

Abstract of the Title of the surviving  
Devisee in Trust under the Will of Mr Richard  
Weatherhead deceased, to a freehold estate  
called "Vicar Pasture" in Dallowgill in the Parish  
of Kirkby Malzeard in the West Riding of the  
County of York

?? April 1857

Indenture of this date made between William Almack  
of West Tanfield in the County of York Shop keeper  
of the 1<sup>st</sup> part John Calvert of Masham in the said  
County Gentleman and William Gill of West Tanfield  
aforesaid Yeoman of the 2<sup>nd</sup> part Peter Burrill of  
Swetton in the Parish of Kirkby Malzeard in the said  
County Farmer and Susannah his wife of the 3<sup>rd</sup> part  
and Richard Weatherhead of Brimham Rocks near  
Pateley Bridge in the said County of the fourth part  
whereby

After reciting that by an Indenture bearing  
date the 6<sup>th</sup> day of July 1854 and made between  
Thomas Knight therein described of the first part  
the said Peter Burrill of the second part and the  
said William Almack of the third part after reciting  
that there was then due and owing to the said  
Thomas Knight the sum of £1600 upon and by virtue  
of a mortgage to him granted but that all interest  
for the same up to the day of the date thereof had  
been fully paid and satisfied And also reciting that  
the said Thomas Knight had called in and required  
payment of the said sum of £1600 and that the said  
Peter Burrill not being provided with money of his  
own had applied to and requested the said William  
Almack to advance and lend him the sum of £1600  
for that purpose and to answer his other occasions  
which the said William Almack had agreed to do on  
having the repayment with Interest secured to him  
in manner therein mentioned. It was witnessed that  
in consideration of the sum of £1600 to the said  
Thomas Knight paid by the said William Almack  
at the request and by the direction of the said  
Peter Burrill testified as therein mentioned in full  
satisfaction of all monies due and owing to him the  
said Thomas

Knight upon his said security the receipt thereof was acknowledged And also in consideration of £200 at the same time paid to the said Peter Burrill by the said William Almack the receipt whereof was thereby acknowledged He the said Thomas Knight (by the direction of the said Peter Burrill) Did thereby bargain sell and release and the said Peter Burrill did grant and release and confirm unto the said William Almack and his heirs all and singular the Messuage or Tenement close of Land hereditaments and premises thereafter described and intended to be thereby granted conveyed and released To hold the same with the appurtenances unto the said William Almack his heirs and assigns for ever Subject nevertheless to a proviso therein contained for redemption on the same premises on payment by the said Peter Burrill his heirs executors and administrators or assigns unto the said William Almack his executors administrators or assigns of the sum of £1800 and interest as therein mentioned

**And reciting** that an Indenture bearing date the 21<sup>st</sup> day of August 1856 and made between the said Peter Burrill of the one part and the said John Calvert and William Gill of the other part It was witnessed that in consideration of £200 to the said Peter Burrill paid by the said John Calvert and William Gill he the said Peter Burrill did grant bargain sell release and confirm unto the said John Calvert and William Gill and their heirs (inter alia) all and singular the Messuage or Tenement closes of Land hereditaments and premises thereafter described and intended to be thereby granted conveyed and released. To hold the same with the appurtenances unto the said John Calvert and William Gill their heirs and assigns subject to a proviso therein contained for redemption of the same premises on payment by the said Peter Burrill his heirs executors and

administrators unto the said John Calvert and William Gill their executors administrators or assigns of the sum of £200 with Interest as therein mentioned

**And stating** that the said principal sum of £1800 then remained due and owing to the said William Almack and the said principal sum of £200 also then remained due and owing to the said John Calvert and William Gill upon and by virtue of the thereinbefore in part recited Mortgage securities of the 6<sup>th</sup> day of July 1854 and the 21<sup>st</sup> day of August 1856 but all Interest thereon respectively had been paid and satisfied up to the day of the date thereof

**And stating** that the said Richard Weatherhead had contracted and agreed with the said Peter Burrill for the absolute purchase of the messuage or Tenement closes of Land and hereditaments thereafter particularly mentioned and intended to be thereby granted conveyed and released with the appurtenances and the fee simple and inheritance thereof and in possession free from all incumbrances and charges whatsoever (except the Tithe Commutation Rent Charge if any charged thereon and the annual sum of Three pence payable to John Bacon Sawrey

Morritt Esq) at or for the price or sum of  
£2300

**And stating** that on the treaty for the said purchase it was agreed that the said sum of £1800 so due and owing on the thereinbefore part recited Indenture of the sixth day of July 1854 and that the said sum of £200 so due and owing on the said thereinbefore in part recited Indenture on the twenty first day of August 1856 should be respectively paid off and that the said parties thereto of the first and second parts respectively should join in the Conveyance of the said Messuage or Tenement Closes of Land and hereditaments as thereafter mentioned

**And stating** that the said Susannah the Wife of the said Peter Burrill in order to enable the said Peter Burrill to perform the said contract had consented to release her right to Dower out of the said messuage tenement closes of Land and hereditaments and for that purpose to concur with him in the said Conveyance thereafter contained

