

Abstract of the Title of Mr Joseph Atkinson to an Estate situate at Dallagill in the Parish of Kirkby Malzeard in the Coy of York

For Mr Tennant, the Purchaser

Abstract of the Title of Mr Joseph Atkinson to an Estate situate at Dallagill in the Parish of Kirkby Malzeard in the Coy of York consisting of about 20a of Land and a Dwellinghouse Barn and Stable lately erected thereon.

17th Oct 1776

Produced & given up
to purchaser

Will (Paper Copy) of William Appleby of Beckmeetings in the Parish of Kirkby Malzeard in the Coy of York Yeoman whereby he directed that all his just debts and funeral Expences should be first paid out of his Personal Estate as far as the same would extend & in case his said personal Este should be insufficient he charged his Real Este with the payment thereof.

He gave and Devised unto his friends Wm Beck of Intacks in the Psh of Kirkby Malzeard afs'd and Thomas Gill of Foulgate Nook in the same Parish Yeoman.

All his real Estate situate & being in the Parish of Kirkby Malzeard afs'd

To hold to them their heirs and assigns upon the uses and Trusts therein mentioned (that is to say)

In Trust in the first place (after his Personal Estate should have been applied for that purpose as afs'd) to raise by Mortgage or Sale of all or any part of his lands or tenem'ts a sufft Sum of Money as would enable them to pay and satisfy all his just debts And all such Sum of Sums of money as his said Trustees should advance and pay on account of the Trust reposed in them he did thby charge his Real Estate with the repayment thereof & after payment thereof

Then in Trust for his dear Wife Ann until his Son & Daur sho'd resp'y attain the age of 21 years & for & towards the maint'ce & Education of his s'd Son & Daur until they should resp'y attain their ages of 21 Years and after they should have att'd that age Then as to such part of his Real Estate undisposed of called Belforth and the West part of Ray Carr containing tog'r 20 acres more or less with the Buildings thereto belonging

In Trust for his Daur Ann her heirs and assigns for ever

And as to such part of his Real Estate which should be undisposed of commonly called Beckmeetings Brayside

*Close and Low Bottoms cont'g together 18 acres more or less
with the said Dwellinghouse belonging thereto called Beckmeetings
In Trust for his Son William his heirs and assigns for ever*

*Subject to and the said Test'ors Will & T'ment was that his
said Son & Daur should out of their respective shares above
mentioned after they should resp'y attain the Age of 21 yrs
pay the sum of £5 each resp'y unto his Dear Wife Ann
for and during the term of her natural life which £10 Anuty
was to be in lieu of any Dower or thirds which she might
claim out of his estates But in case she should claim any
Dower then the said yearly payments to cease And the s'd
Testator directed that in case his said Wife Ann should
happen to marry before his Son and Daur attain their
Ages of 21 years his said Trustees should receive the Anuty
& profits of his Estates & pay his said Wife Ann the said yearly
Anuty of £10 and apply the remainder tow'ds the Education
of his Ch'n And the said Test'ors mind was that his dear Wife
should have the room of the West end of his dwellinghouses
with the chamber over it to reside in for life except she sh'd
happen to marry again and in case his Son and Daur sh'd
die before they resp'y attain the age of 21 years*

Then he gave & devised his said real Estates

*Unto the s'd Wm Beck and Thomas Gill their heirs and assigns as to
the whole Estate called Rye Carr and Bellforth*

In Trust for his dear Wife Ann her Heirs and Assigns for ever

And as to the residue of his Real Estates

*In Trust for Charles Lofthouse son of Ralph Lofthouse and his
heirs and assigns for ever he paying thereout £50 apiece unto his
2 Brothers John & Ralph And the said Test'or also charged his Real
Estates with the payment of 40s/ at the death of Sarah Spence tow'ds
the burying of her - Then*

He gave and bequeathed unto his Son William -

*The House and parcel of land cont'g half an Acre
which was Leasehold for a long Term*

And the said Test'or did thereby order and direct that his s'd Trustees

should be reimbursed all their reasonable Charges and Expences & that neither of them should be accountable for more Money than they should resply receive and for the Acts receipts or Defaults of the other but each should be accountable for his own acts receipts and defaults only

And lastly the said Test'or thereby gave all his personal Estate unto his said Wife not above bequeathed chargeable as afs'd & did thereby make constitute and appoint his said Wife Ann sole Executrix thereof thereby revoking all former Wills by him theretofore made

Ext'd and attested by 3 Witnesses

Proved by the Executrix in the Peculiar court of Masham
the 24th day of July 1777.

Original produced }

& given up to Purch'r }

11th & 12th May

1792

Grange & Ashby

to

L Atkinson

Indentures of Lease and Release of the Dates the latter made between John Grange theretofore of Galfay otherwise Galfeway but then of Lowler House in the Parish of Kirkby Malzeard afs'd Yeoman of the 1st part Thomas Ashby of Belford or'se of Belforth in the same Psh & Coy Yeo. of the 2nd part Thomas Atkinson of the same place Yeoman of the 3rd part and Peter Atkinson of Winksley in the s'd Coy Yeoman of the fourth part

Reciting that by Indre of Mtge bearing date the 5th day of April 1770 & made between he said Thomas Ashby and Mary his Wife of the one part and the said John Grange of the other part For the Consors therein ment'd They the said Thomas Ashby and Mary his Wife did grant bargain & sell unto the s'd Jn'o Grange his Ex's ads & ass's All that ancient Messe Tenement & Dwellinghouse with the Barn Stable and Outbuildings situate lying and being within the Town precincts or Territories of Norton otherwise Laverton in the Parish of Kirkby Malzeard afs'd at a certain place there called Belford otherwise Belforth afs'd And also all those 3 Closes of Arable Meadow or Pasture Ground cont'g tog'r in the whole by estimation 5 acres more or less one of the s'd Closes lying on the South side of the s'd Messuages 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 posson of the s'd Thomas Ashby his Tenants or Assigns To Hold to the said John Grainge his exors admors and assigns from the day before the day of the date of the said Indenture for and during the Term of 1000'd years Subject to a proviso for making void the same on payment of £100 & Int as therein mentioned

And Reciting that the said Sum of £100 was not paid pursuant to the said proviso whereby the Estate & Int of the said John Grainge became absolute at Law

And Reciting that the said Sum of £100 remained in the hands of the said Thomas Ashby on the said recited Security (all Int for the same had been regularly paid off) till on or about the 12th day of May 1789 on which day the said John Grainge did by Indorsement duly made signed and attested on the back of the said recited Indre acknowld to have rec'd of the s'd Thomas Ashby the Sum of £100 being the whole princ'l Money then remain'g due on the said recited Security all Int being satisfied as afrs'd and did thereby undertake to assign and convey the said Mtged pres unto the said Thos Ashby his heirs and assigns or as he or they sh'd direct when required.

