

Notes & Document

Transcriptions

from a Visit to

Chatsworth

15-18/08/2006

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Notes & Document Transcriptions from a Visit to Chatsworth 15-18/08/2006

28/02/1650

Bundle Number L30/8

Indenture between Richard Kirkby and his wife Elizabeth and Sir John Lowther and others including John Kirkby Gent and Agnes Kirkby the mother of John and Richard.

Whereas at Lancaster Assizes on Monday in the fourth week of Lent in the 23rd year of the reign of the late King Charles etc., etc. To do with Hawkshead rectory

05/06/1653

Bundle Number L30/8

(Copy held)

1. THIS INDENTURE TRIPARTITE made the fifth day of June on the year of our Lord Christ according to the ancient uses
2. in England One Thousand Six Hundred ffifty and Three Between Richard Kirkby of Kirkby Ireley in the County of Lancaster esquire and Elizabeth his wife of the
3. first parte David Murray of St Clement Danes in the County of Middlesex esquire, John Kirkby of Kirkby in the said County of Lancaster Gentleman of the second parte And Sir John
4. Lowther of Lowther in the County of Westmorland Knight and Baronet Anthony Mildmay of Crownden Park in the County of Essex esquire and Agnes Kirkby of Kirkby
5. aforesaid widow mother of the said Richard Kirkby of the third parte
- Whereas at the Assizes holden at Lancaster on Monday in the ffowerth week of Lent in the three
6. and twentieth yeare of the reigne of the late King Charles before Phillipp Jarmin and John Greene Sergeant of ????? Justices of the said late King at Lancaster for the
7. time then being The said Richard Kirkby did acknowledge one ffine Sur romizane de droit romero unto the said David Murray and John Kirkby and the heirs of the said John Kirkby
8. of all those the Mannors and Lordships of Kirkby and Ulverston with the appurtenances And of the Rectory of the Church or Chappell of Hawkshead with the appurtenance in
9. the said County of Lancaster And all and singular the lands tenements tythes and hereditaments whatsoever of the said Richard Kirkby lying and being ?????ing or
10. ?????ing in Kirkby Ulverston and Hawkshead and in every or any of them in the said County of Lancaster???? the name or names of the Mannors of Kirkby and
11. Ulverston and Twenty Messuages Twenty Cottages Twenty Gardens One hundred acres of land Twenty acres of meadow One hundred acres of pasture ffive
12. hundred acres of Moore One hundred acres of Turbary fforty shillings rent with the appurtenances in Kirkby and Ulverston And of all manner of Tythes of Sheape, Grayne, Hay, Calves,
13. Lambes, Hoggs, Beefe, Wooll, Lyme and Hempe and of the yearly rent of ffower pounds in Hawkshead Colton Haverthwaite Claife Grayethwaite Saterthwaite and ffinsthwaite
14. within the said Rectory with the appurtenances And of the ffree ffishing of Steers Pool As by the Record of the said ffine may appeare NOW this Indenture witnesseth that itt is
15. declared by and between the said parties to these presents and the true intent and meaning of them and every of them before and at the time of the Levying and acknowledging
16. of the said ffine was and now is and is hereby declared to bee That the said ffine for as aforesaid or in any other sort had and levied and all and every other ffine and ffines
17. conveyances and assurances heretofore had levied and executed or hereafter to be had levied and executed by or betweene the said parties to these presents or any of them of the said
18. Mannors (Rectory) and premisses and every or any parte or parcel thereof Should and Shall bee and enure and was and were and is and are meant and intended and soe are
19. hereby declared to bee and to enure to the use of the said David Murray and John Kirkby and their heirs to the intent to make them perfect tenants of the ffreehold of the premises
20. for a precipe? To bee brought against them whereupon a Common Recovery for barring All former intailles and Remainders thereupon depending of the said Manor and premises may

