

Release of a Farm at Dallagill in the County of York

Mr Joseph Atkinson to Mr James Tennant and his Trustee

Dated 13th May 1828

Then to the use of the said James Tennant his heirs and assigns for ever and to and upon or for no other use trust intent or purpose whatsoever **And** the said Joseph Atkinson doth hereby for himself his heirs executors and administrators covenant and agree with the said James Tennant his appointees heirs and assigns That (notwithstanding any Act deed matter or thing whatsoever made done committed or suffered to the contrary by him the said Joseph Atkinson or by any person or persons claiming under or in trust for him he the said Joseph Atkinson is the lawful and rightful freehold Owner and proprietor and now hath in himself good right and full and absolute power and authority to appoint grant release convey and assure the said Closes pieces or parcels of land hereditaments and premises hereby appointed granted and released or intended so to be with the appurtenances To the Uses and in manner aforesaid **And** also that it shall and may be lawful for the said James Tennant his appointees heirs and assigns from time to time and at all times for ever hereafter to enter into and upon have hold occupy and enjoy and receive take and retain the rents and profits of the same Closes pieces or parcels of Land hereditaments and premises and every part thereof with their appurtenances without any let suit trouble interruption or denial whatsoever of from or by him the said Joseph Atkinson or his heirs or any other person or persons whomsoever rightfully claiming by from through under or in trust for him them or any of them **And** that free and clear of and from all former adverse and other estates titles troubles charges lieus and incumbrances whatsoever already or hereafter to be had made done committed or suffered by the said Joseph Atkinson or his heirs or any person or persons whomsoever rightfully

claiming or to claim by from through under or in trust for him them or any of them **And** moreover that he the said Joseph Atkinson and his heirs and all and every person or persons whomsoever rightfully claiming or to claim any estate right title trust or interest of in to out of or upon the said Closes pieces or parcels of Ground hereditaments and premises hereby appointed granted and released or intended so to be or any part thereof with the appurtenances by from under or in trust for him or them shall and will from time to time and at all times hereafter upon every reasonable request and at the Costs and Charges in all things of the said James Tennant his appointees heirs or assigns make do and execute or cause or procure to be made done and executed all such further and other lawful and reasonable acts deeds conveyances and assurances in the Law whatsoever for the further better and more effectually or satisfactorily appointing granting or releasing conveying confirming and assuring the said hereditaments and premises with the appurtenances To the Uses herein before declared or expressed of or concerning the same according to the true intent and meaning of these presents Be the same by Fine Recovery or any other matter of Record or otherwise howsoever as by the said James Tennant his appointees heirs or assigns or his or their Counsel in the Law shall be reasonably devised or advised and required and be tendered to be made done and executed **And it is hereby agreed and declared by and between the said parties hereto that all and every person and persons in whom any term or terms for years affecting the said hereditaments and premises hereinbefore described and hereby appointed granted and released or mentioned or intended so to be or any part thereof now is or shall or may become vested shall henceforth stand seized and be possessed of and interested in such Term or Terms In Trust in the first place for the said James Tennant his heirs and assigns in order that the same may be assigned and disposed of as he or they shall direct and appoint and be subservient to the trusts and powers hereinbefore expressed and declared And subject thereto In Trust to permit the same to attend wait upon and go along with the freehold Reversion and Inheritance of the said hereditaments and premises in order to protect the same from all mesne Charges and Incumbrances if any such there be **And Lastly this Indenture witnesseth** that for the Considerations aforesaid and for the production of the Original Deeds and Writings relating to the Title of the said Closes pieces or parcels of Land**

hereditaments and premises the said Joseph Atkinson doth hereby for himself his heirs executors and administrators covenant promise and agree with and to the said James Tennant his appointees heirs and assigns that he the said Joseph Atkinson his heirs or assigns shall and will unless prevented by Fire or other inevitable accident at all times and from time to time upon every reasonable request and at the Costs and Charges of the said James Tennant his appointees heirs or assigns produce and shew forth or cause to be produced and shewn forth unto him or them or to his or their Counsel Solicitor or Agent or in any Court of Law or Equity in Great Britain or upon any Examination of Witnesses or otherwise and upon every reasonable occasion all and every the Deeds and Documents of Title in the Schedule hereunto annexed and to permit Copies and Abstracts or Extracts to be made or taken of or from the same for the better evidencing maintaining and proving the Estate right and title of the said James Tennant to the said Closes pieces or parcels of Land hereditaments and premises with the appurtenances and shall and will in the meantime keep and preserve the said Deeds and Documents safe perfect and uncanceled (accidents by fire or otherwise only excepted). In witness whereof the said parties to these presents have hereunto set their Hands and Seals the Day and Year first herein written.

The Schedule *above referred to*

15th & 16th July 1821

Indentures *of Lease and Release both made between the said Joseph Atkinson of the one part and Edward Richardson of the other part*

1st & 2nd Jan'y 1824

Indentures *of Lease and Release the latter made between the said Joseph Atkinson and Stephen Atkinson Linendraper of the one part and Joseph Acomb, Gentleman of the other part*

21st & 22nd March

Indentures of Lease and Release the latter made between the said Joseph Atkinson of the first part and the said Edward Richardson of the second part Thomas Acomb Gentleman of the third part the said Joseph Acomb of the fourth part and Samuel Pullein Esquire of the fifth part

25th & 26th Ap'l 1828

Indentures of Lease and Release the latter made between the said Samuel Pullein of the first part the said Joseph Atkinson of the second part and the said David Richmond of the third part

Jos'h (Seal) Atkinson

Ja's (Seal) Tennant