And Reciting that by virtue of an Act of Parliament made and pap'ed in the 29th Year of the Reign of his then present Majesty intituled "An Act for Inclosing certain Moors Commons or Waste Grounds in the Parish of Kirkby Malzeard aforesaid" The Allotment piece or parcel of Ground therein granted and released along with others was by the Commissioners in the said Act appointed allotted and awarded to the said Thos Ashby in right of the s'd Mtged pres or some part thereof

And Reciting that the said Thos Atkinson had lately contracted & agreed with the said Thos Ashby for the absolute purchase of the fee Simple & Inh'ance of the Allotment piece or parcel of Ground therein particularly described & therein ment'd to have been awarded as afrs'd for the price or Sum of £90 & that the said John Grange has agreed to assign over the s'd Term unto the s'd Peter Atkinson his Exs ads & ass's In Trust for the said Thos Atkinson his heirs and assigns as therein ment'd

It was by the now abstract'g Indre Witnessed that in Conson of the s'd Sum of £90 to the s'd Thos Ashby in hand paid by the said Thos Atkinson He the s'd Thos Ashby Did grant bargain sell release and confirm unto the s'd Thos Atkinson (in his actual posson &c) his heirs & ass's

All that the s'd Thos Ashby's Allotment situate lying & 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 tow'ds

the North to George Wood's Allotment on or towards the East and the said Road on or towards the South and West containing be estimation 7a 2r op more or less and then in the occup'on of the said Thomas Ashby his Tenants or Assigns Together with the Apps (Except'g and always reserving to the said Thos Ashby his heirs & ass's and his and their Tenant & Tenants free liberty or a Way or Passage to go pass and repass with through and out of the said Allotment piece or parcel of Ground to come at a certain Spring & Well of water therein & suffer the Spring of water to run in its then present Course with another allotm't belonging to the s'd Thos Ashby for ever thereinaf & on all reasonable occasions

And the Reversion

And all the Estate ?? (Except on afs'd)

And also all Deeds &c

To hold the same unto & to the Use of the said Thomas Atkinson his heirs and assigns for ever

Covenant by the said Thos Ashby that he was l'fully seized except the hereinbef' recited Indenture of Mortgage had good right to convey for quiet enjoyment free from Inc's (& particularly from the Dower of Mary the Wife of the said Thos Ashby) except as afs'd & for fu'r Assur'ce

And it was fu'r Witnessed that the s'd Jno' Grainge as well in Conson of having been paid off and discharged all pric'l Money & Int due to him on the therein above rec'd Indre of Mtge as in Conson of the further Sum of 5s/ to him in hand paid by the said Peter Atkinson the receipt whereof was thereby acknowledged He the s'd Jno' Grainge at the request & by the direction & appt't of the said Thos Ashby testified as therein ment'd (Did at the nominat'n of the said Thos Atkinson) bargain sell assigns and set over unto the said Peter Atkinson his Exs Ads & Ass's

All the s'd Allotm't piece or parcel of Ground hereds and prses thereinbef' granted & Conveyed to the said Thomas Atkinson his Heirs & Ass's by the s'd Thos Ashby

*Together with all the Appurts
And all the Estate &c*

*To hold the same unto the s'd Peter Atkinson his Exs Ads & Ass's
from thenceforth for and during the residue and remainder of the
said term of 500d years then subsisting in the said pres And of all
such other Term for years as the said John Grainge had or ought to
have in the said premises or any part thereof In Trust was
for the s'd Thos Atkinson his heirs and ass's & to be disposed of as
he or they should direct or appoint & in the meantime to attend
the freehold and inh'ance of the said Allotment to protect the
same from all mesne Inc's (if any)*

Ashby to P Atkinson

Term afra'd for 9 L P?

*Cov't by the said John Grainge that he had done no
act to Incumber*

*Exted by John Grainge and Thos Ashby and attested
by 2 Witnesses*

Rec't for Conson Mo'y indorsed and signed

*Registered at Wakefield the 30th May 1793 in Book D L
page 403 & No 447?*

*Produced & given up
to purchaser*

*2nd Febr'y 1819 Attested Copy of an Indenture of this date made between Thos Atkinson of Round
Ann Appleby dau & devisee Hill in the Parish of Masham in the Coy or York Yeoman and Ann his wife of
Wm Appleby & her before her Marriage with him called Ann Appleby the Daur and Devisee
husband J L P? named on the s'd Will hereinbf abtr'ed of the said Wm Appleby deced of the
Atkinson to Mr Waite one part and John Waite of Ripon in the said County Gentln of the other part
Witnessed that for limiting and assuring the said Messuage &
Dwghouse or Tenem't Closes or parcels of Land & hereds thereinaf
particularly described to the Uses thereinaf expressed and in
Conson of 10s/ to the said Thos Atkinson and Ann his wife paid by
the said John Waite He the said Thos Atkinson for himself
his heirs exors and admors and for the said Ann his Wife &
her Heirs she thereby consenting thereto Did coven't premises
and agree with & to the said John Waite & his heirs that they the s'd
Thomas Atkinson & Ann his Wife would at their own proper Costs
and charges as of Hilary Term then last or before the end of
Trinity Term then next or some other subsequent Term akn'd
levy perfect in due form of Law before the Justices of his Mat'ys*

Court of Common Pleas at Westminster unto the said John Waite his heirs and assigns a True? Sur Conizance de droit Come ceo &c with proclamations thereupon had according to the form of the statute in that behalf provided and the usual course of levying Fines there used of

All that Close or parcel of arable meadow & pasture land situate lying & being at Belforth in the Parish of Kirkby Malzeard aforesaid containing by estimation 2 acres were the same more or less with a Barn thereon standing and whereon a Messuage Dghse or Tenement with a Stable and other outoffices had some time since been erected & built commonly called or known by the Name of Belford otherwise Belforth & was pchsd by the said Wm Appleby of one Thos Gill

