Tithe Plan of the Township of Langcliffe lately purchased by him from the Heirs of the late Henry Redmayne.

Which said Premises are assessed in the Assessment made for the Township of Langcliffe in the Division of Staincliffe West in the County of York for the year 1868, as follows, viz:-

Rentals	Names of Proprietors	Names of Occupiers	Names or description of Estates or Property	Sums assessed and not exonerated
16.6.0	Redmayne Henry	Hesleton	Land	6s. 9½d

Date of Payment of the Consideration	Price of Stocks at which the consideration is calculated	Amount of Money paid	Name of the Receiving Officer
1869 April 24	91-92	9 8 3¼	John Borth Lancaster

Document 124

A memorial to the within written Deed was Registered at Wakefield the Tenth day of March Seventeen Hundred Thirty Four at Eight in the morning In Book marked or called GG. Page 409. and Number 571.

(Signed) Deputy Register

Mortgage Indenture

This Indenture made the Twentieth day of February in the year of our Lord One thousand seven hundred thirty and four **Between** Edmund Sanders of Stainforth under Bargh in the parish of Giggleswick and County of York Linnen weaver on the one part and Abigal Burkley now of the City of Dublin in the Kingdom of Ireland Widdow on the other part. **Whereas** Wm Harrison by Indenture of Leave duly executed, bearing date the Twenty second day of November in the thirty third year of the Reign of our late Sovereign Lady Elizabeth demised the messuages and lands, tenements and heridataments herein after mentioned unto Robert Lakeland then of the said Stainforth. **To hold** to him, his Executors and Admirators for the term of nine hundred ninety and five years **And whereas** the said Edmund Sanders by Divers means, conveyances, lawfull Acts and assurances is now become legally possessed of and interested in the remainder of the said term of and in the said premises of otherwise suffitiently Intituled thereto and hath to assign over the same unto the said Abigal Burkley, her executors, admirators and assigns for securing to her and from the repayment of two hundred pounds and Interest which she hath at the Justance and Request of the said Edmund Sanders this day advanced and paid to him. **Now this Indenture witnesseth** that in pursuance of the said Agreement and in Consideration of the said sum of Two hundred pounds of Lawfull money of Great Britain to him the said Edmund Sanders in hand well and truly paid by the said Abigal Burkley before the execution hereof the receipt whereof is hereby acknowledged he the said Edmund sanders **hath** Granted, Assigned, Transferred, Sett over and Confirmed and by these presents **Doth** Grant, Assign, Transfer, Sett over and Confirm unto the said Abigal Burkley, her executors, admirators and assigns **All** that messuage and tenement situate in Stainforth under Bargh aforesaid wherein Henry Moorehouse now lives and all that Mault Kill with all flats, floors and other appurtenances thereunto belonging and apportioning, and all that part of one Garth or Garden commonly called the Lower Garth as the same is now Meared, Marked and Sett forth lying at the Town End of Stainforth aforesaid, the other part thereof bekonging to James Iveson of the same town, and also all that Close or Inclosure of arable, meadow or pasture there commonly called the Mill Close containing by estimation five acres be it more or less, and all that parcel of woody ground called the Water Brow adjoining on the west side thereof the other Close arable or meadow ground called Redings by estimation one acre be it more or less, and all those severall closes or parcels of arablemeadow or pasture ground adjoining one unto another and called by the severall names of Whitbeck and Whitbeck lands, The Over Close, The Over Close Head, and the Brow containing all together about Eight acres be they more or less, and other Close or Inclosure of pasture ground called The Park, and also all those beast gates or Cattlegates or herbage, grassing and pasturing for five made Beasts in that pasture ground there commonly called Catrigg and Two Beastgates and an half or herbage and grassing for Two made beasts and half a Beastgate in that pasture ground there commonly called The Far Moorhead, and the ground and soyle to the said severall Beast gates or

