

Indenture of four parts. Dated 12th May 1792

Ashby and Mortgagee to Atkinson and Trustee.

Conveyance with an Assignment of a Term to attend the Inheritance. Cons 90£

This Indenture of four Parts made the Twelfth Day of May in the year of our Lord One thousand seven hundred and ninety two Between John Grainge heretofore of Galfay otherwise Galfway but now of Howster House in the Parish of Kirkby Malzeard in the County of York, yeoman, of the first part Thomas Ashby of Belford otherwise Belforth in the same Parish and County, yeoman, of the second part Thomas Atkinson of Belford otherwise Belforth aforesaid, yeoman of the third part and Peter Atkinson of Winklesley in the said County, yeoman, of the fourth part Whereas by an indenture of Mortgage bearing date on or about the fifth Day of April which was in the year of our Lord One thousand seven hundred and seventy and made or mentioned to be made between the said Thomas Ashby and Mary his wife of the one part and the said John Grainge of the other part for the Consideration therein mentioned they the said Thomas Ashby and Mary his wife Did grant bargain and sell unto the said John Grainge his Executors Administrators and Assigns. All that ancient Messuage Tenement or Dwellinghouse with the Barns Stables and Outbuildings situate lying and being within the Town precincts or Territories of Larton otherwise Laverton in the Parish of Kirkby Malzeard aforesaid at a certain place there called Belford otherwise Belforth aforesaid. And all those three Closes of arable meadow or pasture Ground containing together in the whole by Estimation Five acres more or less one of the said Closes lying on the South side of the said Messuage and another of them on the North side thereof and the other Close on the West side of the said Messuage and adjoining thereunto and then in the possession of the said Thomas Ashby his Tenants or Assigns. To hold to the said John Grainge his Executors Administrators and Assigns from the Day next before the Day of the Date of the said Indenture during and for the term of one thousand years Subject nevertheless to a proviso for making void the same on payment by the said Thomas Ashby his Heirs and Assigns to the said John Grainge his Executors, Administrators or Assigns of the sum of One hundred pounds and interest therein mentioned. And whereas the said sum of One hundred pounds remained in the hands of the said Thomas Ashby on the said recited security (all interest for the same having been regularly paid off) till on or about the twelfth Day of May which was in the year of our Lord One thousand seven hundred and eighty nine on which Day the said John Grainge Did by an Indorsement duly made signed and attested on the Back of the said recited Indenture acknowledged to have received from the said Thomas Ashby the sum of One hundred pounds being the whole principal Money lent and then remaining due on the said recited Security All interest being satisfied as aforesaid and did thereby did undertake and promise to assign transfer and convey the said Mortgaged Premises to the said Thomas Ashby his Heirs and Assigns or as he or they should direct when thereunto requested And whereas by Virtue of an Act of Parliament made and passed in the Twenty ninth year of the Reign of his present Majesty intituled "An Act for Inclosing certain Moors Commons or Waste Grounds in the Parish of Kirkby Malzeard in the County of York" The Allotment piece or parcel of Ground hereinafter granted and released along with some other Allotments was by the Commissioners in the said Act appointed allotted and awarded to the said Thomas Ashby in Right of the said Mortgaged premises or some part thereof. And whereas the said Thomas Atkinson hath lately contracted and agreed with the said Thomas Ashby for the absolute purchase fee simple and Inheritance of the allotment piece or parcel of Ground hereinafter particularly described and hereinbefore mentioned to have been awarded as aforesaid for the price or Sum of Ninety pounds and the said John Grainge hath agreed to assign over the said Term unto the said Peter Atkinson, his Executors