Also of all that Close of Meadow or Pasture & Ground commonly called or known by the name of Rough Pasture one other Close of Meadow or pasture Grnd commonly called or known by the Name of High Plowing one other Close of Meadow or pasture Ground commonly called or known by the name of Low Plowing one other Close of Meadow or pasture Ground called or known by the name of Brig Bottom one other Close of Meadow or pasture Ground called or known by the Name of the Bates one other Close of Meadow or pasture Ground called or known by the Name of Whinney Bank one other Close of Meadow or pasture Ground called or known by the Name of the Wood one other Close of Meadow or pasture Ground called or known by the Name of the High Close one other Close of Meadow or pasture called or known by the Name of Brayside Close And one other Close of arable land commonly called or known by the name of Low Bottom All which s'd last described Closes or parcels of Land cont'g by messuration 20a 2r 19p and were situate lying & being at Ray Car within a place called

*Bows in Dallowgill in the Parish of Kirkby
 Malzeard aforesaid and were purchased by the
 s'd Wm Appleby of one John Bearpark And all
 which s'd thereinbefore devised heres & pres were then
 in the tenure & occupon of George Metcalfe and
 Edward Allanson resply as Tenants and were given
 & devised by the said Will of the said William Appleby
 to or In Trust for his s'd Daur Ann the wife of the
 s'd Thos Atkinson his heirs & assigns for ever
Also of all that Allotment piece or parcel of Land
 cont'g 7a 2r 2p late parcel of Laverton Moor and
 Galwhey Moor allotted and awarded to him the
 said Thos Atkinson in right of the said Ann his
 Wife upon the Inclosure & Division of the said
 Moors for and in respect of the thereinbefore
 described lands & tenem'ts and was bounded nearly
 East by Thos Gill's allotment In Trust for William
 Appleby & Wm Bramley's second Allotment nearly
 West by the thereinbef described here's and premises
 & Rich'd Richmond's first allotment nearly North
 by Thos Gill's In Trust for Wm Appleby's old
 Inclosures & Allotments & Rich'd Richmond's 2nd Allotm't
 and nearly South by the thereinbefore described hereds
 & pres & Thos Ashby's old Inclosures and second Allotm't
 and was situate lying & being in the Tw's'p of Laverton
 in the prsh of Kirkby Malzeard afr'd & in the Tenure or
 occupation of George Metcalfe & Edw'd Allanson respectively
 as Tenants thof or by whats'r other Name or Names grants
 qualities or other descriptions the said sev'l hereds & pres
 thereinbefore described or any of them had been at any
 time theretofore or then were called or known or disting'd
 or hows'r varied or altered in any modern form or any
 ancient or former particular or description thereof
 And all other the Messes dwellinghouses or tenements
 closes inclosures allotments or parcels of Land & here's
 whats'r of or belonging to them the said Thos Atkinson*

*Part of Allotment }
 purchased by }
 Mr Tennant }*

and Ann his Wife and which she was in any manner entitled to either in possession rev'n rem'r or expectancy or otherwise howsoever situ'd & being in the Parish of Kirkby Malz'd afs'd With their & every of their Rights Members and appurts by such appropriate Names and descriptions thereof as would effectually ascertain and comprise the same or should be thought requisite in that behalf

And it was thereby declared and agreed between the said parties thereto that as well the said Fine when so levied perfected and completed as aforesaid or in any other manner or at any other time to be acknowledged & levied as all other fines convey's & assurances in the law what's'r already had made levied suffered or executed or &c of the said Messuages dwghouses or tenemt's closes allotm'ts or parcel of land hereditaments and pres or any pt or parts thereof by or between the s'd Parties to the now abstract'g Indre or any of them or whereunto they or any of them were or might be Parties or party privies or privy should be and assure? and the Conizee or Conizees in

the

said Fine or Fines named or to be named his her or their heirs should stand and be seized of the said Messes dwghouses or teneme'ts closes allotments or parcels of Land here's & pres with their apps To the Uses upon the Trusts & for the said intents & purposes thereinaft'r expressed and declared of and concerning the same that is to say

To the Use of such person or persons for such estate & Estates interest & Interests and intents & pposes & charged and chargeable in such manner and subject to such powers provos declons & agreements as the said Thos Atkinson at any time or times & from time to time by any deed or deeds instrum't or instruments in Writing with or without power of revocation to be by him signed sealed and delivered in the presence of and attested by 2 Witnesses and either referring or not referring to the now abstract'g Indenture or by his last Will & Testament in Writing or any Codicil thereto or any writing purporting to be or in the nature of his last Will or Codicil to be signed sealed and published by him in the presence of and attested by 3 or more credible Witnesses should direct limit or appoint give or devise the same here's & pres or any part or parcel thereof

and in default of and until such direction limitation or appointm't or in case any such should be made then subject thereto and when and as the Estate or Estates interest or interests thereby directed limited or appointed or created should resp'y determine & in the meantime subject thereto and as to such part or parts of the said heredit's & pres & all such Estate & Interest therein of which no such direction limitation or appointm't gift or devise should be effectually made as afr'd

To the Use of the said Thos Atkinson & Ann his Wife & their Assigns during the term of their joint natural lives & the life of the longest liver of them without impeachment of waste & from & after the decease of the Survivor of them the said Thos Atkinson & Ann his Wife

To the Use of all and every the Children & Child of the said Thomas Atkinson and Ann his Wife then living or thereafter to be born to be divided amongst them in equal parts shares & proportions as Tenants in Common & not as joint Tenants & their respective heirs and assigns for ever

Ext'd by all the P'ties & attested by 2 Witnesses

Reg'd at Wakefield the 15th day of June 1819 in Book D. X. page 661 & No. 765

Produced & given up to Purchaser

Hilary Term 59 Geo 3^d

Indentures of Fine between John Waite Plt & Thos Atkinson and Ann his Wife Defendants Of

One Messuage, 1 Cottage, 2 Barns, 2 Stables, 1 Cartilage 2 Gardens, 50 acres of land, 40 acres of Meadow, 40 acres of Pasture, Common of Pasture for all manner of Cattle and Turbary with their appurts in Dallowgill in the Parish of Kirkby Malzeard afr'd

