

DD 67 (BRA 754)

This collection was tied in bundles which appear to relate to geographical areas.

Some documents were tied together. As the tied documents did not always appear to be related they have been put in what seemed to be the appropriate place, but a note has been made of the original position.

Nos 54-70-71 were tied together Nos 59-65-89 were tied together

Bundle 1

1: blank day of blank 43rd George 3rd 1803, remade.

Indenture between Mathew Wilkinson of Leeds, dyer, 1st; James Wilkinson of same, dyer (in trust for Mathew Wilkinson of purchasing the tenements and hereditaments hereinafter described) 2nd; Wm. Norris the Younger, of Halidax, 3rd. WHEREAS Mathew Wilkinson and James Wilkinson his son carried on the business of dyer in partnership under the firm of Mathew Wilkinson and Son and had frequent occasions to purchase from Wm. Norris dye wares (other purchases mentioned).....Wilkinsons owed money to Wm. Norris and John Bower. THIS INDENTURE - arrangements to convey 2 cottages in Mabgate, Leeds, with the coal houses and other buildings in occupation Joseph Sparr and James White - details and position given, and other property to Wm. Norris on trust. Many details.

Note on back: In Chancery between Wm. Norris and others, complainants and James Wilkinson, Jeremiah Rhodes and others, Defendants.

26 Sept. 1805: At the execution of a Commission for the examination of witnesses in this case this parchment writing consisting of three skins and marked "B" was exhibited to us and shewn to John Atkinson and by him deposed unto on his Examination to the Seventh Interrogatory on the part of the said Defendants. Rowland Ramsden, Jno Bolton, --Wainson, Charles England.

2: Mr. Mathew Wilkinson ro Mr. Wm. Norris. Lease for possession in Chancery Between Wm. Norris and others and James Wilkinson Defs. Sept. 26 1803.

Indenture, blank day of blank 43 George 3, 1803 between Mathew Wilkinson of Leeds dyer, and James Wilkinson of the same, dyer, a person nominated by deed in Trust for Mathew Wilkinson on his purchasing tenements and hereditaments hereinafter described 1st; Wm. Norris the Younger of Halifax gent, Other. Cons 5/- . Two cottages or dwelling houses near Mabgate in Leeds with the coalhouses and other buildings in occupations of Joseph Spurr and James White but now in tenure of ...blank ...Also piece of ground near Mabgate, Leeds, adjoining on the cottages and part of a close of ground called Fish Pond Close where fishponds are, or lately were - position given - (much detailed description), and part of a close belonging to Richard Paley and Alex. Turner adjoining on the west side - P.G. (other properties included, dyehouse, calendar house, stock house and cylinder house) To the intent and purpose that by the virtue of these presents Wm. Norris should be in actual possession upon such Trusts in an indenture made/after the date hereof. Uses to Possession (this appears to be a copy. There are no signatures)

3: Conveyance. Mr. Robert Brand and others to Mr. James Lodge to make a tenant to the precipe for suffering a Recovery etc.

Indenture 29 August, 47 George 3, 1807. Between Robert Brain of Aberford Yorkshire, gent 1st; Luff Stocker of Furnival's Inn, Middlesex, gent 2nd; John Exley of Furnival's Inn, gent 3rd; Joseph Lodge of Norton, par. Campsall, farmer 4th. WHEREAS Cornelius Pinder late of Womersley, dec. Yeo

in his last will dated 18 July, 1754 amongst other things devised unto the Testator's daughter, Sarah, wife of Thomas Brain of Womersley, blacksmith and to the heirs of her body lawfully begotten by her husband, all his real estate. WHEREAS...HISTORY....Sarah died, her son Thomas died etc. THIS INDENTURE for barring and cutting off estates tail etc and cons 10/- by John Exley to Thomas Brain and £270 by Joseph Lodge to Thomas Brain he releases to John Exley (in his actual possession) messuage, dwellinghouse or tenement with the outbuildings, cowhouse, barn, foldstead and croft to the same. Land in the townfields of Norton - many lands listed in occupation Wm. Webb and all other messuages, lands etc. of Robert Brain in Norton or elsewhere, formerly the estate of Cornelius Pinder, dec., together with etc. Recovery to be sought. Much more.

4: 22 June, 1812. Mr. Rishworth to Mr. C. Wood. Release of a charge upon premises at Thurnscoe.
To whom these presents shall come. Thomas Rishworth of Wakefield, banker, sends greetings. WHEREAS Christopher Wood of Barnsley, grocer, having some time ago opened an account with George Townend and the said Thomas as his bankers. Lengthy document. Receipt on dorse £463 "full consideration".
Attached: Statement by Chris. Wood of Barnsley, grocer, testifying to the summons on document dated 23 March 1813 at Court of King's Bench

5: As No 6 below. AND - Hewson and Mary his wife for their joint annual lives and the life of the longer liver of them. The age of Hewson, the husband is 70. Mary, wife of - Hewson is a descendant of the brother of the father of the deceased. Amount of annuity £15. 15. 0. Value £100. 3. 8. Rate of duty 10%, amount of duty £10. 0. 4. Details given. 8 Nov. 1815 £5. 14. 8 one year's payment of annuity due 16 Jan 1815
Note attached: As the principal sum of £300 the interest of which serves this annuity...note dated 17 Jan 1816 signed by J. Pick.

6: Stamp Office, 14 August 1816. Receipt £4. 15. 4.
Annuity. Personal Estate Ann Hargrave of Barnsley, widow, who died 16 Jan. 1814.
Between Joseph Hall of Barnsley, hardwareman, sole trustee and executor. Second year's payment 16 Jan 1816.

7: Stamp Office 28 August 1817. "Received £2. 7. 8. duty on account of personal estate.
Inside: Account of personal estate of Ann Hargrave late of Barnsley, widow, who died 16 Jan 1814.
Bet. Admin. Joseph Hall of Barnsley, hardwareman, sole trustee and acting executor. (Probate granted Prerog Court of Canterbury 6 July 1814) and - Hewson, stranger on blood. Annuity £15 at 70 years. Value of annuity £95. 8. 3. Duty 10%. Amount of duty £9. 10. 9. Details given
Receipt dated 19 Aug 1817, 16 Jan 1817.

Junior

8: Small paper-backed book. Mr. John Hunt/"Book for Boons"
From June 1819 to 20 May 1827. Record of boons and corn ground.
Odd notes at back. " Oct 2 1819 John Hunt Deter to his Mother
Too cash £6. 12. 6."

Other notes re payments

9:
9^a: 1820. Mr. S. Parkinson to Messrs Stocker and Dawson. Letter of Attorney to receive dividends.
Know all men by these presents that I Stephen Parkinson of Bradford, gent, administrator of the goods and chattels of Wm. Parkinson late of the township

of Timble, tanner, deceased, during the minority of Stephen Parkinson, sole executor of the last will of Wm. Parkinson, dec, one of the creditors and administrators of Thomas Colbeck of Westhouse, parish Fewston, Yorks; Wm. Ellis of Castlefield, parish Bingley; Jacob Wilkes the Elder of Burley, parish Otley; Wm. Holdsworth of Bradford and John Holdsworth of Morley, parish Batley, flaxspinners, co-partners, dealers and chapmen carrying on business at Westhouse as "Colbeck, Ellis & Co" the presents against him Commission of Bankrupt has been awarded - details of arrangements. 17 Nov. 1820. See page 22 for further details

10: To: Luff Stocker, Charles Dawson and James Fairbank, Attorneys of the Court of King's Bench, or any other attorney of the same Court. These are to authorise you to appear for Mr. Thomas Johnson of Birmingham, draper, in the said Court as of this present Trinity Term, Michaelmas Term next or any other subsequent Term to receive a Declaration in an action of debt for £100 for money borrowed at the suit of Thomas Metcalfe, Edward Halliley and John Smallpage of Leeds, merchants, and to confess the same action or suffer a judgement by nil dicit (failure of a defendant to put in his defence) or otherwise. Further information. Dated 2 July, 1824.

11: Appears to be a solicitor's account.
R. Blakston Esq. To Codd and Levitt. Dr. 1827, March 3
Note at foot: "Sir, the above account being now upwards of two years' standing we shall feel obliged by your paying same immediately to our Agents Messrs. Dawson and Hawkins, New Boswell Court, Carey St. We are Sir, Your Obedient Servants Code and Levitt, Hull. 27 July, 1829"

12: Schedule of Richard Coghill. Prison, York City Goal.
In the Court for relief of insolvent debtors. Pet. Richard Coghill, formerly of Helperby, Yorkshire and late of the City of York, publican and late a cowkeeper, prisoner in the Goal, City of York
General balance sheet. 1810, Capital: None
List of debts from 1811 to 1825.
Causes of my insolvency: "My insolvency hath arisen through being harrassed with Law Expenses and losses as above set forth" 20 Sept 1827.
Mark of Richard Coghill. Several pages of information

13: 12 Nov 1827 (Copy). Richard Coghill. Insolvent
Assignment from provisional assignees to Hewley Graham and Robert Ellis. Ind. 12 Nov 1827 between Henry Dance of Lincoln's Inn Fields, Middlesex, gent. the provisional designee of the estate and effects of Insolvent Debtors in England 1st party and Henry Graham of the City of York, gent and Robert Ellis of Helperby, Yorkshire, yeo. Other party. WHEREAS by indenture 15 Sept 1827 between Richard Coghill late of City of York, publican an insolvent debtor then a prisoner in the goal of the City of York 1st party and Henry Dance, such provisional assignee as aforesaid, Other part all the Real Estate etc. etc. of the insolvent except the wearing apparel and other necessaries of the insolvent and family not exceeding in the whole £20 were conveyed to Henry Dance as provisional assignee as aforesaid. THIS INDENTURE in obedience to an Order of the Court held for Insolvent Debtors, and in cons. 10/- from Hewley Graham and Robert Ellis to Henry Dance Henry Dance sets over to them all the estate etc. vested in him in trust for the benefit of the creditors of the insolvent, who shall be entitled to a share in the division of the estate and effects etc.

