

Lancashire County Record Office RCHY/2/2/125

Catterall to Knipe 1610

Transcribed by M. J. Slater, December 2021.

Summary

In 1610, John Catterall, for the sum of £200, leases New Hall for 10 years to Samuel Knype of Fairbank, with associated buildings and grounds. Samuel Knype is to pay one peppercorn rent annually if demanded. Conditions are very carefully stated with respect to keeping the estate in good repair and inspection by independent friends at the end of the term of the lease.

The indenture is evidence in part of a court case in 1617 in which John Catterall accuses Samuel Knype of some matter (document not found).

This is John Catterall III bp 1553 who first married Ann Pacock who died in 1599/1600, then Judith Burton in 1603, who died in 1623.

Samuel Knype is presumably letting New Hall back to John Catterall as tenant paying rent to Samuel Knype since John Catterall is thought to have debts outstanding and needed capital sums of money. John Catterall is still in New Hall in 1612. In 1628 a lease states that John Catterall was in occupation of New Hall, lately deceased (bd 1623/4).

Side 1

Sealed and delivered in
the presence of us
Thos.
Anthonie R...
Will: Lawsonn

John Catterall Lease of Newhall
per 10 yeares to Sam: knipe Dated
ye 30th: of Aug 1610

35

Gigleswicke in Craven Ebor xxj^o ...
January Anno domini 1617
Inter Johem Catterall quer...
et
Samuelem knipe defend...

... testes ex parte defendentes so...
scriptu cum exa... ti erant

Side 2

This Indenture made the Thirtieth daie of August in the yeare of the raignes of our soveraigne Lord James by the grace of God kinge of England, Scotland, france and Ireland defender of the faith / etc vizt: of England france and Ireland the Eight, and of Scotland the xliij th **Betweene** John Caterall of New haule within the parish of Giggleswick in the Countie of york Esquier of the one partie, And / Samuell knyfe of Fairbank in the Countie of Westmorland gentleman of the other partie **Witnesseth** That the said John Caterall For and in Consideracon of the Somme of Two hundred poundes / of lawfull English money to him by the said Samuell knyfe before the makinge hereof well and truelie paidd, Whereof and wherewith he doth acknowledge and confess to be fullie satisfyed & paied / and thereof and of everie part thereof doth clearlie acquite and discharge the said Samuell knyfe his heires executors administrators and assignes and everie of theme for ever by these presentes **hath** demysed / granted and to ferme letten, and by these presentes doth demise grant and to ferme lett unto the said Samuell knyfe, all that the Capitall Messuage or tenement with thappurtenances Commonlie called or knowne / by the name of Newhaule scituate and beinge within the parish of Giggleswick in the countie of york aforesaid, And all and singuler houses buildinges barnes stables gardins orchardes yarges and foldes / unto the said Capitall Messuage or tenement belonginge or apperteyninge, And also all those Landes Closes and groundes with thappurtenances hereafter in these presentes particulerlie expressed and mencioned beinge parcell / of or belonginge unto the said Capitall Messuage or tenement, or therewithall used, lyinge and beinge within the said parish of giggleswick (That is to saie) Two Closes of medowe called the Carrs, one close of / medowe and pasture called Ellis close, one close of pasture called the North wooddes, one other close of pasture called Roughthwait, one close of arrable land and pasture called Crossethwait, one other Close / of arrable land and pasture called the Intack, one other Close of arrable land and pasture called kilnethwait, two Closes of pasture called Moorecloses, one close of pasture called litle bank browe, one / Close of arrable land and pasture called litle bank feild, one Close of arrable Land and Medowe called the Corne close, one other close of arrable land and medowe called Wheat close, one parcell of medowe / called hurrell, one parcell of arrable land and medowe called long landes, one other parcell of medowe called hippinge Land, and one Close of pasture called Swyne park, And all and singuler Commons / Commons of pasture and turberie, mores mosses waters wayes easementes and all other profittes Commodities and appurtenances whatsoever unto the said Closes and premisses and everie or anie of theme or anie / part or parcell thereof belonginge or in anie wise apperteyninge, or together with the same nowe or heretofore lawfullie used occupied or enjoyed as part or parcell thereof or belonginge or apperteyninge / thereunto **To have and to holde** the said Capitall Mesuage, Closes and groundes and all other the premisses herein before menconed or intended to be granted and demised and everie / part and parcell thereof with thappurtenances Unto the said Samuell knyfe his Executors and assignes Frome the Feast daie of the Purificacon of the blessed Virgin Marie next to come after / the date of these presentes For and duringe the terme and and space of Tenne yeares then next after, fullie to be compleet finished and ended, yeilding and payinge therefore yearlie duringe / the said terme unto the said John Caterall his