Produced & given to p'r

13th & 14th April 1819

Indentures of Lease & Release of these dates both made between the said Thomas Atkinson of the one part & Joseph Atkinson & Stephen Atkinson both of Winksley in the Parish of Ripon in the s'd Coy Farmers of the o'r part After reciting that the said Thos Atkinson had lately contracted and agreed with the s'd Jos'h Atkinson and Stephen Atkinson for the absolute Sale to them of the Inh'ance in fee Simple in posson free

from all Incs of and in the Allotment & heredit's therein^d described and thereby conveyed or intended so to be with their appurts at or for the price or Sum of £447

It was Witnessed that in pursuance & performance of the s^d recited Agreement & in Conson of the Sum of £447 to the s^d Thos Atkinson in hand paid by the s^d Jos^h Atkinson & Stephen Atkinson He the s^d Thos Atkinson in pursuance & p^rform^{ce} & by force & virtue & in exercise & exon of all and every Power & powers authority or authorities whats^r given lim^d or reserved to or in any wise enabling him in that behalf Did by the now abstracting Indre by him signed sealed & delivered in the presence of and attested by 2 or more credible Witnesses whose Names were thereinfore indors^d as Witnesses attesting the same fully absolutely & irrevocably direct limit or appoint and the said Thos Atkinson also did grant bargain sell alien release convey & confirm unto the s^d Joseph Atkinson & Stephen Atkinson (in their actual posson &c) and to their heirs and assigns for ever (inter alia)

(James Tennant to purchase) }
since Messrs Atkinson purchased }
it of Thos Atkinson there has }
been erected a dwellinghouse }
Barn and Stable thereon }

All those 3 Closes or parcels of land called or known by the Name of Hogza Hill lying on the West side of the High Road leading from Kirkby Malzeard to Lofthouse cont^g by Estimation 10a 1r 25p be the same more or less being part of an allotment of Land cont^g by estimation 17a 2r 2p allotted and awarded to the said Thomas Atkinson on the Inclosure of Laverton Moor and Galwhey Moor then in the tenure or occupon of George Metcalfe as Tenant thereof And all that Allotment or parcel of land lying on the East side of the Road leading from a place called Lady Hill to Pateley Bridge allotted and awarded to Thos Ashby on the Inclosure & Divⁿ of the said Moors adjoining to John Atkinson's Allotment on or towards the North to Geo Wood's Allotment on or towards the East and to the said Road on or tow^{ds} the South & West cont^g by estimⁿ 7a 2r 0p more or

?? Parish

less and theretofore in the occupation of the said Thomas Ashby (of whom the said Thos Atkinson purchased the same) his Tenants or Assigns but then in the occup'on of Edw'd Allanson as Tenant All which said Closes or parcels of Land allotment & hereds are situate lyng & being in Laverton in the Twsp of Kirkby Malzeard afr'd

Together with the apps

And the Rev'n &c

And all the Estate &c

To hold the same unto & to the use of the said Joseph Atkinson & Stephen Atkinson their heirs & Ass's for ever as Tenants in Common & not as joint Tenants

Covenant by the s'd Thos Atkinson that he had good right to convey for quiet enjoym't free from Incumb's & for further assurance

Declaration that every person & persons in whom any term or terms for years (if any) affecting the said here's & pres with the appurts or any part thereof then were or should thereafter become vested should henceforth stand & be possessed of and interested in such term or terms In Trust for the said Joseph Atkinson and Stephen Atkinson their heirs and assigns & to assign and dispose of the same as they should from time to time direct or appoint and in the meantime to wait upon and attend the freehold and Inheritance of the same hereds & pres to protect the same from all mesne Inc's (if any)

Executed by the said Thomas Atkinson and attested by 2 Witnesses.

Receipt for Consideration Money indorsed & signed

Registered at Wakefield the 17th day of July 1819 in Book H B page 273 and Number 320

15 & 16 July 1821

Indentures of Lease and Release of these Dates both made between the said Joseph Atkinson of the one part and Edward Richardson of Wetherby in the said County Gentleman of the other part

{After reciting the hereinbefore abstracted Will of the said Peter Atkinson Deced and the said hereinbefore abstr'd Indentures of the 13 & 14th April 1819

*(does not
relate to
Allotments)*

{ And reciting that the said Thos Atkinson the Son and Dev'e named in the said Will of the s'd Peter Atkinson deced had then lately departed this life intestate having first attained his age of 21 years leaving the s'd Joseph Atkinson & Stephen Atkinson his 2 Brothers him surviving Whereby the said Joseph Atkinson as eldest Brother and heir at Law of the said Thos Atkinson deced had become entitled to all his the s'd Thos Atkinson 3rd part or share interest or benefit and or and by virtue of the said Will of the s'd Peter Atkinson deced of and in all the s'd heredts & pres devised by the said Will

And after also reciting that the said Jos'h Atkinson and Stephen Atkinson (who was then a Minor) having occasion to borrow and take up at Int the Sum of £300 had applied to & requested the said Edw'd Richardson to advance and lend them the same which he had agreed to do upon having the repayment with Int secured to him by the s'd Jos'h Atkinson in manner thereinaf ment'd

It is Witnessed that in pursuance of the said Agreement & in Conson of £300 to the s'd Jos'h Atkinson af'd by the said Edw'd Richardson He the said Jos'h Atkinson Did grant barg'n sell alien release and confirm unto the s'd Edw'd Richardson (in his actual posson &c) & to his heirs and ass's

All his the s'd Jos'h Atkinson's 2 third parts or shares (the whole into 3 equal parts to be divided) And all other the parts shares estates interests & benefit of him the said Jos'h Atkinson of and in all and singular the Messes Dwellinghouses cottages closes pieces & parcels of Ground lands tithes tenements here's & pres devised by the Will of the said Peter Atkinson to the said Joseph Atkinson & Thos Atkinson (since deced) situate lying & being at Winkley afr'd

or elsewhere in the Coy or York And also all his
the said Joseph Atkinson's Moiety half part
or share (the whole into 2 equal parts to be
divided) of and in all & singular the s'd Closes
Allotments pieces & parcels of Ground lands ten'ts
heredts & pres comprised in the s'd recited Indentures
of the 13 & 14 days of April 1819

Together with the said Joseph Atkinson's respve
shares moiety part & share of & in the apps

And of and in the Rev'n &c

And of and in all the Estate &c

To hold the same with the apps To the only proper Use &
Behoof of the s'd Edw'd Richardson his heirs & ass's for ever Subject
nev's to the provo for Redempt'n therein cont'd