14: 23 June 1829. Appraisement of goods and chattels of late Richard Sharper of Ferrensby made by Henry Ward. Total value £273. 7. 0.

15: 1 July 1831. Receipt for £8. 7. 7½ half year rent due 5 Apl 1831 for the use of C.S. Murray Esq of the Collector from Messrs. Powell and Son To be paid at the Crown Inn, Knaresborough for Rosset and Beckwith towne.

Bundle of papers tied together

To:

16a: William Spencer, Duke of Devonshire, High Steward of the Court for the Forest in the Liberty of Knaresborough, and to Samuel Gent his deputy, Greeting. We (William 4th) being willing the certain causes to be certified of the proceedings in a plaint levied in our Court between Thomas Lambert and Joseph Bailey of a plea of trespass....that it may be before us on Friday 2 Nov. next that we may further cause to be done what ought to be done. In the 2nd year of our reign (1831) Stamp Ellenborough C.C.

Dorse: The execution of this writ appeared by a certain schedule hereinto annexed - Devonshire. John Rayner, Clement's Inn for Jackson. 16 June, 1832.

16b: Court for the Forest of Knaresborough.

Joseph Bailey) and the said Joseph Bailey by Samuel Popplewell Pullen,
...Thos. Lambert) his attorney comes and defends the wrong and injury when etc., and says that he doth not owe to the said Thos. Lambert the sum of £49. 9. 7 above demanded or any part thereof in manner and form as the said Thos. Lambert hath thereof complained against him and of this the said Joseph Bailey puts himself upon the country etc.

Dorse: F.C. Bailey v Lambert = Plea genl Issue. Filed of Record 23 May 1832

16c: Court for the Forest of Knaresborough

Samuel Popplewell Pullan is retained to defend by Joseph Bailey at the suit of Thomas Lambert. 23 May 1832.

Dorse: Bailey v. Lambert. Warrant to defend. Filed of Record 23 May 1832

16d: Court for the Forest of Knaresborough.

Joseph Bailey, defendant, attached to answer Thomas Lambert

Def. on 1 March 1832 at Pannal was indebted to the plaintiff in £49.19. 7.

for the price of goods then sold and delivered by the plaintiff to the defendant AND in £49.19. 7 paid by the plaintiff for the use of the defendant at his request. AND in £49.19. 7. for money received then and there by the defendant for the use of plaintiff (other references to £49.19. 7) £49.19. 7 was still owing.

Dorse: Lambert-Bailey - Declaration and Rule to Plead. The within named Defendant is required to plead hereto within 8 days from the date hereof, otherwise judgement. Dated 17 May 1832.

Thos. Richardson, Plaintiff's attorney. Filed of Record 17 May 1832

16e: Court for the Forest of Knaresborough.

Joseph Bailey having been served with Process is delivered to bail to John Doe and Richard Roe (fictitious names) both of Pannal within the said Forest, Yeo, at the suit of Thos. Lambert.

Thos. Richardson, Plaintiff's attorney. 18 May 1832

Dorse: 16 May 1832. Lambert v Bailey = App Sec Stat. Filed of record 16.5.1832

16f: Court for the Forest of Knaresborough

Thos. Lambert, Plaintiff, Joseph Bailey, Defendant.

Isaac Beck of Knaresborough, labourer maketh oath that this Deponant did on 26 April last past personally serve the above-named defendant with a true copy of a summons which appeared to have been regularly issued out of the said Court against the said Defendant at the suit of the abovenamed Plaintiff and returnable on the 2nd day of the instant month of May and under which

said copy was written an English notice to the said Defendant of the intent of such service pursuant to the Statute in such cases made and provided. Sworn at Knaresborough 16 May 1832. Isaac Beck
Dorse: 16 May 1832. Lambert v Bailey = affidavit on service processes
 Filed of Record 16 May 1832 Samuel Powell.

✓ 16g: Court for the Forest of Knaresborough
 Thos. Richardson is detailed to prosecute by Thos. Lambert as his attorney against Joseph Bailey. Thos. Richardson 10 April 1832 183
Dorse: F.C. Lambert v Bailey. Warrant to prosecute. Filed of Record 10. 4.

✓ 16h: I, William Spencer, Duke of Devonshire, High Steward of the Courts for the Forest and Liberty and Honour of Knaresborough certify:-
 10 April, 2nd of reign (1832), Thos. Lambert complained of Joseph Bailey in a plea of trespass whereupon a summons was granted against Joseph Bailey on the suit of Thos. Lambert. Afterwards, before the coming of the said writ, on 16 May 2nd year of reign, a summons was filed in the Court etc. On 17 May Declaration was filed. On 23 May Joseph Bailey filed his plea of General Issue etc. Dated 19 June 1832.

✓ 17: 20 February 1833. Agreement made 20 February betwixt William and Stephen Ward in Clifton with Norwood. They hereby agree and Devide the personal effects of the late Stephen Ward. Details given of property to each. Each party to "Road themselves in" at their own Premises and to receive all debts "eaqually between them and Likewise to pay all Debts Dewe to the date hereof" - Further details.
 "If each or either party Disanull this Agreement shall pay the forfeitue of £100 to the other party"

✓ 18: 16 January 1846. To all to whom these presents shall come. Martha Pickard of Wakefield, spinster on 20 May 1842 as mortgagee of a freehold estate situated in Wakefield in both ^{of} the title deeds relating thereto including indentures of L & R 6/7 July 1821, the latter between David Pollack, therein described as late of Salisbury Crescent but then of Wakefield, gent., and Bartholomew White of Wood St. London, hosier, assignees of the estate and effects of Robert Pollack the Elder and James Pollack of Wakefield, Woolstaplers, Dealers and Chapmen, 1st party; James Pollack 2nd party; John Andrew Harrison of Gainsbro Lincolnshire, merchant and Letitia his wife 3rd party; William Gibbins of Gainsbro, ironmonger and John Bloxam of the same, miller, 4th party; William Orange of Wakefield, woolstapler 5th party; Thomas Lee of Wakefield, gent 6th party. WHEREAS the indentures on 20 May 1842 were lent by Martha Pickard to Thomas Lee of Wakefield, solicitor for purposes of giving evidence in the High Court "Harrison v Bloxam" and "Gamble v Gibson" not affecting the estate. Thomas Lee gave his written undertaking to return the documents. WHEREAS... history....THIS INDENTURE in consideration of the premises and sum of £10 Martha Pickard releases John Hawkins, Richard Bloom, John Palmer Stocker and Thomas Lee from all actions re the lost indenture of 7 July 1821.

✓ 19: In the Exchequor of Pleas between Manas Karazinsky, plaintiff; Ralph Younger, defendant.
 John Ridehalgh of Ripponden, parish Halifax maketh oath and saith that he did on the 8th June instant personally serve the abovenamed defendant with a true copy of writ of Summons which appears to this Deponant to be regularly issued out of this Honorable Court against the said plaintiff before 4 June instant and that this deponant on the 11 June instant indorsed on the writ the day of the week and month of such service pursuant to the Statute in that case made and provided.
 Sworn at Halifax 12 June 1847

20: Envelope addressed to Messrs. Hawkins, Blossam, Stokes & Blossam, New Boswell Court, London. Postmarked Halifax 13 July 1847
Scribbled inside "...?..To John Ridehalgh Karazinske, Alis Younger having received writ of Summons for Service (?) making fair copy thereof"
Faint notes relating to case June 1847

21: Several documents pinned together.

21a: Victoria. To the High Steward of the Court for the Forest of Knaresborough etc. Plaint against Wm. Davidson at the suit of John Bramley the Elder in an action of debt. Commanding you that you send to us at Westminster on 15 April next the plaint with all things touching the same etc. Dated 31 Jan 1850. Note re execution of this Court.

Dorse: Johnson Son and Weatherall, Temple, London, for P. Taylor, Knaresborough. 15 March 1850

21b: Charles Powell to prosecute by John Bramley the Elder against Wm. Davidson in an action of debt for £100 and interest at 5% from 14 July 1848 until payment,

Dorse: Bramley v Davidson. Warrant to prosecute. Filed of Record 4 Jan 1850

21c: Court of the Forest of Knaresborough

Peter Taylor retained by Wm. Davidson 14 Jan 1850 as his attorney to defend at the suit of John Bramley the Elder.

Dorse: Davidson - Bramley. Plea filed of Record 15 Feb. 1850

21d: 15 Feb. 1850. and the said defendant by Peter Taylor his attorney says he never was indebted in manner and form as in the said declaration it is alleged and of this the defendant puts himself on the country.

W. Davidson at suit John Bramley the Elder.

Dorse: Bramley v Davidson. Plea. Filed of Record 15 Feb. 1850

21e: 11 March 1850. John Bramley the Elder v Wm. Davidson. Plaintiff puts himself upon the country

21f: Court of the Forest of Knaresborough

8 Feb. 1850. John Bramley the Elder, plaintiff by Chas. Powell, his attorney complains of Wm. Davidson. The complainant demands of the defendant £420 (details) in action of debt. On 14 July 1848 at Hampsthwaite defendant gave a promissary note for £100 and interest. 24 Dec. 1848 at Hampsthwaite.. more money borrowed.....