21. bee had and suffered with voucher over as is hereinafter expressed FOR WHICH purport Itt is
 covenanted concluded and agreed by and between the said parties to these presents That
 22. it shall and may bee Lawfull to and for the said Sir John Lowther and Anthony Mildmay and
 Agnes Kirkby or the survivors or survivor of them or some or one of them on or before the ffifth
 23. Day of October next ensuing the date hereof to sue and prosecute forth of the Chancery of the
 County Palatine of Lancaster one or more writt or writs of Entrie Sur Desseisin en Et
 24. post Returnable in the Court of Comon pleas there against the said David Murray and John Kirkby
 thereby demanding the said Mannor Rectory and premises by apt and
 25. convenient names discriptons and numbers of acres To which said writt or writs the said David
 Murray and John Kirkby shall appear in person or by their Attorney and shall vouch
 26. to warranty the said Richard Kirkby who shall appear in person or by Attorney and enter into the
 said warranty and Vouch the Comon Voucher who shall appear and
 27. impart and afterwards shall depart in contempt Soe as Judgement may bee had and given for the
 said Sir John Lowther Anthony Mildmay and Agnes Kirkby or the survivors
 28. or survivor of them or some or one of them to recover the said Mannor Rectory and premises
 against the said David Murray and John Kirkby and for them to recover in value
 29. against the said Richard Kirkby and for him to recover in value against the said Comon Voucher
 And that execucon Shall and may be thereupon Awarded accordingly and all
 30. and every other act and thing bee done and executed requisite for the having and suffering a good
 and perfect Comon Recovery of the said Mannor Rectory and premises with
 31. Voucher over as aforesaid according to the usual course of Comon Recoveries for assurance of
 Lands in such cases used AND itt is declared and agreed by and between the said
 32. parties to these presents and the true intent and meaning of them and every of them at the time of
 the said ffine was and now is That after the said Recovery Soe as aforesaid or in any
 33. other sort to be had and suffered shal bee had and suffered As well the aforesaid ffine already had
 and levied as the said intended Recovery And alsoe all and every other ffine and ffines
 34. Recovery and Recoveries conveyances and assurances already had suffered and executed or
 hereafter to be had suffered and executed by or between the said parties to these presents or
 35. any of them of the said Mannor Rectory and premises and every or any parte or parcel parts or
 parcels thereof Shal bee and enure and shal bee adindyed? And taken and were and are and is
 36. meant and intended and soe are hereby declared to bee and enure And the said David Murray and
 John Kirkby the comizeed? in the ffine named and their heirs And the said Sir John Lowther
 37. Anthony Mildmay and Agnes Kirkby the recoverors to be named in the said Recovery and their
 heires shall stand and be seised of the said Mannor Rectory and premises comprised in
 38. the said ffine and to be comprised in the said Recovery with their and every of their appurtenance
 To the use of the said Richard Kirkby and of his heires and assignes forever And to or for
 39. none other use intent or purpose whatsoever IN WITNESS whereof all the parties above named
 have to these present Indentures sett their hands and seals the day and year first
 40. above mentioned.
 Signed Richard Kirkby, Anthony Mildmay

04/12/1656

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the ffowerth day of December in the yeare of our Lord CHRIST
 2. according to the account used in England One Thousand Six hundred ffifty and Six Between
 Richard
 3. Kirkby of Kirkby in the County of Lancaster Esquire of the one parte And Ottwell Meverell of
 Graies Inne
 4. in the County of Middlesex Esquire of the other parte witnesseth that in consideration of the Sume
 of ffive shillings of
 5. lawfull money of England in hand paid by the said Ottwell Meverell unto the said Richard Kirkby
 the receipt whereof

6. hee doth hereby acknowledge hath bargained and sold and by these presents doth bargain and sell unto the said

7. Ottwell Meverell All that the Rectory of the Church or Chappell of Hawkshead with the appurtenances thereof in the

8. County of Lancaster And all and singular the gleabe lands tythes Oblations Obventions profite comodities and

9. appurtenances whatsoever to the said Rectory belonging or in any wise apperteyning arriseing renewing or

10. increasieing within the Townes fields hamlets tytheings precincts or territories of Hawkshead Colton Nibthwaite