PROVISO that if the s'd Jos'h Atkinson his heirs exors admors & should & did well
& truly pay or cause to be paid unto the s'd Edw'd Richardson his Exors Admors or
Assigns the full Sum of £300 with Int for same after the rate of £5 for
every £100 for a Year upon the 16th day of Jan'y then next without any deduct'n
or abatem't whats'r ???? in that case the said Edw'd Richardson his heirs or
assigns should & w'd at any time after such payment should have been made as afs'd
upon the request & at the expence of the s'd Jos'h Atkinson his heirs or assigns reconvey
and assure the same pres with the apps thereinbef ment'd unto & to the Use of the
s'd Jos'h Atkinson his heirs or ass's or as he or they should direct or appoint free from
all Inc's to be made or consir'd by the s'd Ed Richardson his heirs or ass's

Covenant from the s'd Jos'h Atkinson for paym't of
Mtge Moy & Int that he had good right to convey
for entry in case of default free from Inc's & for
further assurance

And the said Jos'h Atkinson in Conson of the said Stephen Atkinson his Brother
being a Minor Did thereby for himself his heirs exs & as's cov't promise &
agree to & with the s'd E Richardson his hrs exs ads & ass's that he the said Stephen
Atkinson should & would as soon as he should attain the age of 21 years make
do & execute in One form of Law an effectual convey'ce of all his the s'd
Stephen Atkinson's 3rd part or share estate interest & benefit of and in the s'd
Messuages dwghouses cottages closes pieces & parcels of Ground lands tithes
tenem'ts & other heres & pres devised to the s'd Stephen Atkinson by the Will

of the said Peter Atkinson with the apps And all his Moiety half part or share of and in the Closes allotm'ts pieces or parcels of Ground lands tenements and other heres & pres comprised in the s'd recited Indres of the 13 & 14 Apl 1819 with their apps unto & to the use of the s'd E Rich'n his heirs & ass's for the better secur'y to him & them the Sum of £300 & Int

Declaration that if default should happen to be made in payment of the Sum of £300 & Int or any part of the same at the time and in manner afs'd it should be lawful for the s'd E Rich'n his heirs or ass's & he & they were thby fully authorized & empowered either ?issued by? after such default or at any time or times thereof to sell and dispose of all and singular the s'd 2 third parts or shares of him the s'd J'sph Atkinson of and in the s'd Messes Dwghouses Cottages Closes of Ground lands tithes tenements & other here's & pres first thereinbef granted and released & of all his moiety half part or share of & in the s'd Closes Allotments or parcels of Ground lands & other hereds & pres thereinbef described granted & released and comprised in the s'd recited Indres of the 13 & 14 days of April 1819 or any part or parts thereof either together or in separate lots at one or separate times and either by public Auction or Sale or by private Contract & partly by public Auction & partly by private Contract at his or their discretion & at & for such Sum or Sums of Money ?so he? or they should judge sufft from? any person or persons should? with full liberty for the s'd Ed Richardson his heirs or assigns if he or they should think proper to ?Coy? in the whole or any part of the pres so put up to Sale at any such public Auction & afterw'ds to sell the same by public Auction or private Contract without being liable for any cost or damage which might happen thereby & to Convey & assure All and singular the same pres which should be sold to & for such Uses intents & pposes as the person or persons purchasing the same should direct or require ?had? and absolutely discharged of & from all equity & right of redemption what's'r of or by him the s'd Joseph Atkinson his Heirs or Ass's or any other person or persons l'fully claiming under him him or them or any of them

And it was thereby declared that the rec't or rec'ts of the s'd E Richardson his Exs Adms or Ass's should be a sufft & effectual discharge to the person or persons purchasing the same premises or any part thereof for his & their purchase Mo'y & that such purchaser or purchasers should not afterwards be answerable or accountable for the misapplication thof or any part thereof or be liable to see to the application of the same

And it was thereby further declared and agreed that with all Expec'n? after such Sale or Sales respectively he the s'd Edw'd Richardson should & wo'd

apply and dispose of the clear Monies arising therefrom after detaining thereout & reimbursing himself and themselves all such Costs Charges and Expences as he or they should suffer in? expence or be put unto in or about the making or perfecting such Sale or Sales or by reason of the nonpayment or in procuring payment of the s'd Sum of £300 & Int or any part thereof or otherwise relating thereto in the first place in or towards payment & satisfaction of the s'd principal Sum of £300 tog'r with all Int that should be then due thereon without any deduction & abatement whats'r and in the next place should & would pay over the clear residue & surplus of such purchase Monies (if any) to the s'd Jos'h Atkinson his Heirs or Assigns and Reconvey all such parts of the s'd premises as should not have been so sold and disposed of unto him the s'd Joseph Atkinson his heirs or assigns or as he or they should direct or appoint

And the s'd Joseph Atkinson did thereby further Covenant promise & agree with & to the s'd Edward Richardson that he the said Jos'h Atkinson his Heirs or Ass's if required by the said Edw Richardson his heirs exors admors or assigns or by the purchaser or purchasers of the s'd pres or any of them his her or their heirs or assigns should & would join in any such Sale or Sales as afs'd and execute the s'd sales? Convey's and Assurances of the s'd hereds & pres which should be so sold to the purchaser or purchasers thereof or any part thereof and enter into all usual and reasonable Covenants with such purchaser or purch's his her or their heirs or ass's for the Estate posson quiet enjoyment & further assurance of the same here's & pres and do any other reasonable act & acts for confirming such Sale or Sales

But nev's it was thereby expressly declared and agreed that the joining of the s'd Jos'h Atkinson his heirs or assigns in any such Sale or Sales convey'ce or Conveyances as afs'd should not in any wise be considered as essential or necessary to perfect the ??? of the purchaser or purchasers of the s'd premises or any part thereof the same being intended only for the further satisfaction of such purchaser or purchasers

*Executed by the said Jos'h Atkinson & attested
Rec't for Conson Money indorsed
Reg'd at Wakefield the 4th day of Aug't
1821 in Book H K page 619 & No 674*

[this page is on the back of the previous page]

1st & 2nd Jany 1824 *Indres of Lease and Release the latter made between the said Jos Atkinson (~~Eldest surviving Son~~) & Stephen Atkinson of the one part & Joseph Acomb of Hutton in the s'd County Gent. of the other part*