Dorse: Declaration and rule to pleas, Bramley v Davidson. The defendant is required to plead hereto in 8 days otherwise judgement.

Dated 8 Feb. 1850. Filed of Record 8 Feb. 1850

21g: Duke of Devonshire, High Steward for the Court for the Forest of Knaresborough, to the Queen. Certified that on 4 Jan 1850 John Bramley the Elder complained against Wm. Davidson in an action of debt for £100 and interest at 5% from 14 July 1848 until payment. Wm. Davidson complained that he never was indebted whereupon on the 11 March in the year last aforesaid plaintiff....put himself upon the country.
Dated 10 April 1850. More.

22: A dirty strip giving names of jurors, numbered 1 to 36. Undated.
At foot: "Each of the jurors aforesaid is by himself separately attached By Pledges. John Doe and Richard Roe (fictitious names)
Issues of every one of them forty shillings. Sheriff.

✓ 23 A dirty strip giving names of jurors, numbered 37 - 72. Undated.

Bundle 2

✓ 24: Ind. 26 Sept. 28 Charles 2 (1677) between Henry, Earl of Stowwith Earl Marshall of England and Henry, Lord Howard his son and heir 1st party; Samuel Oldale of Woodthorpe, parish Hansworth, Yorks, mason, Other party. Cons £90. Messuage, outhouses, fould, orchard, garden and backside and several parcels of land in Woodthorpe in occupation of Samuel Oldale (listed and positions given). For ever. Held of the Chief Lord of the Fees. MORE

✓ 25: Mortgage. 6 April 12 William 3 (1700) between Dorothy Browne of Leeds, widow, 1st party; Benjamin Rooke of Leeds, merchant, 2nd party; Wm. Rooke of Leeds, merchant Other. WHEREAS John Fenton of Woodhouse Hill, Leeds by Ind. of lease 30 June 10th of His present Majesty's reign (1699) for cons £150 demised to Dorothy Browne, her execs etc. messuage, tenement or dwellinghouse with apts. 1 kilne, 1 pidgeon or dove coate with all the houses, outhouses, edifices, barnes, buildings, stables, gardens, orchards garths, yards and backsides at Woodhousehill, late in possession of Alice Fenton and now in possession of John Fenton, his assigns and under-tenants. Also 5 closes arable, meadow or pasture, 3 named Center closes, 2 Car closes, at Woodhousehill within the Manor of Hunslett, now or late in tenure of John Fenton or his assigns, with apts, heretofore the estate of John Fenton, late of Woodhousehill, gent, dec, father of the said John Fenton, who by his will devised the same to John Fenton the son and his heirs for ever. Term 1,000 years. THIS IND. Dorothy Browne for cons £150 by Wm. Rookes sets over all her right etc. to the premises for the remainder of the 1,000 years. MORE

26: 14 January, 25th George 2nd 1752. Between Richard Wilson of Leeds, Esq and Richard Wilson the Younger of the same, Esq 1st party; Rev Robert Baines of ...blank...Suffolk, clerk and Wm. Fenton of Malton, Yorks, merchanr, Other. Cons 5/- . Capital messuage or tenement with outhouses, barns, stables orchard, "brick pond" garth, and closes Upper Pighill, Lower Pighill 2 Walker closes and Friers flat now or late in occupation James Fenton, gent or his assigns, and other messuage or tenement with outhouses, orchard, garden and closes Low Tenter close, Upper Tenter close and Lower Pepper Lane close, now or late in occupation John Davis or his assigns in Woodhousehill in Hunslet, Yorkshire, and messuage, dwellinghouse or tenement and 3 closes Long croft, Square croft and Ryebread close now or late in occupation Wm Turner or his assigns and several cottages, dwellinghouses or tenements now or late in occupation of Wm. Ash, Elizabeth Brooks, David Cordingley, Joshue Marshall, Abraham Slater, Samuel Wilkinson and Sir Wm. Rooke, Kt, dec., or their assigns in Hunslett Carr, and messuage, dwellinghouse or tenement and croft late in occupation John Willans or his assigns and another messuage, dwellinghouse or tenement and a garden, now or late in occupation James Wilkinson or his assigns, and messuage, dwellinghouse or tenement now or late in occupation of Wm. Walker or his assigns and cottages, dwellinghouse or tenements in occupation of Robert Bailey, John Pickering, John Robinson and Sir Wm. Rooke or their assigns, in Hunslett, with all ways etc and all other messuages, cottages, lands, tenements and hereditaments whatsoever late of Sir Wm. Rooke in Hunslett. Term 1 year. Rent a red rose Uses to Possession

27: 15 January 25 George 2nd, 1752. Between Richard Wilson of Leeds, Esq and Richard Wilson the Younger of the same Esq. 1st party; Christopher Fenton of Leeds, gent 2nd party; Rev. Robert Baines of ...blank...Suffolk, clerk and Wm. Fenton of Malton merchant 3rd. WHEREAS Ind. of L and R the Release 4 January 1743 and the lease the day before between Sir Wm. Rooke Kt by the name etc of Sir Wm. Rooke late of Leeds but then of Carlton in the said county, Kt. 1st party and Richard Wilson and Richard Wilson the Younger, Other, for a consideration Sir Wm. conveyed lands and tenements unto Richard Wilson and Richard Wilson the Younger...all and every messuages, cottages, lands and tenements of Sir Wm. in Hunslett, Leeds for the term of his natural life and after to the use of Richard and Richard Wilson on Trust to dispose of the same etc. subject to proviso that it might be lawful for Sir Wm. to revoke and make void....history and details of property much information. THIS INDENTURE, cons 5/- by Robert Baines and Wm. Fenton to Richard and Richard Wilson and for other good causes, property as listed transferred. MORE

28: Morley 1755. Memorandum to be registered at Wakefield. Inds of L & R between Wm. Earl of Dartmouth, only son and heir of ^{Rt.} Hon. George Legge, Lord Lewisham, dec., by the Rt. Hon Elizabeth Leggs, Lady Lewisham his wife, also dec., who was daughter and only child of Sir Arthur Kaye, late of Woodsome, Yorkshire, Bart. by Anne, Countess of Dartmouth, grandfather and grand mother of Wm. Earl of Dartmouth, party to the indentures both dec. 1st party; Francis, Earl of Guildford; Rt. Hon Heneage Finch (Lord Guernsey) only son and heir apparent of Heneage Earl of Ailesford, Samuel Reynardson of Holywell, Lincolnshire, Esq and John Rudge of the Middle Temple, London Esq, Other party. RELEASE 10 Jan 1755 between Wm. Earl of Dartmough 1st party; Frances Katherine Gonnter Nicholl, spinster, only surviving child and heir at law of Sir Charles Gonnter Nicholl Kt. of the Hon. Order of the Bath dec, heretofore called Chas Gonnter Esq. 2nd party; Francis Earl of Guildford, Heneage Lord Guernsey, Samuel Reynardson and John Rudge 3rd party; Sir Sidney Stafford Smythe Kt, one of the barons of H.M. Court of the Exchequer and Sir Anthony Thomas Abdey of Chobham, Surrey, Bart. 4th party; Hon. Frederick North Esq (Lord North) eldest son and heir of Francis Earl of Guildford, Wm. Bagot Esq, eldest son and heir ^{apt.} of Sir Walter Wagstaffe Bagot, Sir Thomas Farnaby of Kippington, Kent, bart and Benjamin Rudge of Wheatfield, county Oxford, clerk 5th party. Purporting to be a conveyance and settlement made by Wm. Earl of Dartmouth on the marriage then intended and since had between the said Earl and the said Frances Katherine Gonnter Nicholl concerning, amongst other lands, the Manors or Lordships of Morley, Slaithwaite als Slackwith with Lingarths, Woodsome with Farnley Tias, Kirkheaton and Honley with etc. etc. in Yorkshire etc. within several towns, villages, parishes, fields, hamlets, precincts or territories of Morley, Chirwell, Finchden and Headingley, Guildersome als Guildersome and Burley als Burghley, Slaithwaite, Lingarthy, Woodsome, Farnley Tias, Honley, Kirkheaton, Almondbury, Burton, Kirkburton, Highburton, Dalton, Thurston, Land, Brieswell Falls, Flockton, Thornhill, Rowley, Ryley, Pontefract, Shelley, Lepton, Upper Whitley, Nether Whitley, Meltham, South Crossland, Eland, Barkisland, Emley, Greatland, Raistrick, Golcar, Huddersfield, Thornhill, Yorkshire....described in two memorials 30 November last past of 2 indentures of B & S inrolled in the High Court of Chancery dated 28 June last past. MORE.

29: Plan of survey of estate belonging to Mrs. Fenton of York lying at Woodhouse Hill and Hunslet Park, Leeds. Taken in 1769

30: Very dirty book. Outside "Buying in"
1st page: "Lincolnshire." Several pages of accounts and payments re
 wool follow 15 July 1769 - 26 November 1771.
From back of book: "Holderness" Followed by similar accounts 5 July 1769 -
 2 July 1771
 Centre pages unused.