Cattlegates belonging and appertaining Together with all and singular Houses, Outhouses, Edifices, Barns, Buildings, Stables, Orchards, Gardens, Yards, Barkside, Crofts, Curtiledges, Ways, Waists, Waters, Watercourses, hedges, ditches, fences, trees, woods, underwoods, commons, common of pasture and Turbary, easements, rights, libertys, profits, priviledges, advantages, heridataments and appertances w.soever to the same or any wise of right appertaining, and all the estate, right, tythe, term of years, Interest, property, Claim and demand whatsoever of him the said Edmund sanders of, in and to the same or any part thereof **To have and to hold** the said messuage, tenement, Kill, lands, Cattlegates, heridataments and all and singular other the premes herein or in the said in part recited lease mentioned or intended to be hereby assigned with their and every of their appertenances unto her the said Abigal Burkley, her Executors, Admirators and assigns from the day of the date hereof for and during all the rest, residue and remainder of the said term of nine hundred ninety and five years which are yet to come and unexpired and until the same be fully compleat, ended and determined **Yielding** and paying the Chief rents and services from henceforth to grow, due and payable to the Lord or Lords of the Fee in respect of their Seignory and all ,other rents hereafter to become due and payable in respect of the same **provided** always, and these presents are upon this condition nevertheless that if the said Edmund Sanders, his heirs, Executors or admirators or any of them shall and do well and truly pay or cause to be paid unto the said Abigal Burkley, her Executors, admirators or assigns the sum of Two hundred pounds of Lawfull money of Great Britain with lawfull consideration for the same on the second x day of February next ensuing, the date hereof, without making or demanding any Deduction or Abatement for or out of the same or any part thereof for or by reason of any matter or thing whatsoever then the present Indenture and the residue of the term hereby assigned, and every thing herein contained shall lease, determine and be utterly void to all Intents and purposes any the said Abigal Burkley, her executors, admirators and assigns by these presents in manner and form following, that is to say that he the said Edmund sanders, his heirs, executors or admirators or some of them shall and will well and truly pay or cause to be apid unto the said Abigal Burkley, her executors, admirators or assigns the said sum of Two hundred pounds Lawfull money of Great Britain with lawfull Consideration for the same on the said second xx day of February next ensueing this date thereof without making or demanding any Deduction or Abatement for or out of the same or any part thereof for or by reason of any matter or thing w.soever according to the time, Intent and meaning of the above written proviso on Condition and in full Discharge of the same **And** that he the said Edmund Sanders hath not done, remitted or suffered any Act, matter or thing w.soever whereby or by reason or means whereof the said premes or any part thereof are, is or may be Charged, Impeached or Incumbered in Tythe, charge, estate or otherwise howsoever, **And** lastly that he the said Edmund Sanders and his heirs and all and every other person and persons w.soever having or claiming or to Claim any estate, right, title, term or Interest of, in to or out of the said premes or any part of thereof shall hereafter during the remainder of the said term make, do, levy, execute and suffer or cause and promise to be made, done, levied, executed and suffered at the request of the said Abigal Burkley and at the Costs and Charges in the Law of the said Edmund Sanders, his Executors, admirators and assigns all and every such further and other lawfull and reasonable Acts, things, Conveyances and Assourances in the Law w.soever for the further better and more perfect assouring, assigning and confirming the said premes and the remainder of the said term unto the said Abigal Burkley, her executors, admirators or assigns as by her, them or any of them, her, their or any of their Councill learned in the Law shall be reasonably advised, devised or

required. **In Witness** whereof the said partys to these presents have Interchangeably sett their hands and seals the day and year first above written.

Sealed and delivered being first
duly stampt in the presence of
Geo. Foxcroft
Wm Turner Carus
Tho Nicholson

Signed
(Edmund Saunders *sic*)

(The same three men witnessed Saunder's signature of his receipt form the £200 from Abigal Burkley as mortgage on the various properties mentioned. There is also the signature of Geo. Foxcroft receiving repayment of the £200 with interest of £19.10.0 on 29th January 1736, witnessed by Ed. Lawson.)