heires and assignes one pepper corne on the first daie of August yearlie if it be lawfullie demanded **and** the said John Caterall / doth Covenant and grant for him his heires executors administrators and assignes and everie of theme to and with the said Samuell knyfe his executors administrators and assignes and everie of theme by these presentes / That he the said John Caterall at the tyme of the makinge of these presentes hath s.... .. good perfect and lawfull interest ... and authoritie to demise and grant the said Capitall Messuage / Closes groundes and premisses and everie part thereof with thappurtenances Unto the said Samuell knyfe his Executors and assignes For and duringe the said terme of Tenne yeares And also that / the said Samuell knyfe his executors administrators and assignes shall and lawfullie maie quietlie and peaceable have holde and enjoy the said Capitall Messuage, Closes and groundes and all other / the premisses herein before menconed to be demysed and everie part and parcell thereof with thappurtenances For and duringe all the said terme of Tenne yeares without lawfull eviction / expulsion eiecon putting furth interrupcon molestacon or disturbance of the said John Caterall his heires or assignes, or anie other person or persons nowe or hereafter haveinge or / lawfullie clayminge anie estate or interest therein by frome or under him, or by anie other lawfull wayes or meanes whatsoever, And acquitted and discharged or well and sufficientlie / saved and kept harmles by the said John Caterall his heires or assignes or some of theme, off and frome all and singuler former bargaynes sales grantes estates interestes rightes tytles / Indentures dowers, titles of dower, Recognizances, statutes merchant and of the staple, iudgmentes Condempnacions execucons extentes, and all other Charges and incumbrances whatsoever / heretofore had made knowledged or suffered, or hereafter to be had made knowledged or suffered by the said John Caterall his heires or assignes or anie of therme, or by anie other person / or persons nowe or hereafter haveinge or clayminge anie estate interest right or title of in or out of the said demised premisses or anie part thereof by reason of anie former act right / or tittle what soever **And** the said John Caterall doth further Covenant and grant for him his heires executors administrators and assignes and everie of theme, to and with the said / Samuel knyfe his executors administrators and assignes by these presentes, That he the said John Caterall and Judith his wyf and his heires and assignes at all tymes and frome / tyme to tyme hereafter duringe the terme and space of three yeares next ensewinge the date hereof upon reasonable request and at the Coste and Charges in lawe of the said / Samuel knyfe his executors or assignes, shall and will do make knowledge and suffer, or cause to be done made knowledged and suffered, all and everie such further lawfull & reasonable / act and actes, devise and devises in lawe, of and upon the said Capitall messuage, Closes groundes and premisses with thappurtenances, For the further better and more perfect assuringe / and suer makinge thereof ... the said Samuel knyfe hisd executors and assignes For and duringe the said terme of Tenne yeares, Be it by matter of Recorde or by matter / in deed with warrantie against all men, or without warrantie, as by the said Samuell his executors or assignes or his or their Counsell learned in the lawe shalbe reasonable / devysed, So that the said John Caterall and his said wif and his heires or assignes or anie of theme shall not be compelled to travell for the doinge thereof furth of the Counties of / york and Lancaster or the Countie of the Cittie of york **And** the said Samuell knyfe doth Covenant and grant for him his executors administrators and assignes to and with / the said John Caterall his heires and assignes by these presentes, That he the said Samuell, his executors and assignes shall and will frome tyme to tyme duringe the said terme repair / mainteyne and upholde the Capitall Messuage and the said houses and buildinges therunto belonginge, and also the hedges ditches and fences belonginge to the said Closes and groundes / with necessarie reparacons, and at the end of the said terme shall leave the same repaired in such manner as he or his assignes did enter therunto

upon the veiw and at / the sight and iudgment of two frendes by theme indifferentlie Chosen
and appointed for that purpose Casualtie of fyer always excepted **In witnes** whereof the parties /
abovesaid to these present Indentures interchangeablie have putt their handes and Sealles the
daie and year first above written 1610

by me John Caterall