

An Agreement made the eleventh day of
January One thousand eight hundred and ninety four **Between John Lumley** of
Sawley near Ripon in the County of York Farmer & **Henry Calvert** of Masham
in the said County, Solicitor and **Peter Braithwaite** of Ripon aforesaid
Auctioneer (hereafter called the Vendors) of the one part and **The Right
Honorable John Richard Brinsley Lord Grantley** Baron of
Markenfield in the County of York (hereafter called the Purchaser) of the other
part as follows:

1. **The** Vendors agree to sell and the Purchaser agrees to purchase the hereditament described in the Schedule hereunder written and the inheritance thereof on fee simple in possession (subject to the existing tenancy and to all easements (if any) affecting the same but otherwise free from incumbrances at the price of **Two thousand one hundred and ninety pounds** to include all timber and trees upon the premises)
2. **The** purchase shall be completed on the twenty sixth day of March One thousand eight hundred and ninety four at the Offices in Ripon of Mess's **Henry Calvert & Son** the Vendor's Solicitors and the purchasers shall from that day be entitled to the possession or the receipt of the rents and profits of the said premises all outgoings up to that day being cleared by the Vendor, if from any cause whatever other than the wilful default delay or neglect of the Vendors or their Solicitors the Purchase shall not be completed and the purchase money paid on the said twenty sixth day of March next the purchaser shall pay to the Vendors interest on the purchase money remaining unpaid after the rate of **Four pounds per Cent per Annum** from that day until the completion of the purchase.
3. **The** title to the whole of the premises shall commence with an Indenture made the first day of May One thousand eight hundred and forty seven between **Anthony Lumley** of the one part and **Thomas Carter** of the other part being a Mortgage by the said **Anthony Lumley** to the said **Thomas Carter** for securing a sum of **Two thousand pounds**.
4. **The** Purchaser shall not require any evidence of the identity of the property as described in the Agreement with the property described in the abstracted documents other than such as is afforded by a comparison of the descriptions in this Agreement and such documents respectively and a Statutory Declaration which will be furnished to him if he requires it at his own expense that the property has been continuously held consistently with the title shown by the Abstract during the last **Twenty** years.

5. **The** description of the property in the Schedule hereto is believed and shall be deemed to be correct and no objection shall be made or compensation claimed on account of any error of the description as to quantity or otherwise if any such shall be found.
6. **All** objections and requisitions in respect of the title or the Abstract or the description of the property in the Schedule hereto shall be stated in writing and be sent to the Office of the Vendor's Solicitors within twenty eight days from the delivery of the Abstract and all objections and requisitions not sent within that time shall be considered to be waived and if the Purchaser shall insist on any objection of requisition which the Vendor's shall be unable or unwilling on the ground of heavy expense or for other reasonable cause to remove or comply with the Vendors shall be at liberty notwithstanding any intermediate negotiation in respect thereof or any attempt to remove or comply with the same by notice in writing to rescind this Agreement and the Purchaser shall within seven days of receipt of such notice return to the Vendors the Abstract of Title and any other papers in his possession belonging to the Vendors and he shall have no claim on the Vendors for costs or otherwise But the Purchaser may within seven days after receiving the notice to rescind withdraw the objection or requisition in which case the notice to rescind shall be deemed to be withdrawn also.
7. **Upon** payment of the purchase money at the time and in manner aforesaid the Vendors (who are Trustees) and all other necessary parties (if any) shall make and execute to the Purchaser a proper assurance of the premises to be prepared by and at the expence of the Purchaser and to be left at the Offices aforesaid at least seven days before the day appointed for completion. The concurrence of the persons beneficially interested in the purchase money shall not be required unless it shall be necessary to complete the title.
8. **Certain** Indentures dated respectively the thirty first May One thousand eight hundred and fifty five the seventeenth October One thousand eight hundred and sixty one the twenty seventh June One thousand eight hundred and seventy two and the fourteenth November One thousand eight hundred and seventy five which relate to the fee simple of other lands of the Vendors and affect the equity of redemption only of the land comprised in the Schedule ???? will be retained by the Vendors and they or their nominees

will give to the Purchaser an acknowledgement of the right to production and delivery of copies of the same Indentures and an Undertaking for their safe custody such acknowledgement and Undertaking to be prepared by and at the cost of the Purchaser but to be perused and executed by the Vendors or their Nominee at their expense.

As Witness *the hands of the said parties.*

The Schedule *hereinbefore referred to*

All that Messuage or farm house with the outbuildings and homestead belonging thereto and known by the name of High Skelden with the several closes or parcels and allotments of land used and occupied therewith formerly in the possession of Anthony Lumley afterwards of John Lumley and now in the occupation of Robert Stevenson all situate in the township of Skelden otherwise Skelding in the Parish of Ripon in the West Riding of the County of York and shown on the plan hereto annexed being thereon colored Green formerly estimated to contain about 60 Acres but found by a late Ordnance Survey to contain 63a. 3r. 8p. more or less All which said premises are comprehended in an ancient description of All that dwellinghouse with the Gardens and Garths and the barns stables and outbuildings thereunto belonging containing including the sites of the buildings 1a. 1r. 4p. more or less And all those Closes or parcels of land lying near to the said Dwellinghouse and now or lately commonly called or known by the several names and containing according to a former admeasurement the several quantities hereinafter mentioned be the same respectively more or less that is to say House Close 3a. or. 25p. Hell Close 2a. or. 33p. Half Acre 6a. or. 7p. Crooked piece 3a. 1r. 5p. Sour Mire 3a. or. 5p. Steward Close 3a. 2r. 6p. Bothram Field 6a. or. 33p. Cherry Corner 1a. 3r. 36p. Little Field 3a. or. 2p. New Close 1a. 2r. 22p. High Field Top 2a. 2r. 14p. Reynard Stripe 1a. 2r. 27p. and Low Bottom 2a. 1r. 36p. And all those Allotments or parcels of Land known by the several names and containing the several quantities following that is to say Red Way Allotment 3a.2r.36p. Bull Park Field 7a. 1r. 27p. Back

Part in House Close 3a. 1r. 17p. and the Moor Allotments
17a. or. op. heretofore parcel of Skelding Moor or Common or sometimes
since allotted and awarded to Anthony Lumley.

Witness
M. J. Cundall

John Mason
Agent for the above named Lord Grantley