11. Claife Graithwaite Saterthwaite and ffinsthwaite and every or any of them or elsewhere in the said County of

12. Lancaster to the said Rectory belonging or in any wise apperteyning or accepted reputed taken or known as

13. parte or parcel thereof or as thereunto belonging And the Reversion and Reversions Remainder and Remainders

14. together with the rents and profits of the premises and of every parte and parcel thereof To have and to

15. hold the said Rectory tythes and all and singular other the premisses hereinbefore menconed and intended

16. to bee hereby bargained and sold with their and every of their appurtenances unto the said Ottwell Meverell

17. his Executors and assignes from the day before the date hereof for and during the term of one whole year

18. from thence next ensuing and fully to be compleate and ended yeolding and paying therefore the rent

19. of One pepper corne at the ffeast of St Michael the Archangell only if the same be demanded To the

20. intent that by vertue of these presents and of the Statute for transferring use into possession the said

21. Otwell Meverell may bee in the actual possession of the premises and bee enabled to accept a graunt

22. of the Revercons and inheritance thereof to him and his heires In Witness whereof the parties above

23. named have to these present Indentures interchangeably sett their hande and seals the day and year

24. first above written

Signed Richard Kirkby

05/12/1656

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE tripartite made the fffifth day of December in the yeare

2. of our lord CHRIST according to the account used in England One Thousand Six hundred and ffifty and six

3. Between Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esquire of the first parte Ottwell

4. Meverell of Graies Inne in the County of Middlesex Esquire of the second part And John Pitchford of Ely

5. in the Isle of Ely and County of Cambridge of the third part witnesseth that the said Richard Kirkby for good

6. considerations him hereunto moveing hath granted released and confirmed and by these presents by and with the

7. consent of the said John Pitchford testified by his being party to and signeing and sealing of these presents doth grant

8. release and confirm unto the said Otwell Meverell in his actual possession now being by virtue of a bargaine and
9. sale to him thereof made for one yeare by the said Richard Kirkby by Indenture bearing date the day before the
10. date hereof And by force of the Statute for transferring acts into possession all that the Rectory of the Church or
11. Chappell of Hawkshead with Appurtenances in the County of Lancaster And all and singular the Glebe lands
12. tythes Oblatons Obventions profite commodities and appurtenances whatsoever to the said Rectory belonging or
13. in any wise apperteyning arriseing renewing or encreaseing within the Townes fields hamlette tythinge
14. precinct or territories of Hawkshead Colton Nibthwaite Claife Graithwaite Satherthwaite and ffinsthwaite
15. and every or any of them or Elsewhere in the said County of Lancaster to the said Rectory belonging or in any wise
16. apperteyning or accepted reputed taken or knowne as parte or parcel thereof or as thereunto belonging And all
17. the estate right title interest clayme and demand whatsoever of him the said Richard Kirkby of in and unto
18. the said Rectory and premises and of every or any of them and of every or any parte or parcel thereof
19. And the Reversion and Reversions Remainder and Remainders together with the Rent and profite of the
20. premisses and of every parte and parcel thereof TO HAVE and to hold the said Rectory tythes and all
21. and singular other the premisses herein before menconed and intende to bee hereby granted with their
22. and every of their appurtenances unto the said Otwell Meverell and his heires to the use of the said Otwell
23. Meverell and of his heires and assignes forever to the intent the said Rectory and premisses being conveyed
24. unto and vested in the said OtwellMeverell may not bee liable to a Statute intended to bee entred by the said
25. Richard Kirkby to the said John Pitchford but bee freed and discharged thereof And upon trust to and for the
26. benefitt of the said Richard Kirkby his heires and assignes and to bee at his and their ffree Dispose
IN WITNESS
27. whereof the parties above named have to these present Indentures Sett their hande and seales the day
28. and year first above written

Sealed and delivered by the within named John Pitchford in the presence of Willm Slater, Thomas Watson, John Pera, Jno Rt Peter Thelder

Sealed and delivered by the within named Richard Kirkby in the presence of Jo Knight, Jo Calvert, Thomas Watson, Rich Cowney, Mat Johnson