Administrators and Assigns In Trust for the said Thomas Atkinson his Heirs and Assigns as hereinafter is mentioned in order to make a good Conveyance of the same. Now this Indenture Witnesseth that for and in consideration of the said sum of Ninety pounds of lawful Money of Great Britain to the Thomas Ashby in hand well and truly paid by the said Thomas Atkinson at or before the Ensealing and Delivery of these presents The Receipt whereof is hereby acknowledged. He the said Thomas Ashby Hath granted bargained sold released confirmed and by these presence Doth grant bargain sell release and confirm unto the said Thomas Atkinson in his actual possession now being by Virtue of a Bargain and Sale to him thereof made by the said John Grainge and Thomas Ashby for one whole year in Consideration of five shillings by Indenture bearing date and actually executed the Day next before the Day of the Date hereof and by force of the Statute in that Case made for transferring Uses into possession his Heirs and Assigns. All that the said Thomas Ashby's Allotment situate lying and being on the East side of a certain Road leading from a place called Lady Hill to Pateley Bridge and adjoining to John Atkinson's Allotment on or towards the North to George Wood's Allotment on or towards the East and to the said Road on or towards the South and West containing by Estimation seven Acres and a half more or less and now in the Occupation of the said Thomas Ashby his Tenants or Assigns Together with all and singular Outhouses Edifices Buildings Walls Fences Ditches Ways Waters Water courses Wood Underwood and Trees Commons Common Right profits privileges Advantages Rights Members and Appurtenances whatsoever to the said Allotment piece or parcel of Ground Hereditaments and premises hereby mentioned and intended to be granted and released belonging or in anywise appertaining or thereto with all usually used occupied possessed or enjoyed or accepted reputed deemed taken of known to be part parcel or Member thereof excepting and always reserving to the said Thomas Ashby his Heirs and Assigns and his and their Tenant and Tenants free liberty of a way or passage to go pass and repass into through and out of the said hereby granted and released allotment piece or parcel of Ground to come at a certain Spring or Well of Water therein and suffer? the spring to run in to present Course into another Allotment belonging to the said Thomas Ashby for ever hereafter and on all reasonable Occasions And the Reversion and Reversions and Remainder and Remainders Rents Issues and profits thereof and of every part and parcel thereof. And also all the Estate Right Title Interest Property Claim and Demand whatsoever both in Law and Equity of them the said John Grainge and Thomas Ashby or either of them of in and to the said Allotment piece or parcel of Ground Hereditaments and premises above mentioned and intended to be hereby granted and released with the Appurtenances or any part thereof (except as aforesaid). And also true Copies of all Deeds Evidences and Writings as relate to the title of the said Hereditaments and premises in Right of which the said Allotment piece or parcel of Ground was allotted and divided with Copies to be made and written at the Expense of the said Thomas Atkinson his Heirs and Assigns. To have and to hold the said Allotment piece or parcel of Ground Hereditaments and premises above mentioned and intended to be hereby granted and released with all and singular the Appurtenances unto the said Thomas Atkinson his heirs and assigns. To and for the only proper use and behoof of the said Thomas Atkinson his Heirs and Assigns for ever and to and for no other use intent or purpose whatsoever. And the said Thomas Ashby doth hereby for himself his Heirs Executors and Administrators covenant promise grant and agree to and with the said Thomas Atkinson his Heirs and Assigns in manner following, that is to say, that he the said Thomas Ashby at the time of the Ensealing and Delivery of these presence is and standeth lawfully and rightfully seized in his Demesne as of fee of and in the said Allotment piece or parcel of Ground Hereditaments and premises hereby granted and released of a good sure lawful absolute indefeazible Estate of inheritance in fee simple to him and his Heirs without any Reversion Remainder Limitation pieces of Revocation use or uses or any other matter restraint or thing whatsoever to alter charge revoke make void or determine the same Estate (except