And reciting (after reciting other matters) the said hereinbef'e Abstracted Indres of Lease and Release & app'e of the 13th & 14th days of April 1819

And also reciting the hereinbef'e abstracted Indres of Lease & Release of the 15th & 16th days of July 1821

And Recit'g that the s'd S Atkinson attained the age of 21 yrs on or about the 14th Jany 1825

And recit'g that the said Jos Atkinson & S Atkinson hav'g occasion for a further sum of Money had app'd to the said Jos Acomb to advance & lend them the sum of 500£ at Int upon Security of the sev'l h'dts thereinaf' des'd & int'd to be thby conveyed which he had agreed to do

It was Witnessed that in Conson of 500£ to the s'd Jos Atkinson & Stephen Atkinson paid by the said Joseph Acomb they did accord'g to their respective estates shares & Interests of & in the heredit's & pres thinaf' des'd Did grant bargain sell alien release & confirm unto the said Joseph Acomb (in his actual posson &c) & to his heirs (Inter alia)

All & singular the said sev'l Closes allotm'ts pieces & parcels of Ground Lands Ten'ts & s'd heredit's & pres described & comp'd in the said hereinbefore rec'd Indres of Lease & Release of the 13th & 14th days of April 1819

*Together with all & singular
Houses &c
And the Revon &c
And all the Estate &c*

[this page is on the back of the previous page]

To hold the said Messes dwellinghouses cottages closes & Allotments pieces and parcels of Ground lands tenements & tithes and all and every other the heredit and premises thereinbefore ment'd described or referred to and intended to be thereby granted & released with their and every of their appurts unto the said Jos'h Acomb his heirs or Assigns To the only proper Use and Behoof of the said Joseph Acomb his heirs and Assigns for ever Subject nev's as in the said recited Will of the said Peter Atkinson deced was ment'd And also as to two third parts or shares of the said heredit and premises thereinbefore described and as to a Moiety of the said heredit & pres lastly thereinbefore described Subject to the payment of the said Sum of £300 & Int to the said Edw'd Richardson as aforesaid And as to the entirety of the said here's & pres thereinbef' described Subject to the provo' or Agreement for redemption thereof thereinaf contained

Proviso that if the said Joseph Atkinson & Stephen Atkinson or either of them their or either of their heirs exors or admors should and did well and truly pay or cause to be paid unto the said Joseph Acomb his executors administrators or assigns the full Sum of £500 with Int for the same after the rate of £4 10s/ for every £100 for a Year upon the 2nd day of July then next ensuing without any deduction or abatement whatsoever then and in that case the said Jospeh Acomb his heirs exors admors or assigns shall at anytime after such full payment should have been made as aforesaid upon the request and at the expence of the said Joseph Atkinson & Stephen Atkinson their heirs or assigns reconvey and assure the same premises with the appurts unto & to the use of the said Joseph Atkinson and Stephen Atkinson their heirs or assigns or as they should direct or appoint free from all Incombs to be made or committed by the said Joseph Acomb his heirs or assigns

Covenant from the said Joseph Atkinson & Stephen Atkinson for payment of Mortgage Money & Interest - that they had good right to convey - for entry in case of default free from Incumbrances - & for further Assurances

Duly executed and attested

Rect for Conson Money indorsed & Signed

Registered at Wakefield 6th March 1824

in Book H Z Page 579 & No 627

Produced & retained

21st & 22nd March 1827 Indentures of Lease and Release of these dates the latter made between Joseph Atkinson of Winksley in the Parish of Ripon in the Coy of York Farmer of the 1st part Edward Richardson of Wetherby in the s'd Coy of York Gentleman of the 2nd part Thomas Acomb of Marston in the Coy of the City of York Gentleman of the 3rd part Joseph Acomb of Hutton in the s'd Coy of the City of York Gentleman of the 4th part & Samuel Pullein of Manchester in the Coy Palatine of Lancaster Esq of the 5th part

After reciting the said Abstracted Indres of Lease & Release of the 15th & 16th July 1821

And reciting the said abstr'g Indentures of Lease & Release of the 1st & 2nd Jany 1824

And reciting that the said Thomas Acomb did on the s'd application of the said Edw'd Richardson on or about the day of advance & pay to the said Edward Richardson the Sum of £300 & all Int which was then due to the said Edw'd Richardson upon or by virtue of his said recited Security and an Agreement was indorsed and signed by the said Edw'd Richardson upon the back of the 1st Item of the said hereinbef recited Indre of Rele of the 16th day of July 1821 whereby the said Edw'd Richardson did undertake promise and agree to assign and convey unto the said Thos Acomb his heirs and assigns whenever requested so to do All & singular his the s'd Edw'd Richardson's Estate & Int in the s'd Mtged here's & pres & in the Monies secured thereon and in the meantime to stand seized of the same in Trust for the said Thomas Acomb his exors ads & ass's

And reciting that the s'd prin'l Sum of £300 was still due & owing upon the said Security And also the s'd princ'l Sum of £500 still rem'd due & owing to the s'd Jos'h Acomb upon his s'd recited Mtge but all interest upon the s'd 2 principal Sums up to the date thof had been fully paid & satisfied as the said Thos Acomb & Jos'h Acomb did thby resply admit & acknowledge

And reciting that the s'd Stephen Atkinson had then lately dep'd this life intestate and unmarried whereby all his estate & Int in the said here's & pres had descended to his Brother the said Jos'h Atkinson

And reciting that all the legacies bequeathed by the Will of the late Peter Atkinson had been duly paid and satisfied (except the 2 Legacies of £50 each which would be due & payable after the

decease of the said Peter Atkinson's Widow

And reciting that the said Jos'h Atkinson having then lately expended very large Sums of Money in erecting 20 Dwghouses and other Buildings upon part of the said Estate at Winksley had occasion for a further Loan & had therefore applied to and requested the s'd Thos Acomb & Jos'h Acomb to take in their said respective Mtge Debts which they had consented to do & had also applied to and requested the said Sam'l Pulleine to lend him the Sum of £2000 to enable him to pay off & discharge & the s'd two principal Sums and to cover his other pecuniary wants which he had agreed to do upon having the repayment of the said Sum of £2000 with Int for the same secured to him in manner thereinaf ment'd