31: Dirty and tattered. Appears to be a solicitor's account.
 1782. Rev Mr. Say Dr to James Braunton
 Receipt at foot for £12.11. 5 dated 14 Feb 1782.
 Note inside on page "Mr. Foord - Treasurer"

32: Ind 23 December 24th George 3rd 1783 between Anthony Saint Leger of
 Parkhill, parish Firbeck, Yorkshire 1st party; John and George Pearson, both
 of Laughton en le Morthen, Yorkshire, farmers, Other party. In cons
 rents etc. Farm at Saun Moors, parish Laughton en le Morthen, estate of
 messuages, barns, stables, homestead, closes and lands 133A 2R 8P all now
 or late in occupation of John and George Pearson, together with etc.
 (reserved to Arthur St. Leger, his heirs etc, full and free liberty
 and authority from time to time and at all seasonable times etc to hawk,
 hunt, fish, fowl, shoot course etc) from 2nd February for 21 years.
 Rent £100 p.a., also £5 an acre for any acre which they shall set over to
 any other person or persons.
 Seven large pages of details, and backing sheet.

33: Lease of the Manor of Heslington for three lives, 1788
 Ind. 9 May 28 George 3rd, 1788, between Rev. Ashburnham Philip Toll
 Newman, clerk, M.A. Prebendary of St. Peter's York, 1st party; Wm. Wickham
 of Lincoln's Inn, Middlesex, Esq. 2nd party; John Slough, Wm. Mills and
 Christopher Newstead the Younger all of City of York, gents, 3rd party.
 Cons. surrender of lease dated 6 June, 1772 and the rent hereinafter
 mentioned....history and details.
 Manor of Heslington and all the courts, fines etc...much information
 For term of the lives of Wm. Wickham (eldest son of Henry Wickham), aged 26;
 Lamplugh Wickham (younger son of Henry Wickham) aged 18; and Eleanor
 Bertrams of Geneva, spinster, daughter of Mr. Louis Bertrand, professor
 of maths. in Republic of Geneva, aged 23 and the life of the longest liver
 of them. Rent £19 p.a. Interesting details. See also No 34

34: Note attached to above (No. 33)
 Know all men etc. I, Wm. Wickham of Lincoln's Inn, Middlesex Esq. have
 appointed Timothy Mortimer, City of York, Esq; Wm. Jameson of the same, gent;
 and Robert Scott of the same, gent, jointly my attornies to receive from
 John Clough, Wm. Mills and Christopher Newstead the Younger, all of the
 said City, gents.....many names and details of transaction
 30 May 1788

35: Ind. 6 May 31 George 3rd 1791. Between Jacob Wilson Wardell of
 Whitburn Westhouse, County Durham Esq., eldest surviving son and heir at law
 of John Wardell late of Whitburn Westhouse Esq, dec. and a devisee named
 in his last will, 1st party; Philip Raine, Clifford's Inn, Middlesex, gent
 Other party. Cons 5/-. Manor or Lordship of Cowling, otherwise Colling,
 Yorkshire (township Burrell, near Bedale) and capital messuage or manor
 house and all etc. and several closes (named, and acreage given) and
 tenements or cottages in Burrell in tenures of Jane Mud, widow, Marmaduke
 Wilson, Matthew Metcalfe, Wm. Durham, Gabriel Jeffe, Christopher Mason
 and John Wilson (names of previous tenants, and much information given)
 Property listed in Cowling, Burrell, Thornton, Bedale, Crakeshall, Magna
 and Crakeshall Parva, Newton in the Willows, Thorn Patrick, Brompton and
 Ronaldkirk, late estate of John Wardell dec. Term 1 year. Uses to
 Possession

36: Release of Manor of Cowling to lead to the Uses of a Common Recovery. Ind. 27 May 31 George 3rd 1790 (1791) Between Jacob Wilson Wardell of Whitburn Westhouse county Durham Esq., eldest surviving son and heir at law of John Wardell late of Whitburn Westhouse Esq. dec. and devisee in his last will, 1st party; Philip Raine of Clifford's Inn, Middlesex, gent 2nd party; Christopher Fawcett, town of Newcastle upon Tyne Esq. 3rd party. For the barring of estates tail etc. in the manor, messuages, closes, parcels of ground, lands, tenements and hereditaments, and cons 10/- ,,,Manor or Lordship of Cowling etc and other properties (listed)... much information. For ever.

37: Appears to be a copy of No. 36. Both signed by Jacob Wilson Wardell.

Bundle 3

38: Ind. Last of Jan 9th Charles 1633, between Sir John Savile of Lupset, Yorkshire Kt. 1st; Wm. Whittell of Eland, Yeo. Other. Cons £30. Close of land with apts. in Eland, Squarecroft, now in tenure John Kitson or his assigns, parcel of lands heretofore occupied with a messuage in Eland now in tenure John Kitson - P.G. - and all rents and yearly profits. For ever. MUCH MORE.

39: Deed of sale for 2 lands in the Old Earth and 1 land in Stonelaw field, Eland. 1634

3 September, 1634. Jacob Coates of Eland, clothier in cons £4 by John Wilson of Eland, clothier...2 selions of land in fields of Eland called Oldearth Bulfall - P.G., 1 selion of arable in fields of Eland Stonelawfield - P.G. For ever. MORE

40: 18 September 13 Charles 2nd, 1661. To whom this present writing shall come. I, John Whittell, son of Edmund Whittell of Ealand, gent, send greetings. WHEREAS John Whittle Now am and stand seized for the term of my life of messuage or tenement Marshall, or Marshall Hall with apts in Ealand, Yorkshire and all houses, barns, buildings etc and other messuage or tenement with apts in Ealand adjoining or standing near one current of water called Oldearth brooke, now or late in occupation of Wm. Wilson or his assigns; 1 close of land and meadow on the south side of the messuage and thereunto adjoining, one close of land and pasture Newclose adjoining on the east side of a field called Oldearth and 2 kingates of land and the soil and ground thereof in the same fieldother lands listed. the reversion of which after my decease are in and of right to come to John Whittell the Elder of Morton banckes (near Bingley) gent, my unkle. NOW KNOW YE that I, the said John Whittell, son of the said Edmund in cons of a competent sum of money and diverse other good causes surrender to my unkle John Whittell the Elder of Morton banks, being tenant in Reversion of the lands and premises, and to his heirs and assigns, all the said premises with apts. etc. For ever.

41: Ind. 25 January 15 Charles 2nd 1663. Between John Whittell the Younger of Wakefield, Yorkshire, Yeo 1st; Robert Benson of the Inner Temple, London Esq and Joseph Watkinson of Ilkley, gent 2nd party; Susanna Binns of Rishworth, Yorkshire, spinster one of the daughters of John Baines Esq. dec. 3rd party. John Whittle, party to these presents, in cons. of marriage intended between him and Susannah Binnes and for the full and entire Joynture of the said Susanna and in recompence and full satisfaction of all the

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dower and tytle of dower which Susanna may at any time hereafter claim etc... grants to Robert Benson and Joseph Watkinson and their heirs messuage or tenement, Marshall, or Marshall Hall, with apts. in Eland and all houses, barns, buildings etc. and close of land with apts. in Eland called New Close adjoining the east side of a field called Old Earth, and close in Eland Towne Inge lying on the east side of Eland, which premises in occupation of Gilberte Savile or his assigns; and 2 other messuages or tenements with apts. in Eland.....other lands and tenants listed....to have and to hold unto Robert Benson and Joseph Watkinson to the use of John Whittell for and until the said marriage.....to the use of John Whittell and Susanna during the term of their natural lives. Further details. (signed "Bynnes")

42: 4 August 18 Charles 2nd 1666. To all Christian people. I Michael Ramsden, son of Robert Ramsden late of Northowrom, Yorkshire, yeo. dec. send greetings. Know you that I, Michael Ramsden in cons. £20 by John Whittell of Marshall Hall in Eland, gent, son of Edmund Whittell late of the same, dec., demise to him and his heirs all my right etc. and estate in a close of land, meadow or pasture called The Forrest, with apts. in Eland, now or late in tenure of John Windle, and all ways etc. For ever. MORE.

43: Ind. 18 December 21 Charles 2nd, 1669. Between John Whittell the Younger of Eland, Yorkshire, gent 1st party; Robert Benson of Gray's Inn, Middlesex, Other party. Cons £450. Two messuages or tenements with apts two crofts adjoining and four closes called Worthings and seven cattle gates in the townfields of Ealand now or late in tenure Gabriel Bentley or his assigns. Also Forrest close, now or late in tenure Wm. Lambert or his assigns and cottage or tenement with one croft belonging, now or late in tenure John Robinson or his assigns, and cottage or tenement with apts. now or late in tenure Edmund Lancaster or his assigns, and three little closes with apts. called the Paddock, now or late in tenure John Gillott or his assigns,...other lands and tenants listed....For ever. MORE
John Whittell and Susanna his wife promise before the end of Michaelmas Term to seek a final concord at the Court of Common Pleas.

44: Ind. 25 May 20 Charles 2nd, 1669. Between John Whittell of Eland Yorkshire, gent 1st party; Susan Robinson of Wakefield, widow, Other party. Cons. £200. Three closes of arable land, meadow or pasture, the two Parrocks and the Little Downe Inge, with apts in Eland now in tenure John Gillott or his assigns, and messuage or tenement, one croft adjoining, Weetlands close, Briggeflatt close and four beast gates in the Embsay pasture, with apts. in township of Embsay in Craven, Yorkshire, now in tenure Richard Coates or his assigns, together with etc, and all rents or profits etc. For 1,000 years. Rent a red rose in the time of roses if demanded. MUCH MORE.

