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Abstract of the Title

-of-

THE PERSONAL REPRESENTATIVES OF
ANNIE ELIZABETH PEARSON deceased
to a messuage and farm house and
land known as Hoggerston Hill
situate at Laverton in the County
of York

Edmundson & Gowland,
RIPON

11th June 1917 BY WILL of this date JOHN TENNANT of South Terrace in the City of Ripon Gentleman thereby revoked all former Wills and APPOINTED his wife Mary Emma Tennant and his son Robert Percy Tennant to be the Exors of that this will After certain pecuniary and specific bequests Testator GAVE DEVISED and BEQUEATHED all the rest residue and remainder of his real and personal estate whatsoever and wheresoever unto and to the use of the sd Mary Emma Tennant and Robert Percy Tennant (thrnar called his Trustees) UPON TRUST to sell and convert his personal estate and out of the proceeds realized thrby and of the ready money of which he shd die possessed to pay his funeral and testamentary expenses and debts and the legacies bequeathed by that his Will and to invest the balance remaining in their hands in any secty authorized by law for the investments of trust funds and to stand possessed of such investments and of his real estate IN TRUST to pay the income throf to his sd wife Mary Emma Tennant during her life as therein mentioned.

EXECUTED by the sd Testator and attested.

10th July 1929 The sd John Tennant died on this date.
24th September 1929 WILL proved in the Principal Probate Registry of the High Court of Justice on this date by the sd Mary Emma Tennant widow the relict and Robert Percy Tennant son of deceased the exors named in the sd Will.

17th October 1929 BY CONVEYANCE of this date made between Mary Emma Tennant of South Terrace Ripon in the County of York Widow and Robert Percy Tennant of South Terrace afsd Commercial Traveler (thrnar called "the Vendors") of the one part and John William Pearson of Wakehill Grantley in the sd County Farmer and Annie Elizabeth Pearson his wife (thrnar called "the Purchasers") of the other part.

RECITING the death of the sd John Tennant his Will and proof throf.
AND RECITING the sd John Tennant was at the date of his death the estate owner in respect of the fee simple of the ppty thrby convd free from incumbs.
AND RECITING the Vendors as such Personal Reps as afsd had agreed with the Purchasers for the sale to them for the sum of £800 if the fee simple of the sd ppty thrby convd free from incumbs.
AND RECITING the Vendors had not given or made any assent or conveyance in respect of any legal estate in the sd ppty thrby convd.

THEN in prsce of the sd agreement and in conson of the sum of £800 then paid by the Purchasers to the Vendors out of monies belonging to them on a joint account (the rect etc)

IT WAS WITNESSED as follows:-

1. the Vendors as Personal Reps of the sd John Tennant decd thrby conveyed unto the Purchasers
ALL THAT messe or farmhouse together with the two closes or parcels of land commonly known as Hoggerston Hill situate in the Township of Laverton in the County of York and contg in the whole 18 acres or thrbts All which sd prems were more parly descrd in the Schedule thrto.

TO HOLD the same

UNTO the Purchasers as joint tenants in fee simple.

2. The Purchasers shd stand possessed of the ppty thrby assured upon trust to sell the same with power at discretion to postpone any such sale and shd stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits until sale (after payment of rates taxes costs of insurance repairs and outgoings) In trust for the Purchasers as joint tenants beneficially.
3. All the powers which are by the Settled Land Act 1925 or Section 66 of the Law of Ppty Act 1925 made exercisable with the leave of the Court shd for the ppse of those presents be exercisable at the discretion of the Trustees for sale without any Order of the Court a Mtgee shall not be concerned to see for what ppse money is raised and any person dealing for money or moneys worth may assume that all transactions not authorized under any statutory power shall have been duly authorized by the persons beneficially interested.
4. ACKNOWLEDGMENT by the Vendors of the right of the Purchasers to the production of the Probate of the Will of the sd John Tennant dated the 24th September 1929 and to delivery of copies and undertaking for safe custody throf.

THE SCHEDULE above referred to:-

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 10a. 1r. 25p. be the same more or less being part of an allotment of land contg by estimation 17a. 12r. 2p. allotted and awarded to Thomas Moor AND ALL THAT allotment or parcel of land laying 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 sd moors adjg to Peter Atkinson's Allotment on or towards the North to George Wood's allotment on or towards the East and to the sd Road on or towards the South and West contg by estimation 7a. 2r 0p. more or less AND ALSO ALL THAT dwghse barn and stable erected and built by Joseph Atkinson on the sd Allotment All which sd closes or parcels of land allotments and premises are situate lying

THE SCHEDULE above referred to:- (continued)

lying and being in Laverton in the Parish of Kirkby Malzeard in the County of York.
EXECUTED by the Vendors and the sd J. W. Pearson and attested.
REGISTERED at Wakefield on the 1st November 1929
in Vol. 134. Page 531. No. 184.

11th September 1934 BY WILL of this date John William Pearson of Crosshills Grantley in the County of York Farmer REVOKED all former Wills and APPOINTED his wife Annie Elizabeth Perason, Frederic Stockton Gowland of the City of Ripon Solicitor and William Watson of Redmire Farm, Grantley afsd Farmer to be the exors and trustees of that his Will and Testator GAVE AND BEQUEATHED all his ppty both real and personal to his Trustees IN TRUST as to his real estate to receive the rents and profits throf and to keep the same in tenantable repair and to pay the balance of such rents and profits to his sd wife during her life and from and after the decease of his sd wife (inta alia) DEVISED his farm called Hoggerston Hill to Harriet Barker of Grey Green Farm, Dallowgill in fee simple.