It is by the now abstracting Indenture Witnessed that in pursuance of the said Contract and in Conson of £300 to the s'd Thos Acomb in hand paid by the s'd Sam'l Pullein at the request & by the direct'n & as and for the proper Debt of the s'd Josh Atkinson testified as therein ment'd And also in Conson of £500 to the s'd Josh Acomb in hand afs'd by the s'd Sam'l Pullein at the like request and direction of the said Joseph Atkinson testified as afs'd And also in Conson of £1200 to the said Jos'h Atkinson in hand paid by the said Sam'l Pullein at or before the Sealing and delivery thereof the receipt whereof was thereby acknowledged And that the said 3 sev'l Sums of £300 500'd & £1200 made together the s'd Sum of £2000 so agreed to be advanced as afs'd he the said Joseph Atkinson did thereby acknowledge They the said Edw'd Richardson Thomas Acomb and Joseph Acomb at the request and by the direction of the said Jos'h Atkinson testified as afs'd according to their respective Shares estates & interest therein & not further or otherwise & not by way of warranty Did grant bargain sell alien & rele & the s'd Jos'h Atkinson for the Consons afs'd Did grant bargain sell alien release satisfy and confirm unto the s'd Sam'l Pullein (in his actual posson &c) & to his Heirs & Ass's

All & Singular the s'd Messuages or Dwghouses Cottages Closes Allotments pieces and parcels of ground lands tenements tithes and all and every

other the heredit's & premises thereinbefore described and comprised in the thereinbefore recited Indres of Lease and Release of the 15th & 16th days of July 1821 and the said recited Indres of Lease & Rele of the 1st & 2nd days of January 1824

And also all thoses 20 Dwellinghouses or Tenements Shops & other Buildings And all that dissenting Chapel lately erected upon part of the s'd Estate at Winksley

Together with all Houses &c

And the Rev'n &c

And all the Estate &c

To hold the same unto the said Sam'l Pullett his heirs and assigns To the only proper Use & behoof of the said Sam'l Pullett his heirs and assigns for ever

Subject nevertheless to the said Attny bequeathed by the Will of the late P Atkinson deced to his Widow and to 2 Legacies of £50 each bequeathed by him to his 2 Daughters payable after the decease of his said Widow And also subject to the proviso or Agreement for redempt'n thereof thereinaf contained

That if the said Joseph Atkinson his heirs exors or ads should and did well & truly pay or cause to be paid unto the s'd Sam'l Pullett his exors admors or assigns the full Sum of £2000 of lawful English Money with Int for the same after the rate at the time and in manner therein ment'd without any Deduction or abatement what's'r then and in that case the said Sam'l Pullett his exors ads or ass's should at any time after such full payment should have been made as afs'd upon the request and at the expence of the said Joseph Atkinson his heirs or ass's reconvey and assure all and singular the same pres with the appurts unto and to the use of the said Jos'h Atkinson his heirs or assigns or as he or they should direct or appoint free from all Incumb's to be made or committed by the s'd Sam'l Pullett his heirs or ass's

Covenants by the s'd Edw'd Richardson Thomas Acomb and Joseph Acomb against Inc's - by Joseph Atkinson for payment of Mtge Money & Int - for Entry in case of default free from Inc's - for further assurance - for Insurance to the amount of £1000

Declaration that if default should happen to be made in paym't

of the said Sum of £2000 & Interest or any part of the same respectively at the time and in manner or the proviso thereinbef contained ment'd and appointed for payment thereof it should & might be lawful to & for the s'd Sam'l Pullein his heirs exors admors or ass's & he & they were thereby fully authorized and empowered either immediately after such default as aforesaid or at any time or times thereafter without any further authority from the said Joseph Atkinson his heirs exs admors or ass's for that purpose than was therein contained absolutely to sell and dispose of all and sing'r the s'd Messes Cottages dwellinghouses or tenements closes allotm'ts pieces & parcels of Ground land tenements tithes & other hereds and pres thereinbef particularly described & thereby granted & reled and intended so to be with their & every of their apps or any part or parts thereof either together or in parcels at one or separate times and either by public Auction or Sale by Private Contract or partly by public Auction & partly by private Contract at his or their discretion & at and for such Sum & Sums of Money as he or they should judge sufficient to any person or persons whomsoever who might be willing to become the purchaser or purchasers thereof or any part thereof with full liberty for the said Sam'l Pullein his heirs or ass's if he or they should think proper to buy in the whole or any part of the same premises so put up ?for sale? at any such public Auction and afterwards to sell the same by public Auction or by private Contract without being liable for any costs or damage which might happen thereby and to convey & assure all and sing'r the same pres which sh'd be so sold to and for such uses intents & pposes as the person or persons purchasing the same should direct or require free and absolutely discharged of and from all equity and right of redemption whats'r of or by him the s'd Jos'h Atkinson his heirs exors admors or ass's or any other person or persons whomsoever lawfully or rightfully claiming from by or under him them or any of them And it was thereby declared that the receipt or receipts of the s'd Sam'l Pullein or of his executors admors or ass's should from time to time and at all times be asufficient and effectual discharge to the person or persons purchasing the same premises or any part thereof for his her and their purchase Money and that such purchaser or purchasers should not afterwards be answerable or accountable for any costs misapplicat'n or nonapplicat'n of such purchase Money or any part thereof or be liable to see to the application of the same or to enquire whether the s'd Sum of £2000 & Int thereby secured or any part thereof respectively should remain due and owing or otherwise into the