Nos. 44 &
45 tied
together

45: Ind. 29 October 33 Charles 2nd 1682. Torn.
Between Michael Firth of Height in Back Land, Yorkshire, gent. 1st party; Robert Whittell, son of John Whittell of Marshall Hall in Eland, Yorkshire gent. and Wm. Hall of Burnley, Lancashire, husbandman, Other party.
WHEREAS Francis, Earl of Cumberland, Lord of the Honour of Skipton in Craven etc, and Henry, Lord Clifford his son, by Ind. of demise and lease 24 March 20th James (1692) demised to Hugh Crofte late of Embsay, Yorkshire, Yeo. dec., a messuage, one close adjoining and closes Weetlands and Briggflatt and four cattle gates in Embsay pasture, all in the township of Embsay, to have and to hold same, except as in the said indenture excepted (one Hugh Croft is excepted) for 3,000 years. Rent 13/9¹/₂d yearly and suite to court and milne. WHEREAS the property since the death of Hugh Crofte are come to

Michael Firthe for the remainder of the 3,000 years... THIS INDENTURE Michael Firthe, for cons £200 sets over to Robert Whittell and Wm. Hall the above property, now in tenure Richard and James Bland or their assigns, for the remainder of 3,000 years.
Dated at foot "1681".

46: Ind. 19 November 20th Charles 2nd (1669) Between John Whittell the Elder of Morton Banckes, Parish Bingley, Yorkshire, Yeo. 1st party; John Whittell the Younger of the same, his only son and heir apparent, Other party. Cons, as well the yearly rent as of the sum of £200 which John Whittell the Younger on the behalf of his father hath paid to Mary Whittell, daughter of John Whittell the Elder, for her portion and preferment as also for the love etc....and other diverse good causes, hath granted to John Whittell the Younger and his heirs for ever, messuage and tenement and all the buildings thereunto belonging "Hayley Hill" or "Batthill" with apts. in Northowrom, Yorkshire, now in tenure Thomas Booth, Jonathan Hallidaye, Michaell Driver, James Scawberd, Anthony Browne, John Simpson and John Hargreaves or some of them or their assigns. Two gardens and severa closes in Northowrom, Hayley Hill, Black Burnewood (being 1A wood and pasture now made into three parts), Deynewood, Meanehartroyde, two Lytle Inges, ^{Great} Breareley, Over Breareley, Nether Breareley, Calfhey, Horseclose, Litle Inge, the two Great Inges, Orchard, Litle Croft, Old Laughton, two Dobroydes and etc. now or late in tenures of Thomas Booth, Jonathan Halliday, Michaell Driver, James Scawbord, Anthony Browne, John Simpson and John Hargreaves or some of them or their assigns. Other property listed. For ever. Rent £20 p.a. MUCH MORE

Dorse: 23 November, year within written. Thomas Booth, Michaell Driver, Jonathan Halliday made their Atturnments to this grant etc. by the payment of every of them 6d in money in the name of Atturnment in the presence of three witnesses. (Attornment = legal acknowledgement of the new landlord)

47: Ind. 26 December 30 Charles 2nd 1678. Between Elizabeth Whittell of Arksey, Yorkshire, spinster, 1st party; John Whittell of Eland, Yorkshire Yeo. Other party. Cons that John Whittell by his deed indented dated with these presents hath given to Elizabeth Whittell and her heirs for ever his six closes lands, meadow and pasture, the Forrest, the Shaw, the two Parrocks, the Town Inge and the Stonelaw, containing by estimation 13A in tenure John Whittell or his assigns, in Eland, IN EXCHANGE for the lands and tenements hereinafter mentioned and for other good causes, Elizabeth Whittell hath given to John Whittell, his heirs etc., all those her Byerdole lands containing by estimation 26A in the town precincts or territories of the townfields of Eland etc. and all rents received upon any demise of the said premises and all the right, title, interest, use, freehold inheritance etc. to the same For ever. MORE. (Byerdole = town dole of lar

48: Ind. Last day of December 30 Charles 2nd 1678. Between Elizabeth Whittell of Arksey, Yorkshire, spinster 1st party; John Whittell of Eland, Other party. Cons. rents, reservations, covenants and conditions hereinafter mentioned - leases to John Whittell his heirs and assigns her 6 closes of land, meadow and pasture, the Forrest. the Shaw, the two Parrocks, the Downe Inge, the Stonelaw, containing by estimation 13A now or late in tenure John Whittell or his assigns etc. situated in Eland, and all ways etc. Term 99 years. Rent £8 p.a. John Whittell promises to keep in repair. More details.

49: Indenture of Exchange. Torn.
29 April 34 Charles 2nd 1682 (?1683). Between John Whittell of Marshall Hall Elland, Yorkshire, gent 1st party; Gabriell Bentley of Elland, Yeo Other party. WHEREAS John Whittell is now seized to him and his heirs

of a perfect estate of inheritance in fee simple in tenn selions Byerdole lands, butts or parcels of land in several places in the townfields of Elland called Stoney Lawfield (long in a landsfield), Stainland, Steelefeild now in the tenure of John Whittell or his assigns, late the lands of Wm. Poole and formerly of John Sharpe, 1A 2R and a few perches and yards. WHEREAS Gabriell Bentley is likewise now seized to him and his heirs in fee simple of other 10 selions byerdoles, butts or parcels of land in several places in the townfields of Elland, the Olde Earthe, 1A 3R 10P now in tenure Gabriell Bentley or his assigns. WHEREAS John Whittell and Gabriell Bentley for their more convenient and profitable enjoyment of the said parcels of land have agreed to exchange same one with the other. THIS INDENTURE....much information re exchange

50: Ind. 10 April 34 Charles 2nd 1683. Between Wm. Poole of Elland, Yorkshire, butcher, Richard Goodale of Deascroft in Quaruby, parish Huddersfield, butcher, 1st party; Jeremy Bently of Elland, gent Other party. Cons £35. Two crofts or closes of land and apts in Elland, Annattcrofte 1A and Southcroft (P. G.) containing three parts of a day's work, and all ways etc. For ever. MUCH MORE

51: Ind. 3 December 9 William 3rd 1698. Stained. Between William, Lord Marquess of Halifax, Baron of Elland 1st party; Robert Whittell of Elland, Gent, Other party. The Marquess hath given and granted unto Robert Whittell several parcels of land of the Lord Marquess in the township of Elland, in the tenure of the Lord Marquess, his under-tenants or assigns, containing in the whole 7A 3R 38P...details given... For ever. And in exchange of the said parcels.....document crumpled and faint, WHEREAS the 7A 3R 38P of land mentioned to be exchanged....parcel of a farm held by lease by Michaell Wilson of Elland, Yeo. NOW BE IT REMEMBERED that it was agreed by and between the parties thereto that in case the said farm can not be let the said Lord Marquess, his heirs or assigns at the expiration of the said lease for the present rent the same is now let for. Then the within named Robert Whittell, his heirs and assigns shall and will take a new lease of the said farm for 41 years at the present rent to commence from the expiry of the said lease.

52: Will of John Bynns of Knottingley, Yorkshire, gent. dated 11 February 17 Probate certificate attached dated 12 April 1709. Neice, Elizabeth Atkinson. To her disposal an annuity of £100 upon the survivorship for the life of Samuel Turner, Goldsmith, in Fleet St. London Also to her and to her disposal annuity of £13 p.a. that I have for 99 years. Also to my neice Elizabeth Atkinson and her heirs all my goods and chattels and all my books I have at Knottingley. To Robert Whittell and Elizabeth Atkinson and to their disposal the annuity of £100 upon the survivorship of the life of Susan Whittell (now Susan Garseed) out of the profits of which said £100 my exors. do allow to the said Susan Garseed my neice what they think fit for maintenance. Further interesting bequests.

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53: Final concord at Westminster, 21 June, 11th William 3rd (1699) Between Robert Morrison, gent and Henry Postgate, gent, petitioners and George Palmer Esq and Anna his wife and Henry Metcalf, gent, deforciant. Property in parish Birkin, Barkston Ash - Templehurst, Hurst Courtney, Carelton, West Haddesley etc.

Bundle 4

54: Ind. 14 July 11 Charles, 1635 Between John Beane of Heslington, county of the City of York, Yeo. 1st party; Thomas Riley of Bishopthorpe, same county, Yeo. Other. Cons £150 and diverse other good causes. To Thomas Riley and his heirs for ever cottage or tenement, one barn, one garden or backside, two crofts, 1A land called a fold, 1A called a Wheatraue Land, two half acres in a flatt called Dower Lands, two lands estimated 1A in a flatt called the Buttes, two lands containing 1A in a flatt called Canker Noke....other lands listed....in the townfields of Bishopthorpe now in occupation of Thos. Riley or his assigns and all woods, underwoods and trees etc in Bishopthorpe. For ever. MUCH MORE

55: 28 April 13 Charles, 1637. Between Richard Dawson, City of York, Joyner 1st party and Thomas Riley of Bishopthorpe, Yeo. Other party. Cons £29. 5. 0. Release to Thos. Riley for ever 2A meadow ground with apts in Bishopthorpe Ings...position given and names of tenants. MUCH MORE

56 (No. 3). Ind. 16 November 1652 between George Riley of Appleton, City of York, Yeo. 1st party; William Riley of the same, Yeo. Other party. WHEREAS George Riley for diverse good causes and by ind. of lease 20 March 1650 demised to Christopher Earby of Bishopthorpe messuage or tenement with croft and backside, 9A arable land, 2A meadow with apts. in tenure of Christopher Earby of Bishopthorpe, or his assigns, from 25 March instant for term of 12 years. Rent £7 with diverse other covenants and conditions, and WHEREAS George Riley for cons of £29 paid to him by Christophe Earby by writing dated 23 December 1651 acquitted and discharged Chris. Earby of all rents and payments (details given). Messuage, cottage or tenement, barn, garden, backside, 2 crofts 9A arable, 2A meadow within the Town Ings, townfields and territories of Bishopthorpe in tenure of Chris Earby or his assigns, together with etc...to Wm. Riley. George Riley swears he has good title to the property. MORE.