**It was witnessed** that in consideration of £1800 paid by the said Richard Weatherhead to the said William Almack party thereto of the first part at the request etc of the said Peter Burrill (testified etc) the receipt and payment etc And also in consideration of £200 paid by the said Richard Weatherhead to the said John Calvert and William Gill parties thereto the 2<sup>nd</sup> part the receipt etc And also in consideration of £300 paid by the said Richard Weatherhead to the said Peter Burrill the receipt and payment etc making together the said purchase money or price of £2300 They the said William Almack John Calvert and William Gill parties thereto of the first and second parts at the request etc of the said Peter Burrill testified etc did and each of them did thereby grant convey release and

confirm unto the said Richard Weatherhead his heirs and assigns

All that messuage tenement or dwellinghouse with the Barns Stables and other outbuildings thereto belonging And also all those several closes or parcels of Arable meadowland pasture land commonly called or known by the several names of Holme close, Little close, Middle Close, High Close, Rape Close, Near Allotment, Middle Allotment, Far Allotment, Far Field, High Field, High Pasture, Calf Garth, Middle field, Lady Hill, Low Pasture, Low Stand, Low Bottom, The Hill and Little close containing together by admeasurement 79 acres and 30 perches bounded on the East by lands of John Bacon Sawrey

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Morritt Esquire on the West by Swetton Common on the North by the lands of the said John Bacon Sawrey Morritt Esquire on the South by Lands then lately belonging to Mrs Lawrence deceased but then of the Earl of Ripon All which said premises were situate lying and being in Dallowgill in the Parish of Kirkby Malzeard aforesaid and commonly called or known by the name of "Vicar Pasture" otherwise Riddings and then or late in the possession and occupation of the said Peter Burrill

Together with the appurtenances

And the reversion etc

And all the estate etc

And all Deeds etc

**To hold** the said Messuage or tenement closes of Land hereditaments and premises unto and to the use of the said Richard Weatherhead and his heirs

To the only proper use and behoof of the said Richard Weatherhead his heirs and assigns for ever freed and discharged of and from the said Mortgage: Debts of £1800 and £200 thereinbefore mentioned and all Interest for the same respectively and all trusts estates Mortgages Debts and incumbrances whatsoever

**Declaration** by the said Richard Weatherhead in bar of Dower

**Covenant** by the said parties thereto of the first and second parts for themselves severally and respectively and for their several and respective heirs executors and administrators and so far as concerned their own acts and deeds only with the said Richard Weatherhead his heirs and assigns That they had done no act to incumber

**Covenants** by the said Peter Burrill for himself his heirs executors and administrators with the said Richard Weatherhead his heirs and assigns; that he or the said parties thereto of the 1<sup>st</sup> and 2<sup>nd</sup> parts or some or one of them had good right to grant for peaceable enjoyment - free from incumbrances - and for further assurance

Executed by all parties and duly attested  
Receipt for consideration money (£200)  
endorsed signed by the said John Calvert and William Gill and witnessed

Receipt for consideration money (£300)  
endorsed signed by the said Peter Burrill and witnessed

Memorandum of the acknowledgement by the said Susannah Burrill pursuant to the Fines and Revenues Abolition Act endorsed and signed by five perpetual Commissioners

Registered at Wakefield the 27<sup>th</sup> April 1857  
in Book T.S. page 201 Number 248

?? August 1877      The said Richard Weatherhead then of Summer Bridge in the County of York made his last Will and Testament of this date whereby after appointing his wife Hannah Weatherhead, Joseph Kirkley of North Pasture near Sawley in the said County Farmer and Samuel Ward of Hartwith near Ripley in the said County Farmer to be the Trustees and Executors thereof And after bequeathing his household furniture and other personal chattels and a legacy of £20 to his wife he bequeathed to her an annuity of £100 sterling to be paid half yearly on the 6<sup>th</sup> day of April and the 11<sup>th</sup> day of October during her life, the first of such half yearly payments to be made on such of the said days as should happen next after his (the said testator's) decease  
And the said testator also  
                 bequeathed to Ann Batty (the Daughter of Eliza Pearson) then residing with him a Legacy of £300 to be paid to her free from Legacy Duty at the expiration of six Calender months next after his (the testator's) decease and he also bequeathed to the said Eliza Pearson an annuity of £40 to be paid half yearly on

the 6<sup>th</sup> day of April and the 11<sup>th</sup> day of October during the life of his (the said testator's) wife the first of such half yearly payments to be made on such of the said days as should happen next after his (the said testator's) decease

And the said testator

gave devised and bequeathed to his said wife and the said Joseph Kirkley and Samuel Ward (who and the survivors and survivor of them and other the trustees and trustee for the time being of that his will were and was thereafter referred to as "his said Trustees")

All his messuages lands tenements hereditaments and premises wheresoever situate and of whatever tenure the same might be [and all the residue of his personal estate]

Upon trust for sale and conversion and investment of the proceeds of his personal estate as in the said Will is mentioned

And from and after the decease of his said wife

Upon trust to sell all his real and leasehold estates together or in parcels by public auction or private contract with power to make any special conditions as to title or evidence of title or otherwise and with power to buy in the premises at any public sale or to rescind either on terms or gratuitously any contract and to resell without being answerable for any consequence loss and to convey and assure the premises so sold to the purchaser or respective purchasers thereof and to give all necessary receipts relating thereto



The said testator empowered his said trustees to give receipts for all moneys and effects to be paid to them by virtue of his Will and he declared that such receipts should exonerate the persons taking the same from all liability to see to the application or disposition of the money or effects therein mentioned

Executed by the testator in the presence of and attested by two witnesses

Testator died 7<sup>th</sup> December 1877

Will proved in the Principal Registry of the Probate Division of the High Court of Justice 25<sup>th</sup> March 1878 by Samuel Ward one of the surviving Executors therein named

Probate registered at Wakefield 19<sup>th</sup> May 1885 in Volume 12 page 243 and Number 120

1885            The testator's Widow Susannah\* Weatherhead died and was interred at Summer Bridge Hartwith in the County of York

\* Hannah?

Transcribed by Sheila K Douglas from  
The Making of Mashamshire's Edmundson and Gowland papers