

Indenture made between John Grainge, Thomas Ashby, Thomas Atkinson.

Dated 11th May 1792

Ashby & Mortgagee to Atkinson} Lease for Possession.

This Indenture made the Eleventh day of May 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, and Thomas Ashby of Belford, otherwise Belforth in the same Parish and County, yeoman of the one part and Thomas Atkinson of Belford otherwise Belforth aforesaid, yeoman of the other part

Witnesseth that for and in consideration of the sum of five shillings of lawful Money of Great Britain to the said John Grainge and Thomas Ashby in hand well and truly paid by the said Thomas Atkinson at or before the execution of these presence The Receipt whereof is hereby acknowledged. They, the said John Grainge and Thomas Ashby Have and each of them Hath bargained and sold and by these presence Do and each of them Doth bargain and sell unto the said Thomas Atkinson his Executors, Administrators and Assigns All that the said Thomas Ashby's Allotment situate and 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 Watercourses 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 bargained and sold belonging or in any wise appertaining or therewith all usually used occupied possessed or enjoyed or accepted reputed deemed taken or 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 bargained and sold allotment piece or parcel of Ground to come at a certain spring or Well of Water therein and suffer the spring or water course in its present course into another allotment belonging to the said Thomas Ashby for ever hereafter and on all reasonable Occasions.)

To have and to hold the said allotment piece or parcel of Ground hereditaments and premises above mentioned and intended to be hereby bargained and sold with all and singular the appurtenances unto the said Thomas Atkinson his Executors Administrators and Assigns from the day next before the Day of the Date of these presents for and during and unto the full end and count of one whole year from thence next ensuing and fully to be complete and ended Yielding and Paying therefore unto the said John Grainge and Thomas Ashby their Heirs and Assigns the Rent of one Pepper Corn only on the last Day of the said Term (if the same shall be lawfully demanded) To the intent and purpose that by Virtue of these present and by force of the statute made for transferring Uses? into possession he the said Thomas Atkinson may be in the actual possession of all the said allotment piece or parcel of Ground hereditaments and premises and be hereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs for ever and to and for no other use intent or purpose whatsoever.

In Witness whereof the said parties to these presents have hereunto set their Hands and Seals the Day and year first above written.

John Grainge (Seal)

Thomas (his mark & Seal) Ashby

Signed sealed and delivered being first duly stamped by the within named John Grainge and Thomas Ashby in the presence of us

John Coates

Peter Rigg

Memorial of the within written Deed was Registered at Wakefield the Twentieth Day of May Seventeen hundred and ninety three near Twelve at Noon in Book V? S page 403 and Number 44