08/12/1656

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE TRIPARTITE made the Eighth day of December in the yeare of our Lord CHRIST according to the account used in
2. England one thousand six hundred ffifty and Six Between Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esquire and Isabella his wife of the

3. ffirst parte John Pitchford of Ely in the Isle of Ely and County of Cambridge Esquire of the second Parte and John Calvert of Holborne in the County of Middlesex Gent of the third parte WITNESSETH that in consideracon of a certaine sume of lawfull money of England to the said Richard Kirkby in hand paid by

4. the said John Pitchford The service whereof hee doth hereby acknowledge and thereof and of every parte and parcel thereof doth cleerely acquire and discharge

5. the said John Pitchford his executors and administrators and every of them by theis presents the said Richard Kirkby Hath graunted bargained sould and Demised

6. and by theis presents Doth graunt bargain sell and Demise unto the said John Pitchford All those the Mannors and Lordshipps of Kirkby and Ulverston with

7. all and singular of their rights members and appurtenances in the said County of Lancaster And all and singular other the Mannors Lordshipps messuages

8. lands tenements ???? ?????? the grounds Mills woods underwoods rents and hereditaments whatsoever of him the said Richard Kirkby situate lying and being

9. or to be had perceived or taken within the Townes parishes Villages hamlettes premises and territories of Kirkby and Ulverston or either of them in the law

10. County of Lancaster And the Revercon and Revercons Remainder and Remainders together with the rents and profits of the said Mannors and premises and of every

11. parte and parcel thereof TO HAVE AND TO HOLD the said Mannors Lordshipps and all and singular other the premises herein before menconed and intended

12. to be hereby graunted with their and every of their appurtenances unto the said John Pitchford his Executors administrators and assignes from th emakeing hereof for and

13. during the terme of ffower score and nyneteene yeares from thence next ensuing and fully to bee compleate and ended without impeachment of or for any wast

14. yielding and paying therefore yearely the rent of One pepper corne at the ffeast of St Michael Th'archangell only (if the same be demanded) AND the said

15. Richard Kirkby for himself his heires executors and administrators Doth covenante and graunt to and with the said John Pitchford his executors administrators and assignes by

16. theis presents That hee the said Richard Kirkby now is and standeth lawfully and rightfully seised of and in the said Mannors and Lordshipps and all and singular other

17. the premises herein before menconed and intended to bee hereby graunted with their and every of their appurtenances of a good sure perfect absolute and indefeasable

18. estate in ffee Simple And now hath good right full power and authority to graunt and demise the said Mannors and Lordshipps and premises with their and every of

19. their appurtenances unto the said John Pitchford his executors administrators and assignes for and during all the said terme of ffower score and nynteene yeares without

20. impeachment of wast according to the purport true intent and meaning of theis presents And that it shall and may bee lawfull to and for the said John Pitchford

21. his executors administrators and assignes from time to time and at all times hereafter during all the said terme of ffower score and nyneteene yeares peaceably and

22. quietly to have hold possesse and enjoy the said Mannors Lordshipps and all and singular other the premisses herein before menconed and intended to bee hereby

23. graunted with their and every of their appurtenances without the lawfull lett suite trouble or interrupcon of the said Richard Kirkby his heires or assignes or any

24. other person or persons whatsoever Discharged or saved harmelesse of and from all incumbrances whatsoever (Such yearely rent charge issuing out of the premisses

25. or some parte thereof not exceeding ffower score and Seaven pounds and Tenne shillings per annum as Agnes Kirkby widdow mother of the said Richard Kirkby hath

26. for her life or for yeares determinable by her decease And one yearely rent charge of fforty marks payable to John Kirkby Uncle of the said Richard for and during

27. the terme of his naturall life And one other yearely rent charge of Twenty pounds to bee paid to John Kirkby brother of the said Richard during the terme of his naturall

28. life and likewise one other rent of Twenty pounds yearely to bee paid to William Kirkby another brother of the said Richard Kirkby for and during the terme of

29.

