

**This Indenture** of three Parts made the thirteenth day of May in the year of our Lord One thousand eight hundred and twenty eight **Between** Joseph Atkinson of Winksley in the County of York Gentleman of the first part James Tennant of Low Green, near Pateley, in the said County Yeoman of the second part and Richard Greaves of Ripon in the said County Druggist of the third part **Whereas** by Indentures of Lease and Release bearing date respectively the twenty fifth and twenty sixth days of April in the year One thousand eight hundred and twenty eight the release being of three parts and made or expressed to be made between Samuel Pullein then of Manchester in the County Palatine of Lancaster Gentleman of the first part the said Joseph Atkinson of the second part and David Richmond of Laverton in the said County of York Gentleman of the third part for the Consideration in the said indenture of release expressed the Closes pieces or parcels of land hereditaments and premises hereinafter described and intended to be hereby appointed granted and released with the appurtenances along with other hereditaments and premises were appointed granted released conveyed and assured unto and to the use of the said Joseph Atkinson his appointees heirs and assigns by and under such limitations over and in manner expressed in the said Indenture of Release **And whereas** the said James Tennant hath contracted and agreed with the said Joseph Atkinson for the absolute purchase of the said Closes pieces or parcels of Ground and hereditaments with their appurtenances hereinafter mentioned and intended to be hereby appointed and released for the price or sum of four hundred and seventy pounds five **From this Indenture witnesseth** that in pursuance of the said recited contract and agreement and in Consideration of the sum four hundred and seventy pounds five of lawful money of Great Britain to the said Joseph Atkinson in hand well and truly paid by the said James Tennant at or before the Sealing and delivery of these presents the receipt whereof the said Joseph Atkinson doth hereby acknowledge ?? of and from the same Sum and every part thereof doth acquit release exonerate and discharge the said James Tennant his heirs and executors administrators and assigns and every of them for ever by these? presents. **He** the said Joseph Atkinson (by Virtue and in pursuance and in exercise and execution of all and every or any power and powers or authority and

authorities whatsoever in any wise vesting in or enabling him the said Joseph Atkinson in this behalf hath directed limited and appointed and (by this present deed or instrument in writing signed sealed and delivered or legally executed by him the said Joseph Atkinson in the presence of and attested by two or more credible witnesses) doth absolutely and irrevocably direct limit and appoint That all and Singular the said Closes pieces parcels of land hereditaments and premises hereinafter described with the appurtenances shall henceforth remain continue and To the Uses upon the trusts and for the Intents and purposes hereinafter declared or expressed concerning the same And this Indenture also witnesseth that in further pursuance of the said recited Contract and agreement and for the Considerations aforesaid And also for consideration of the Sum of ten shillings of lawful money of Great Britain to the said Joseph Atkinson in hand paid by the said James Tennant at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged he the said Joseph Atkinson hath granted bargained aliened released and confirmed And by these presents doth grant bargain sell alien release and confirm unto the said James Tennant his heirs and assigns (in the actual possession of the said James Tennant now being) by virtue of a Bargain and Sale made to him thereof made by the said Joseph Atkinson in consideration of five shillings by Indenture bearing date the day next before the day of the date of these presents for one whole year commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into possession All those two Closes or parcels of land called or known by the Name of Hogza Hill laying on the West side of the Road leading from Kirkby Malzeard to Lofthouse containing by estimation ten acres one rood and twenty five perches be the same more or less being part of an Allotment of land containing by estimation seventeen acres two roods and two perches allotted and awarded to Thomas Atkinson on the Inclosure of Laverton Moor and Galwhay Moor late in the tenure or occupation 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 and awarded to Thomas Ashby on the Inclosure and division of the said Moors, adjoining to Peter 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 two roods more or less heretofore in the occupation of the said Thomas Ashby (of whom the said Thomas Atkinson purchased the same) his tenants or assigns and late in the occupation of Edward Allanson as tenant And also all the Dwellinghouse, Barn and Stable lately erected and built by the said Joseph Atkinson on the said Allotments All which said Closes or parcels of Land Allotment hereditaments and premises are situate lying and being in Laverton in the Parish of Kirkby Malzeard in the said County of York and now in the occupation of John Johnson as tenant thereof to the said Joseph Atkinson **Or** howsoever otherwise the said Closes pieces or parcels of land hereditaments and premises or any of them heretofore were or was or now are or is situated described tenanted called known or distinguished Together with all new and other houses outhouses edifices buildings barns stables lights yards gardens orchards backsides trees woods underwoods commons hedges ditches walls mounds fences ways waters water courses easements profits privileges liberties commodities advantages emoluments appendages and appurtenances whatsoever to the said Closes pieces or parcels of land hereditaments and all other the premises hereinbefore mentioned and intended to be hereby appointed granted and released or otherwise conveyed and assured or any part or parcel thereof belonging or otherwise appertaining And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part and parcel thereof And all the estate right title interest use trust inheritance property possession possibility claim and demand whatsoever both at Law and in Equity of him the said Joseph Atkinson of in to out of or upon the said hereditaments and premises and every or any part or parcel thereof with the appurtenances And all deeds writings evidences whatsoever relating to or concerning the same **To have and to hold** the said Closes pieces or parcels of land hereditaments and all and singular other the premises hereinbefore mentioned and intended to be hereby appointed granted and released and every part and parcel thereof with their and every of their rights members and appurtenances unto the said James Tennant his heirs and assigns **To the uses** upon the Trusts and for the intents and purposes hereinafter declared or expressed of and concerning the same that is to say **To such Uses** upon such trusts for such intents

*and purposes and with under and subject to such powers provisos conditions declarations and agreements and in such manner and form as the said James Tennant by any deed or Deeds to be by him signed sealed and delivered or legally executed shall from time to time or at any one time direct or appoint And in default of and until such direction or appointment and so far as any such direction or appointment shall not extend To the Use of the said James Tennant and his assigns during his natural life And from and after the determination of the estate by any means in his lifetime Then to the Use of the said Richard Greaves and his heirs during the life of the said James Tennant Upon Trust for him and his assigns And from and after the expiration or other determination of the said Uses and Estates*

**Signed** *Sealed and delivered (being first duly stamped) by the within named Joseph Atkinson and James Tennant in the presence of*

*John Shields  
Robert Summersgill*

*Resigned resealed and redelivered by the within named Joseph Atkinson for the purpose of Reregistering in the presence of*

*John Shields  
Geo Bell Jones*

*Received on the Day and Year first within written of and from the within named James Tennant the Sum of Four hundred and seventy pounds(sic) of lawful Money of Great Britain being the full Consideration or purchase money within mentioned to be paid by him to me £475*

*As Witness my Hand  
Jos'h Atkinson*

*Witnesses:-*

*John Shields*

*Robert Summersgill*

*A Memorial of the within written Deed was registered at Wakefield the thirtieth Day of May Eighteen Hundred and Twenty Eight near Twelve at Noon. Book KE? Page 521 and Number 446*

*?J? Stephenson, Depty Reg.*