Dorse: Memo that Livery and Seizin was given by the within named George Riley of All within named premises unto Wm. Riley According to the tenour, true intent and meaning of these presents.

AND Memo that Christopher Earby did give unto the within named William Riley the sum of 4d in the name of Attornment thereby declaring himselfe pleased and well appaid at the within named Bargain and Sale. (Appaid = satisfied, contented, pleased)

57: FINAL CONCORD, IN ENGLISH

Easter Term 1655. William Ryley. Fine Oliver, Lord Protector of the Commonwealth etc. To all to whom these presents shall come.

In the term of Easter 1655. Final Agreement in Court of Common Bench at Westminster, Easter Day in 15 days 1655, before etc....Between Wm. Ryley, plaintiff and George Riley and Elizabeth his wife deforciantes. Of 1 messuage, 18A land, 4A meadow, 2A pasture, common of pasture with apts. in Bishopthorpe. George and Elizabeth acknowledge this to be the right of William etc.

58: Ind. 15 April 21 Charles 2nd 1669. Between Henry Bradley of Nunnington, Yorkshire, gent 1st party; Ranald Graham of Nunnington, Esq Other party. Cons £150. Messuage or tenement, Longe Grayne House now in tenure Henry Bradley or Thomas Miton as undertenant, also messuage or tenement now in tenure of Henry Bradley or his tenants, "Salterhouse"

and several closes belonging, Peckett Rigg, Intacke, Birk close, Calfe close and the Playnes in the Lordship of Ryland, Yorkshire etc.

Term 99 years. Peppercorn rent. MORE

(No. 8)

59: Document 59 was tied together with documents 65 and 89 and labelled "Title deeds relating to 8A 1R 19P of Leasehold land at Bishopthorpe purchased by Mr. Milner of Mr. Richard Willbor"

16 May 1702. Will of Wm. Riley of Healaugh county of the City of York, Yeo. Son, William; wife Katherine; grandchildren William son of Thomas Riley of Acaster Malby; Richard Ryley; Thomas Ryley; Thomas son of George Ryley; George son of George; George. Dated 16 May 1702.

60: Ind. 27 January 11 George 1724. Between Thomas Hardisty, City of York, tanner 1st party; Abell Robinson of Bishopthorpe, Yeo. Other party, WHEREAS William Archbishop of York and the Dean and Chapter of the Cathedral Church of St. Peter, York by their Ind. of lease 17 September 1722 demised to Thomas Wakefield, Samuel Daniell and Thomas Pinder (in Trust for themselves and the Rest of the Tenants to the premises hereinafter mentioned) 42A 1R of ground with apts in the fields and Lordship of Bishopthorpe. Term 21 years. Yearly rent £3.17.5³/₄d and WHEREAS it appears that Thomas Hardisty, father to the said Thos. Hardisty, party to these presents was intituled to 2A 3R of land, parcel of the 42A 1R and the said Thos Hardisty the father by his will devised the 2A 3R to Thos. Hardisty his son. THIS INDENTURE, Thos Hardisty in cons. £26 by Abell Robinson and for diverse other good causes, sets over to Abell Robinson the 2A 3R in the several townfields of Bishopthorpe, with apts, for the residue of the term of 21 years. MORE

61: (1) Ind. 15 February 1st George 2nd 1727. Between Thomas Allan of Knapton, county of the City of York, Yeo. and Elizabeth his wife 1st party; Nicholas Sugar, City of York, gent, Other party. WHEREAS William, late Archbishop of York and the Dean and Chapter of the Cathedral Church of St. Peter York, by ind. of lease 17 September 1722 demised to Thomas Wakefield, Samuel Daniell and Thomas Pinder (in Trust for themselves and the tenants to the premises hereafter mentioned etc) 42A 1R and apts in the fields and Lordship of Bishopthorpe. Term 21 years. Yearly rent £3.17. 5³/₄d. THIS INDENTURE Thomas Allan and Elizabeth his wife in cons 5/- from Nicholas Sugar and for diverse other good causes have set over to Nicholas Sugar 7A mentioned in the schedule to the aforesaid indenture annexed lying dispersed in the several townfields of Bishopthorpe, with apts, for the residue of the term of 21 years and under such covenants etc and conditions given

62: (2) Copy?

Ind. 19 September 4 George 2nd 1730. Between Wm. Topcliffe of Bishopthorpe, Yeo 1st party; Thomas Allan of Knapton, City of York, Yeo. Other party. WHEREAS Lancelot, Archbishop of York and the Dean and Chapter of the Cathedral Church of St. Peter, York, by Ind. of lease 1st January 1729 granted and to farm let to Thos. Wakefield, John Daniell and Nicholas Sugar (in Trust for themselves and the rest of the tenants to the premises hereafter mentioned etc) 42A 1R with apts in Bishopthorpe. Term 21 years, Yearly rent £3.17. 5³/₄d and WHEREAS it appears that Wm. Topcliffe is intituled to 3A 3R of land parcel of the said 42A 1R THIS INDENTURE, Wm. Topcliffe in cons £41 and other good causes has set over to Thos. Allan all those 3A 3R mentioned in the schedule for the remainder of the 21 years. MORE

Account attached: for 13/4d appears to be a charge for the copy.

63: (5). Ind. 4 May 16 George 2nd 1743. Between Thomas Ryley, City of York, cabinet maker, 1st party; Ellen Dunnington of West Cottingwith, Yorkshire, widow, Other party. Cons 5/- Lease for a year of property in No 64. Peppercorn rent. Uses to Possession.

64: Ind. 5 May 16 George 2nd 1743. Between Thomas R.ley, City of York, cabinet maker, 1st party; Ellen Dunnington of West Cottingwith, Yorkshire, widow, Other party. Thos Ryley for cons £250 by Ellen Dunnington confirms to Ellen Dunnington messuage, cottage or dwellinghouse at Bishopthorpe with the croft behind 2A and several pieces of arable land dispersed in the townfields of Bishopthorpe containing about 18A ..other property listed. For ever. Provided Thos. Ryley pay to Ellen Dunnington £260. 12. 6 (details of payments given). MUCH MORE
Dorse: Receipt for £250 by Thos. Ryley 7 Jan 1743. Receipt for further £30 and details of arrangements for repayment

65: 5 May 1743. Thos. Riley to Ellen Dunnington. Bond for securing £250 and interest.

Thomas Riley, City of York, cabinet maker bound to Ellen Dunnington of West Cottingwith, widow in £500.

Condition: To pay £250 with interest at 4 $\frac{1}{4}$ % on 5 November next.

Reference to mortgage of even date.

(this document was tied together with nos 59 and 89)

66: Ind. 4 February 21 George 2nd 1747, Between Thomas Riley, City of York, cabinet maker and Mary his wife 1st party; John Swann, City of York, butter factor, Other party. Cons 5/-. Property as in No 67.

Lease for a year. Uses to Possession

Label: "Title deeds relating to Freehold Lands at Bishopthorpe purchased by Mr. Milner of Mr. Richard Willber ???

67: Ind. 5 February 21 George 2nd 1747. Between Thomas Riley, City of York, cabinet maker and Mary his wife, 1st party; John Swann, City of York, Butter factor, Other party. Cons £400. Messuage or dwellinghouse in Bishopthorpe, county City of York, with a croft behind same 2A; also a new erected messuage or tenement adjoining to a house now or late Robert Staveley's, and one other messuage, cottage or tenement in Bishopthorpe and several parcels of land in townfields of Bishopthorpe 12A and several parcels of meadow ground in the tings of the town etc. ^{now in tenure of Thos. Dennis's assigns, 3A} For ever. MUCH MORE

68: Hillary Term 21 George 2nd 1747.

Final Concord at Westminster in 8 days of Purification of the Blessed Virgin Mary. Between John Swann, plaintiff and Thomas Riley and Mary his wife deforciants. 3 messuages, 3 cottages, 20A land, 20A meadow, 20A pasture etc in Bishopthorpe and Acaster. Thomas and Mary acknowledge to be the right of John, and have given him £100

69: Delivered bb proclamation and according to the format the statute. As above, No 68.

70: Ind. 5 May 21 George 2nd 1748 ("1747" in corner of document) Between Ellen Dunnington of West Cottingwith, Yorkshire, widow, 1st party; John Swann, City of York, butter merchant Other party. WHEREAS Thos. Riley of City of York, cabinet, by his ind. of release dated 5 May 1743, for a cons. released to Ellen Dunnington all the messuages, cottages, dwellinghouses, land and premises hereinafter mentioned with their apts., for ever, under a condition for the payment of £260. 12. 6 as appointed and WHEREAS....history. THIS INDENTURE, Ellen Dunnington, in cons £291.18. 0 by John Swann, being all the principal and interest money due to her, and other good causes and considerations (the property in his possession - Uses to Possession) messuage, cottage or dwellinghouse at

Bishopthorpe, county of the City of York, with the croft behind the same, 2A and several pieces arable dispersed in the townfields of Bishopthorpe 18A and piece of meadow ground in the Inge 2 $\frac{1}{2}$ A, and a piece of meadow, $\frac{1}{2}$ A behind the orchard, all which premises at Bishopthorpe now in possession of Thos. Dennis as tenant. Also new erected tenement adjoining the ..blank... house now in possession of Thos. Dennis together with part of the orchard and garden now separated and laid of the same and cottage or tenement in Bishopthorpe with a garth and orchard, late in the possession of Joseph Crampton, but now on lease to Thos Dennis, being at the lower end of the town of Bishopthorpe, and all other messuages, cottages, lands etc lately mortgaged to her by Thos. Riley in Bishopthorpe, together with etc. for ever.