the said hereinbefore recited Indenture of Mortgage). And that he the said Thomas Ashby hath in himself good right full power and lawful and absolute Authority to grant and convey the said Hereditaments premises above mentioned and intended to be conveyed with their Appurtenances unto the said Thomas Atkinson his Heirs and Assigns for ever in manner aforesaid. And Further that it shall or may be lawful to and for the said Thomas Atkinson his Heirs and Assigns from time to time and at all times for ever hereafter peaceably and quietly to enter into have hold occupy possess and enjoy the said hereditaments and premises with their and every of their appurtenances hereby conveyed and released and to receive and take the Rents Issues and Profits thereof to and for his and their own use and benefit without the lawful Let Suit Trouble Denial Ejection or Interruption of or by the said Thomas Ashby and Mary his wife their his or her Heirs or Assigns or of or by any other person or persons lawfully claiming or to claim any Estate Right Title or Interest of in to or out of the said allotment piece or parcel of Ground Hereditaments and premises or any part thereof. And that free and clear and freely and clearly acquitted exonerated and discharged of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Jointures Dowers (and in particular the Dower or Thirds at Common Law of Mary the wife of him the said Thomas Ashby) Uses Wills Intails Statutes Judgments Extents Executions Debts and Demands whatsoever and of and from all other Incumbrances whatsoever had made done committed or suffered by the said Thomas Ashby and Mary his Wife their his or her Heirs or Assigns or by any other person or persons whatsoever claiming or to claim by from or under or in trust for him her them or any of them (except as aforesaid) And Moreover that they the said Thomas Ashby and Mary his Wife his and her Heirs and all and every other person or persons having or lawfully claiming who shall or may have or lawfully claim any Estate Right Title or Interest either at Law or Equity of in to or out of the said allotment piece or parcel of Ground Hereditaments and premises granted and released or mentioned and intended so to be shall and will from time to time and at all times hereafter upon every reasonable Request and at the proper Costs and Charges in the Law of him the said Thomas Atkinson his Heirs or Assigns make do acknowledge levy suffer and execute or cause or procure to be made done acknowledged levied suffered and executed all and every such further and other lawful and reasonable Act and Acts Thing and Things Devices Conveyances and Assurances in the Law whatsoever for the further better Heirs and Assigns for ever in such manner and form as his and their Council learned in the Law shall reasonably advise devise or require. And this Indenture further Witnesseth that the said John Grainge as well in consideration of having been paid off and discharged all principal Money and Interest due to him on the herein above recited Indenture of Mortgage as for and in consideration of the further sum of five shillings of lawful Money of Great Britain to him in hand paid by the said Peter Atkinson at or before the execution of these presence (The Receipt whereof is hereby acknowledged he the said John Grainge) at the request and by the Direction and Appointment of the said Thomas Ashby testified by his being a party to and executing these presence Hath bargained sold assigned and set over and by these presence Doth (at the Domination of the said Thomas Atkinson bargain sell assign and set over unto the said Peter Atkinson his Executors Administrators and Assigns All that the said allotment piece or parcel of Ground Hereditaments and premises hereinbefore granted and conveyed to the said Thomas Atkinson his Heirs and Assigns by the said Thomas Ashby or mentioned and intended so to be with the Appurtenances. And also all the Estate Right Title Interest Term and Terms for years yet to come and unexpired Trust property Claim and Demand whatsoever both at Law and in Equity of him the said John Grainge of in to or out of the said allotment piece or parcel of Ground Hereditaments and premises or any part or parcel thereof by force and Virtue of the said recited Indenture of Mortgage of otherwise howsoever. To have and to hold the said allotment piece or parcel of Ground Hereditaments and premises with the appurtenances hereby or mentioned and intended to be hereby assigned unto the said Peter Atkinson his Executors Administrators

and Assigns from henceforth for and during all the rest residue and remainder of the said Term of five hundred years as are now subsisting in the said premises and of all such other Term or Terms for years as the said John Grainge hath or ought to have in the same premises or any part thereof In Trust nevertheless for the said Thomas Atkinson his Heirs and Assigns and to be disposed of as he or they shall direct or appoint and in the mean time to attend wait upon and go along with the Reversion freehold and Inheritance of the said allotment piece or parcel of Ground Hereditaments and premises hereby or intended to be hereby conveyed and assigned to the end to protect and preserve the same from all issue? Charges and incumbrances whatsoever (if any such there be). And the said John Grainge doth hereby for himself his Heirs Executors Administrators covenant promise and agree to and with the said Thomas Atkinson and Peter Atkinson their and his Heirs Executors Administrators and Assigns that he the said John Grainge hath not at any time heretofore had made committed done or suffered any Act Matter or Thing whatsoever whereby wherewith or by reason or means whereof the said Allotment piece or parcel of Ground Hereditaments and premises hereby or mentioned and intended to be hereby assigned or any part thereof is are shall or maybe impeached charged or incumbered in Title Charge Estate or otherwise howsoever. In Witness whereof the said parties to these presence have hereunto set their Hands and Seals the Day and year first above written.

Signed Sealed and Delivered being first duly stamped by the within mentioned John Grainge and Thomas Ashby in the presence of

John Coates Surrog.

Peter Rigg

Received the Day and year first within written by me the within named Thomas Ashby of and from the within named Thomas Atkinson the Sum of Ninety Pounds being the full Consideration Money within mentioned to be by him paid to me. As Witness my hand

£90. 0s 0d

Witness

John Coates

Thomas (his mark) Ashby

Peter Rigg

Memorial of the within written Deed was registered at Wakefield the Thirtieth Day of May Seventeen hundred and Ninety three near Twelve at Noon in Book V?L. page 403. and Number 44.