30. his naturall life And likewise One pound Thirteene Shillings and ffower pence rent yearely payable to the Chiefe Lord of the ffee as the same is by tenure due

31. only excepted and foreprised AND further the said Richard Kirkby for himself his heires executors and Administrators Doth Covenante and graunt to and with the

32. said John Pitchford his executors and assignes by theis presents That the said Richard Kirkby and Isabella his wife shall and will on thistide? And before the end of the next

33. Assizes to bee holden for the County Palatine of Lancaster duly levy and acknowledge one or more ffine or ffines Sur conuzans de Droit come ceo &c in the

34. Court of the Comon Pleas of the said County Palatine with proclamacons according to the usual course of ffines with proclamacons for assurance of lands

35. in such cases used and the forme of the Statute in that behalf provided unto the said John Calvert and his heires of the said Mannors Lordshipps and all and

36. singular other the premises herein before menconed and intended to bee hereby graunted with their and every of their appurtenances 25y such apt and convenient

37. names descripcions and numbers of acres as by the Counsell learned in the Lawe of the said John Pitchford his Executors or assignes shal bee reasonably demised

38. or required AND ITT is Declared by all the said parties to theis presents That the said ffine or ffines soe as aforesaid or in any other sort to bee levied and all and

39. singular ffine and ffines Conveyances and assurances heretofore had made and executed or hereafter to bee had made or executed by or betweene the said parties

40. to theis presents or any of them of the said Mannors Lordshipps and all and singular other the premisses herein before menconed to bee hereby graunted

41. and every or any parte or parcel parts or parcels thereof Shall bee and enure and shal bee adiudged and taken and is and were and are meant and intended

42. and hereby declared to bee and to enure ffor the corroborating and confirmeing thies presents and the graunt and Demise hereby made of the said Mannor

43. and premises unto the said John Pitchford his executors and assignes for and during the said terme of ffower score and nyneteene yeares without impeachment

44. of wast And subject thereunto the said Graunt and Demise To the use of the said Richard Kirkby and of his heires and assignes for ever And to or for none

45. other the intent or purpose whatsoever AND lastly itt is Declared that theis presents and the Graunt and demise hereby made to the said John Pitchford is for

46. ???? to him to the intent hee shall and may Redemise the said Mannors and premises unto the said Richard Kirkby for the terme of ffower score and

47. eighteene yeares and Eleaven moneths under such severall yearely rents condicions and agreements as are agreed to bee conteyned in such redemise IN WITNES

48. whereof the parties above named have to theis present Indentures interchangeably sett their hands and seales the day and yeare first above written

10/12/1656

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the Tenth day of December in the yeare of our Lord CHRIST according to the account

2. used in England One Thousand Six hundred fifty and Six Between John Pitchford of Ely in the Isle of Ely

3. and County of Cambridge Esquire of the one parte And Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esquire

4. of the other parte WHEREAS in and by one Recognizance in the nature of a Statute Staple bearing even date with these

5. presents taken and acknowledged before the Right Honourable Olive St John Lord Chief Justice of the Court of Comon Pleas at Westminster

6. The said Richard Kirkby is and standeth bound unto the said John Pitchford in the Sume of Two Thousand pounds

7. payable as by the said Recognizance may at large appear NOW this Indenture WITNESSETH that it is

8. nevertheless covenanted condiconed and agreed by and between the said parties to these presents And the said John

9. Pitchford for him his heires executors and administrators Doth Covenant conclude and agree to and with the said Richard

10. Kirkby his heires executors and assignes by these presents that if the said Richard Kirkby his heires executors administrators or

11. assignes or any of them Doe well and truly pay or cause to be paid unto the said John Pitchford his Executors

12. administrators or assignes The Severall and respective rents reserved in one Indenture bearing date the ninth day of

13. this instant month of December made between the said John Pitchford of the one part and the said Richard Kirkby

14. of the other part according to the reservacon Condicon and Covenant therein in that behalf conteyned And alsoe