necessity or expediency of any such Sale or Sales

And it was thereby declared and agreed that upon or with all convenient speed? after such Sale or Sales respectively he the said Sam'l Pullein his heirs exors admors or ass's should & would apply and dispose of the clear monies arising therefrom after detaining thereout and reimbursing himself and themselves all such Costs charges & expences as he or they should sustain expend or be put to in or about the making or perfecting such Sale or Sales or the keeping on foot such Insurance or Insurances as aforesaid or by reason of the nonpayment or in procuring payment of the said Sum of £2000 & Int or any part thereof or otherwise relating thereto in the first place in and tow'ds the payment and satisfaction of the said principal Sum of £2000 with all Interest that should be then due for the same without any deduction or abatement whats'r & from & after such full payment & satisfaction should have been made as afs'd Then and in the next place should and would pay over the clear residue & surplus of such purchase Money if any such there were to the said Jos'h Atkinson his heirs exors admors or assigns and reconvey all such parts of the s'd Mess's as should not have been so sold and disposed of unto him the said Joseph Atkinson his heirs or assigns or as he or they should direct or appoint And the said Joseph Atkinson did thereby for himself his heirs exors & admors covenant promise & agree to and with the s'd Sam'l Pullein his heirs exors admors or ass's that he the said Joseph Atkinson his heirs exors ads or ass's if required by the said Sam'l Pullein his heirs exors admors or assigns or by the purchaser or purchasers of the said heredit's & pres or any of them his her or their heirs or assigns should and would join in any such Sale or Sales as afs'd and execute the sev'l Conveys & assurances of the said heredit's & pres which should be so sold to the purchaser or purchasers thereof or if any part thereof and enter into all usual and reasonable Covenants with such purchaser or purchasers for the estate right title possession quiet enjoyment & further assurance of the same heredit's & premises & do any other reasonable act and acts for confirming such Sale or Sales But nevertheless it was thby expressly declared and agreed that the joining of the said Jos'h Atkinson his heirs or assigns in any such Sale or Sales convey'ce or Conveyances as afs'd should not in any wise be considered as essential or necessary to perfect the title of the purchaser or purchasers of the said heredit's & pres or any part thof the same being intended only for the further satisfaction of such purchaser or purchasers

And it was therby lastly agreed and declared by and between the said parties thereto that all and every person & persons in whom any term or terms for years affecting the s'd here's & pres thereinbef described or any part thereof then were or should or might become vested should henceforth stand seised & be possessed of and interested in such term or terms In Trust in the first place for the said Samuel Pullein his heirs and assigns in order that the same might be assigned and disposed of as he or they should direct or appoint & be subservient to the Trusts & powers thereinbefore expressed & contained & subject thereto In Trust to permit the same to wait upon and go along with the freehold reversion and inheritance of the said hereds & pres in order to protect the same from all mesne Charges & Incumbrances if any such there were

*Duly Executed and attested
Receipts for Conson Money indorsed & signed
Registered at Wakefield 9th March 1827
in Book I Z Page 124 & No 137*

*25th & 26th April 1828 Indenture of this date made between the s'd Sam'l Pullein of the 1st part
Produced & ref'd the said Joseph Atkinson of the 2nd part & the s'd
Pullein to Atkinson David Richmond of Laverton in the s'd Coy Gent of the 3rd part
Reconveyance*

Reciting the hereinbefore abstracted Indentures of Lease & Release of the 21st & 22nd days of March 1827

Also reciting that the Mtge & Int not having been paid according to the proviso therein contained the Estate & Interest of the said Samuel Pullein became absolute at Law and redeemable only in Equity

Also that all principal money & Interest secured to the s'd Sam'l Pullein on the s'd recited Mtge had been since duly satisfied and discharged and the s'd Jos'h Atkinson had requested that the s'd hereds & pres might be reconveyed to him the s'd Jos'h Atkinson in manner thereinafter ment'd

It is by the now abstract'g Indenture Witnessed that in pursuance of the said agreement & for the Consons afs'd the s'd Sam'l Pullein did grant bargain sell remise? release and confirm unto the s'd Jos'h Atkinson (in his actual posson &c) inter alia

*Dwellinghouse Stable and }
Barn erected thereon } All those 2 Closes or parcels of Land called or known
by the name of Hogza Hill lying on the West side of
the High Road leading from Kirkby Malzeard to
Lofthouse containing by estimation 10a 1r 25p were the
same more or less being part of an Allotment of Land
containing 17a 2r 2p allotted and awarded to
Thomas Atkinson on the Inclosure of Laverton Moor
and Galwhey Moor then in the Tenure or occupation
of Geo Metcalfe as Tenant thereof*

Together with all house &c

And the Rev'n &c

And all the Estate &c

Together with all Deeds &c

*To hold the same with appurts to the Use of such person
or persons & for such Estate & Estates interest & Interests &
with & under and subject to such powers provisos Cond'ns
declarations & agreements as the s'd Jos'h Atkinson should from
time to time by any deed or deeds instrument or instruments
& Writings to be by him signed sealed and delivered in
the presence of and attested by two or more credible Witnesses
or by his last Will & Testament in Writing or any Codicil
or Codicils thereto to be by him duly signed sealed &
published in the presence of and attested by 3 or more
such Witnesses should direct limit or appoint give or
devise the same or any part thereof & in Default of and until
such or some other sufficient direction limitation or apptm't
gift or devise should be made or take effect and as to
such part of the s'd heredts & pres & such Estate & Estates
interest & interests therein of which no such direction
limitation or appointment gift or devise should be made
or take effect and when and as any Estate or Estates interest
or interests so directed limited or appointed given or devised
should determine*

*To the Use of the s'd Jos'h Atkinson & his ass's during the
term of his natural life without impeachment of Waste
and with full power to commit waste and from and*

*after the determination of that Estate by any means
in his lifetime*

*To the Use of the said David Richmond his Exors
& admors during the natural life of the s'd Jos'h Atkinson*

*But in Trust nev's for the s'd Jos'h Atkinson & his Ass's
& to permit & suffer him & them to receive and retain
the rents issues and profits thereof during his natural
life for his & their own proper Use and benefit & from
& immediately after the determination of the Estate thby
lim'd? in use to the s'd D Richmond his Exors & Ads
during the natural life of the s'd Jos'h Atkinson Then to the
use & behoof of the said Jos'h Atkinson his Heirs & Assigns
for ever*

*Covenant by the said Sam'l Pullein that he
had not Incumbered*

*Declaration that all and every person & persons in whom
any term or terms for years affecting the s'd hereds & pres
thereinbefore described and thereinbefore bargained sold and
released or intend? or intended so to be or any part thereof
then were or should or might become vested should henceforth
stand seized and be possessed of and interested in
such term or terms In Trust in the first place for the s'd Jos'h
Atkinson his heirs & assigns in order that the same might
be assigned and disposed of as he or they should direct or
appoint and be subservient to the Trusts & powers thereinbef
expressed and contained and subject thereto*

*In Trust to permit the same to wait upon and go along
with the freehold reversion & inheritance of the s'd hereds & pres
in order to protect the same from all mesne charges &
Incumbrances (if any such there be)*

*Executed by the s'd Sam'l Pullein &
Joseph Atkinson & attested by
two Witnesses*

*Rec't indorsed for Conson Money and
Registered at Wakefield the 30th of May
1828 in Book R E Page 518 & No 444*