Inside. Receipt "Received of Mr. John Swann the sum of £280. 3. 8 due to Mrs. Ellen Dunnington for principal on mortgage from Thomas Riley due to her the 5th day of this instant, May, for the use of Mrs. Dunnington per her order 3 May 1748 By me, William Birch.

71: 4 May 21 George 2nd 1748. Between Ellen Dunnington of West Cottingwith, Yorkshire, widow, 1st party; John Swann, City of York butter merchant, Other party. Cons 5/- and other good causes. Messuage, cottage or dwellinghouse at Bishopthorpe, City of York, with close behind the same 2a and several lands lying dispersed in the townfields of Bishopthorpe 18a and piece of meadow ground 2 $\frac{1}{2}$ A and piece of meadow or pasture ground $\frac{1}{2}$ A lying behind the orchard, all which premises in Bishopthorpe and now in possession Thos. Dennis as tenant, and all that other new erected tenement adjoining to ...blank...house now in the possession of Thos. Dennis together with part of the orchard and garden....as in No. 70... Term 1 year, peppercorn rent. Uses to Possession.

72: (6) Ind. 23 November 33 George 2nd, 1759 Between James Hodgson, City of York, butcher, Wm. Barker of East Cottingwith, Yorkshire, carpenter, Richard Barker of Laythem, Yorkshire Yeo. and Thos. Lund of Eskrick Yeo. 1st party; John Swann, City of York, merchant, Other party. WHEREAS the Archbishop of York and the Dean and Chapter of the Cathedral church of St. Peter in York, by ind. of lease 16 October 1757 demised to Thos. Wakefield, Thos. Varley and John Daniel (in Trust for themselves and the rest of the tenants of the premises hereafter mentioned etc) 42A 1R of ground and apts. in Bishopthorpe. Term 21 years. Yearly rent £3.17. 5 $\frac{3}{4}$ d and WHEREAS James Hodgson, Wm. Barker, Richard Barker and Thos. Lund are entitled to 5A 2R of land, parcel of the said 42A 1R. THIS INDENTURE James Hodgson, Wm. and Richard Barker and Thos. Lund in cons £55 by John Swann and other good causes set over to him 5A 2R lying and dispersed in the townfields of Bishopthorpe with apts. etc. for the residue of 21 years. MORE.

73: 18 February, 1764. Examined copy of the Award of Bishopthorpe as far as release to my estate there. An account of Mr. John Swann's allotments at Bishopthorpe taken from the Award. Copy dated 18 Feb. 1764.

74: 28 September, 1765. Mr. Richard Crosby to Mr. John Swann. Absolute confirmation by Feoffment of piece of ground in Bishopthorpe. Cons £5.10. 0
Ind. 28 September 1765 Between Richard Crosby, now with Thos. Scawon of Maidwell, Northamptonshire Esq., son and devisee of George Crosby late of Bishopthorpe, Yeo. dec. 1st party; John Swann, City of York, merchant, Other party. Cons £5.10. 0. Piece of pasture ground in Bishopthorpe $\frac{1}{2}$ R - P.G. which among other premises was devised by the will of George Crosby to Richard Crosby, for ever, with apts.
MUCH FURTHER INFORMATION

75: Copy of probate of will of Mr. John Swann, City of York, merchant, dated 30 June 1766. Copied 22 April 1772.

Son in law Joshua Oldfield. Daughter Dorothy Oldfield
Nephew John Swann

Cousin Susannah, wife of Charles Fawcett of Goodramgate, Ale Draper (beerseller)

Journeyman coopers John Haxby and James Calvert and late journeyman Wm. Dennison "discharged of all sums they may owe at the time of my decease"
Journeyman cooper John Pinder - as above "but if nothing shall appear due from him to me I give him 5/-"

Only son Thomas Swann. Friend Robert Bewlay.

Many details re his business

76: Ind. 3 April 9 George 3rd 1769. Between John Raper, City of York, gent and George Pawson of London, merchant, 1st party; Thos. Swann, City of York, butter factor 0ther party. Cons 5/- Orchard or parcel of ground 1R 5P with the trees therein growing lately in possession of John Quasie, now of Thos. Swann or his tenant. Also a piece of ground in a croft or close the remainder whereof is the property of the said Thos. Swann, also another piece of ground lying in another croft or close, the remainder is also the property of Thos. Swann, both which pieces of ground contain 1A 15P in the township or territories of Bishopthorpe, together with etc. Term 1 year. Peppercorn rent. Uses to Possession

77: Ind. 4 April 9 George 3rd 1769 Between John Raper, City of York, gent 1st party; George Pawson of London, merchant, 2nd party; Thos. Swan, City of York, butter factor 3rd party. ^{19/20 October 1768, the release} WHEREAS: by ind. of L & R between John Thompson of Kirby Hall, Yorkshire, Esq (brother and heir at law and also devisee and executor in last will of Stephen Thompson late of the same place Esq, dec.) dated 17 November 1760 1st party. George Pawson and Clementine his wife 2nd party; John Raper 3rd party; and by one fine sur cognizance de droit comceo etc. levied by George Pawson and Clementine his wife as of Hilary Term now last past.....all and every messuages, lands, buildings, gardens, farms, closes and grounds, tenements, hereditaments and premises whatsoever of George Pawson in the City of York and Bishopthorpe and Dringhouses in the county of the City of York and in Hillingfleet, Yorkshire, with etc., were for a consideration conveyed to John Raper, his heirs and assigns for 500 years. Provision for George Pawson to pay £4,000 on 20 Feb next ensuing the date thereof, and now last past, with interest....much history....THIS INDENTURE in cons £110 by Thos. Swann, with consent of John Raper, and the sum of 5/- releases to Thos. Swan orchard or parcel of ground 1R 5P and the trees therein growing lately in possession of John Masie and now of Thos. Swan or his tenant. Also croft or close and another croft or close, remainders of both the property of Thos. Swann, both which contain 1A 15P, in Bishopthorpe, with etc. for ever, free and absolutely discharged from the payment of all or any part of the said principal and interest money and for which such other hereditaments and premises comprised in the recited indenture do still remain in mortgage as hereinbefore mentioned.

Conditions and MUCH MORE. Three large pages of information.

78: This document was tied to No. 67.

5 August 1770. Mr. Lakeland to Mr. Willbor. Declaration of Trust of purchase money and assignment of a close at Bishopthorpe.

To all persons to whom these presents shall come. Greetings.

WHEREAS by ind. dated 1 June 1772 between Wm. Robinson of Kelfield, Yorkshire, Yeo., Wm. Dixon of Bishopthorpe, county of the City of York and Mary his wife and Firbank Poole then late of Bishopthorpe and then of Everton, Nottinghamshire and Jane his wife, 1st party; Rev. Thos. Wakefield of Rowley, Yorkshire, clerk, Richard Bealby, City of York, gent and Sarah Daniel of Leeds, widow, 2nd party; Robert Lakeland, City of York, gent 3rd party. Cons £84 Robert Lakeland to Wm. Dixon and Mary his wife, Firbank Poole and Jane his wife and 5/- by Robert Lakeland to Wm. Robinson....little close or croft at Bishopthorpe 3A 9P adjoining a close then or late of Mr. Thos. Swann on the south and west and a close of Thos. Wakefield on the east and on the croft of Francis Barlow Esq and Firbank Poole on the north. With etc. From 5 April then last past for residue of 21 years created by ind. of lease dated 16 Oct then last past between Robert, Archbishop of York and the Dean and Chapter of the Cathedral Church of St. Peter, York 1st party; Thos. Wakefield, Richard Bealby, Sarah Daniel Other party. Subject to clear yearly rental of 5/8³d and covenants, and payment of 3/- to the vicar of Bishopthorpe for the time being in part of 10/- awarded on the late inclosure to be paid to him in lieu of tythes for the whole estate there late of the said Wm. Robinson.

NOW KNOW YE I, Robert Lakeland acknowledge that the sum of £84 was the proper money of Richard Wilber of the City of York, cordwainer, and that the name of Robert Lakeland was and is used in the said ind. of Association in Trust only, and for the benefit of, Richard Wilber or his executors etc...MORE....Robert Lakeland sets all his rights over to Richard Wilber.

79: Ind. 16 October 11 George 3rd 1771. Between the Archbishop of York and the Dean and Chapter of the Cathedral church of St. Peter, York 1st party; Rev. Thos. Wakefield of Rowley, Yorkshire, clerk, Richard Bealby, City of York, gent and Sarah Daniel of Leeds, widow of John Daniel late of the same gent dec. Other party. Cons. the sum on a former lease and diverse good causes etc, have demised to Thos Wakefield, Richard Bealby and Sarah Daniel 46A 2R 18P of ground with apts. in Bishopthorpe (with one exception). Term 21 years. Rent £3.17. 5³d (details given) MORE, including schedule of lands and tenants.