Executed by the Testator and attested.

20th October 1934 The sd John William Pearson died on this date.
11th December 1934 WILL proved in the Principal Probate Registry of the High Court of Justice on this date by Annie Elizabeth Pearson of Crosshills afsd Widow the relict of decd Frederic Stockton Gowland of the City of Ripon solicitor and William Watson of Redmire Farm, Grantley afsd Farmer the exors named in the sd Will.

*Examined with
Probate at sm
offices 16th Sept
1954. Edmundson
& Gowland, Ripon*

REGISTERED at Wakefield on the 20th April 1942
in Vol. 22. Page 471. No. 216.

21st February 1936 BY WILL of this date Annie Elizabeth Pearson of Crosshills Grantley near Ripon in the County of York Widow after revoking all former Wills APPOINTED her friends Thomas Kirkley of Cross Hills afsd and Frederic Stockton Gowland of Ripon afsd Solicitor to be the exors and trustees of that her Will.

EXECUTED by the sd Testatrix and attested.

23rd February 1942 The sd Annie Elizabeth Pearson died on this date.
1st April 1942 WILL proved in the Principal Probate Registry of the High Court of Justice by the sd Thomas Kirkley and Frederic Stockton Gowland the exors named in the sd Will.

*Examined with
Probate as before*

REGISTERED at Wakefield on the 4th May 1942
in Vol. 25. Page 107. No. 52.

7th October 1942 Adjudicated BY DEED OF CONFIRMATION of this date made between Thomas Kirkley of Crosshills Grantley near Ripon in the County of York Famer of the 1st part Frederic Stockton Gowland of the City of Ripon Solicitor and William Watson of Redmire Farm, Grantley afsd Farmer of the 2nd part the

sd Thomas Kirkley and the said F. S. Gowland of the 3rd part.

RECITING:-

- (1) the hrnbfe abstd Conveyance of the 17th October 1929.
- (2) The hrnbfe abstd Will of the sd J. W. Pearson.
- (3) The death of the sd J. W. Pearson and proof of his sd Will.
- (4) The Trustees under the Will of the sd J. W. Pearson administered the estate on the assumption that he was absolute owner of the sd farm known as Hoggerston Hill whereas in fact his widow on his death had become entitled to absolute owner thereof as survivor in a joint tenancy.
- (5) The hrnbfe abstd Will of the sd A. E. Pearson.
- (6) The death of the sd A. E. Pearson and proof of her sd Will.
- (7) Since the death of the sd A. E. Pearson it had been ascertained that she was in fact absolutely entitled in law to the prems thrbfe mentd in fee simple and therefore the sd ppty did not pass under the thrbfe in part recited Will of the sd J. W. Pearson and was then vested in the exors of the sd A. E. Pearson.
- (8) The sd T. Kirkley being of the opinion that the sd J. W. Pearson and A. E. Pearson at the dates of their respive Wills believed that the sd Farm known as Hoggerston Hill had been convd to the sd J. W. Pearson alone and that the devise of the sd farm by the sd J. W. Pearson expressed the wishes of the sd J. W. Pearson and A. E. Pearson was desirous of giving effect to the sd devise as thrbfe expressed.
- (10) The sd T. Kirkley and F. S. Gowland as exors under the Will of the sd A. E. Pearson had made provision out of other portions of her residuary estate for the payment of the debts funeral and testamentary expenses and legacies charged on the residuary estate and had not assented to themselves as trustees for sale.

IT WAS WITNESSED and the sd Thomas Kirkley thereby DECLARED:-

- (1) That his legal estate in the sd ppty known as Hoggerston Hill to which he was entitled as afsd shd go and devolve in such manner as may be requisite for legally confirming the interest capable of subsisting as legal estates expressed to have been created by the Will of the sd J. W. Pearson which would have been legal if those interests had in the first instance been validly created.
- (2) The sd T. Kirkley having regard to his conviction of the intentions of the sd J. W. Pearson and the sd A. E. Pearson at the dates of these respective Wills was desirous of waiving any claim which he may have as residuary devisee of the sd farm known as Hoggerston Hill and of giving effect to the devise of the sd farm.
- (3) The sd Thomas Kirkley thereby authorized and directed the Executors of the sd J. W. Pearson to make such assent in respect of the sd farm known as Hoggerston Hill as may be necessary or expedient for carrying out the sd devise contd in the sd Will of the sd J. W. Pearson decd

and thereby covtd with the parties of the second and third parts with a view to giving the parties of the second part a full and sufficient indemnity (but not further or otherwise) that he the sd Thomas Kirkley and his successors in title would duly observe the provisions contd in the sd Will of the sd J. W. Pearson and that he would keep the parties thrto and each of them and their and his exors and admors indemnified against all actions proceedings damages claims and demands in respect of the sd covts as afsd.

EXECUTED by the sd T. Kirkley and F. S. Gowland and attested.
REGISTERED at Wakefield on the 12th December 1942
in Vol. 72. Page 731. No. 339.