80: 3 April 12 George 3rd 1772. Between Thos. Swann, City of York, butter factor, only son and heir at law of John Swann late of the same, butter factor/^{dec} also devisee in his last will, 1st party; John Raper, City of York, gent, Other party. Cons 5/-. Messuage, farmhouse, tenement or dwellinghouse with orchard, a parcel of ground and the trees therein growing. Also barn, stable and other buildings, yard, garth or croft and apts in Bishopthorpe, and other garth or croft in Bishopthorpe containing 1¹/₂A adjoining on Staveley's House with the road thereto reserved and other apts 1R 5P all which were heretofore the estate of George Pawson, merchant, dec and by him and the said John Raper sold to Thos. Swann who was then seized of the residue thereof and other part of the last mentioned garth or croft was purchased by the said John Swann, dec. of Richard Crossley and 13A 1R 24P of land in Bishopthorpe in Near South Field and which were awarded to John Swann dec. as in lieu of freehold by the Commissioners authorised by Act of Parliament etc.....and 4A 2R 26P in Bishopthorpe in the Common, which were also awarded etc.....details.....MUCH MORE

81: Ind. 4 April 12 George 3rd 1772
Release of property as in No. 80. Cons £900.
Two large pages of information

82: Ind. 6 April 12 George 3rd 1772. Between Thos. Swann, City of York, merchant, 1st party; John Raper of the same, gent Other party. WHEREAS Robert, Archbishop of York and the Dean and Chapter of the Cathedral church of St. Peter, York by ind of lease 16 October last past demised and to farm let to Thos. Wakefield, Richard Bealby and Sarah Daniell 46A 2R 18P of ground with apts within the Lordship of Bishopthorpe (except one little close inclosed with the wevers (fishponds), then in occupation of the most Rev. Father or his assigns.) Term 21 years. Yearly rent £3.17.5³/_d payable as therein expressed ...history ...THIS INDENTURE in pursuance of the foregoing and cons £60 sets over to John Raper the 5A 1R 9P mentioned in the schedule being part of a place in Bishopthorpe the Near Southfield awarded to John Swann dec., father of Thos. Swann and in lieu of leasehold by the Commissioners for inclosing the Commons etc in the Township of Bishopthorpe, together with the 27P allotted to him in lieu of copyhold (more information). For residue of 21 years. MORE

83: Ind. 1 June 12 George 3rd 1772. Between Wm. Robinson of Kelfield, Yorkshire, Yeo., Wm. Dixon of Bishopthorpe, Yeo. and Mary his wife and Firbank Poole late of Bishopthorpe, now of Everton Nottinghamshire Yeo., and Jane his wife, 1st party; Rev Thos Wakefield of Rowley, Yorkshire, clerk, Richard Bealby, City of York, gent and Sarah Daniel of Leeds, widow, 2nd party; Robert Lakeland, City of York, gent 3rd party. WHEREAS Robert, Archbishop of York and the Dean and Chapter of the Cathedral church of St. Peter, York by ind. of lease 16 October last past demised to 2nd party in Trust for themselves and several other persons mentioned in a schedule thereto annexed, 46A 2R 18P of land at Bishopthorpe for 21 years. Yearly rent £3.17.5³/_d....history....THIS INDENTURE cons £84 by Robert Lakeland to Wm. Dixon and Mary his wife, Firbank Pool and Jane his wife and 5/- by Robert Lakeland to Wm. Robinson - set over to Robert Lakeland little close or croft at Bishopthorpe containing 3A 9P, being part of the said demised premises, adjoining...position given....For residue of 21 years. Subject to the yearly rent of 5/8³/_d and covenants, also subject to annual payment of 3/- to the vicar of Bishopthorpe in part of 10/- awarded on the late inclosure, to be paid to him in lieu of tythes for the whole estate there of the said Wm. Robinson. MORE

84: Ind. 20 September 19 George 3rd 1779. Between John Raper, City of York, gent 1st party; Richard Willbor of the same, cordwainer Other party. Cons 5/-. Messuage, farmhouse, tenement or dwellinghouse with orchard and parcel of ground and the trees thereon growing. Also barn, stable and other buildings, yard, garth or croft and apts. in Bishopthorpe, and one other garth or croft in Bishopthorpe 1¹/₂A - P.G. - and 1R 5P....details of more property. Term 1 year. Peppercorn rent. Uses to Possession.

85: Ind. 21 September 19 George 3rd 1779. Parties as in No. 84. WHEREAS by Ind. of L & R 3 & 4 April 1772 Between Thos. Swann, City of York, butter factor, only son and heir at law of John Swann dec. and a devisee appointed in his last will 1st party, John Raper Other party, messuage, tenement or dwellinghouse, lands and hereditaments hereinafter mentioned and intended to be released were in cons £900 released for ever. WHEREAS the £900 was the proper money of Richard Willbor (details of arrangements given). THIS INDENTURE, in pursuance thereof etc. and consideration of promises and the sum of 10/- paid to John Raper by Richard Willbor. John Raper has confirmed to Richard Willbor etc. MUCH MORE

86: Ind. 21 September 19 George 3rd 1779. Between John Raper, City of York, gent 1st party; Richard Willbor of the same, cordwainer, Other party. WHEREAS by Ind. of Assignmant 6 April 1772 between Thos. Swann, City of York, merchant 1st party; and John Raper Other party...Reciting Robert, Archbishop of York and the Dean and Chapter of the Cathedral Church of St. Peter, York by ind. of lease 16 October last past demised to Thos. Wakefield, Richard Bealby and Sarah Daniel 46A 2R 18P of ground with apts in the Lordship of Bishopthorpe (excepting one little close inclosed with the wevers (fishponds), then in the occupation of the Rev. Father or his assigns. Term 21 years. Yearly rent £3.17. 5³d etc (notes re use of land and transactions relating to parts of the land) Ref. to ind. of 6 April 1772. For cons £60 from John Raper Thos. Swann sets over to him 5A 1R 9P in part of the Near South Field in Bishopthorpe which was awarded to John Swann, father of Thos. Swann in lieu of leasehold by the Commissioners authorised by Parliament for inclosing the common fields etc. in Bishopthorpe, together with 27P allowed to him in lieu of copyhold P.G. Other details and further history. THIS INDENTURE in pursuance and performance of the Trust reposed in John Raper and cons of 5/- by Richard Willbor, John Raper has set over to Richard Willbor the 5A 1R 9P and apts for the residue of 21 years, subject to yearly rent of 10/1d Other payments, considerations and agreements mentioned.

87: Ind. 1 April 35 George 3rd 1795. Between Richard Willbor, City of York, shoemaker 1st party; John Milner of Bishopthorpe, gent and Wm. Thompson of the same, gent a Trustee on behalf of John Milner, Other party. Cons 5/-. Garth adjoining the town street of Bishopthorpe heretofore purchased by Richard Willbor of Mr. Thos. Swann, part whereof he had purchased of George Pawson, merchant and John Raper, gent as Trustees, the residue thereof being then his property and having been purchased by John Swann dec, his father, of Richard Crossley the son and devisee of George Crossley, and also all that Allotment, piece of ground 13A 1R 24P also purchased by Richard Willbor of Thos. Swann, which was awarded to John Swann by the Commissioners authorised by Parliament for the inclosure of Bishopthorpe as and in lieu of freehold -P.G. Further details of lands and situations. Term 1 year. Peppercorn rent. Uses to Possession.

88: Ind 2 April 35 George 3rd 1795. Between Richard Willbor, city of York, shoemaker 1st party; John Milner of Bishopthorpe, gent 2nd party; Wm. Thompson, City of York, gent and Trustee named on behalf of John Milner 3rd party. Cons £1,305. Property as in No 87. For ever, in Trust. MANY MORE DETAILS.

89: Ind. 2 April 35 George 3rd 1795. Between Richard Willbor, City of York, shoemaker 1st party; Richard Bealby of the same, gent., 2nd party; John Milner of Bishopthorpe, gent 3rd party. WHEREAS William, Archbishop of York and the Dean and Chapter of the Cathedral church of St. Peter, York by ind. of lease 15 October 1789 for a consideration granted to Richard Bealby and Richard Willbor 34A 16P of ground with apts at Bishopthorpe. Term 21 years....details of use and history... including: as to 11A 2R 1P parcel of the 34A 16P for the use of Richard Bealby; as to 8A 1R 18P other parcel thereof for the use of Richard Willbor; as to 6A 2R 9P other parcel thereof....details of various allocations. THIS INDENTURE, in order to carry out the agreement for the use of 8A 1R 18P and for cons of £495 to Richard Willbor by John Milner. MUCH MORE.

To add to No. 9, page 3

9b: In Chancery in the matter of Thomas Colbeck, Wm. Ellis, Jacob Wilks the Elder, Wm. and John Holdsworth, bankrupts, Lewis Seaman of Otley, gent, maketh oath that he was present. Swears to witnesses signatures. 17 November, 1820.

9c: 18 October, 1811 Promissary note from Colbeck Ellis and Co for £3,000 at 5%

Dorse: Notes re dividend paid @ 5/- in the £ 12 December, 1820 1st and 3rd 7 August 1823 at 1/3 in the £; 2nd at 9/- in the £. Note 21. November 1820 certifying that the note was exhibited at Guildhall, London.

9d: 1 July 1816 Promissory note in £269. 3. 2 legal interest from Colbeck Ellis & Co re payment 12 December 1820.

Dorse: 7 August 1823 note to say exhibited at Guildhall, London on 12 June 1819.