15. That if the said Richard Kirkby his heires executors and administrators and every of them doe and shall from time to

16. time well and truly observe performe fulfil and keepe All and every the grants covenants condicons and

17. agreements which on his and their parte and behalf are and ought to be observed performed fulfilled and

18. kept conteyned in one Indenture tripartite bearing date the Eighth day of this instant month of December

19. made betweene the said Richard Kirkby and Isabella his wife of the ffirst parte the said John Pitchford of

20. the second parte and John Calvert Gent of the third parte and in the before menconed Indenture bearing date

21. the said Nynth day of this instant December And that in all things according to the true intent and

22. meaning of the same severall Indentures and either of them ???? and at all times from thenceforth the

23. said Recognizance or Statute Staple shall bee void and of none effect and shall bee delivered up to bee at the

24. cost and charges of the said Richard Kirkby his heires or assignes ?????? or ?????? IN WITNESS

25. whereof the parties above named have to these present Indentures interchangeably sett their hands and seales

26. the Day and yeare first above written.

Signed John Pitchford

10/12/1656

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the Tenth day of December in the yeare of our Lord CHRIST according to the account used in England One thousand Six

2. hundred ffifty and Six Between John Pitchford of Ely in the Isle of Ely and County of Cambridge Esquire of the one part And Richard Kirkby of Kirkby Ireleth in the

3. County of Lancaster Esquire of the other parte WHEREAS by Indenture tripartite bearing date the Eighth day of this instant month of December made or menconed to be made

4. Between the said Richard Kirkby and Isabella his wife of the first parte the said John Pitchford of the second parte and John Calvert Gent of the third parte All

5. menconed that in consideration of a certayne Sume of money The said Richard Kirkby hath granted bargained And sould and demised unto the said John Pitchford All ????? the

6. Mannors and Lordshipps of Kirkby and Ulverston with their and every of their rights members and appurtenances in the said County of Lancaster And divers of their

7. messuages lands tenements rents and hereditaments in the said Indenture menconed in Kirkby and Ulverston or either of them in the said County

8. of Lancaster To hould to the said John Pitchford his Executors administrators and assignes from the making thereof for and during the terme of fflower score and nineteen yeares

9. from thence next ensuing and fully to bee compleate and ended without impeachment of wast at the rent of one pepper corne Which Indenture and the grant and

10. demise thereby made is thereby declared to be soe made to the said John Pitchford to the intent hee shoud and might Redemise the said Mannors and premises unto the

11. said Richard Kirkby for fflower score and Eighteen years and eleaven moneths under such severall yearely rent condicons and agreements as were agreed to Bee conteyned in

12. such intended redemise and as are herein after expressed As by the said Indenture may at large appear NOW this Indenture therefore WITNESSETH that according

13. to and in pursuance of the intent declared in the said recited Indenture The said John Pitchford hath Leased lett and to the same lett and by these presents Doth Lease lett and to the Terme

14. lett unto the said Richard Kirkby All those the said Mannors and Lordships of Kirkby and Ulverston with their and each of their right members and appurtenances And all and singular

15. other the Manors messuages lands tenements and hereditaments whatsoever which in and by the said recited Indenture were granted and demised or menconed to be soe granted

16. and demised by the said Richard Kirkby unto the said John Pitchford for and during the said terme of of fflower score and nineteen yeares ???

17. the rents and profite of the said Mannors and premises and of every part and parcell thereof TO HAVE AND TO HOLD the said Mannors and Lordships and all and singular

18. other the premisses herein before menconed and intended to be hereby ?????? with their and every of their appurtenances unto the said Richard Kirkby his Executors Administrators

19. and assignes from the making hereof ffor and during the term of fflower score and eighteen yeares and eleaven months from the now next ensuing and fully to be compleate

20. and ended without impeachment of or for any wast YEELDING and paying therefore on the Seaven and twentieth day of June next ensuing the date hereof the full Sume of

21. One hundred pounds of lawful money of England Att or in the Comon Dyneing Hall of Trinity College in the University of Cambridge without any defalcacon or

22. abatement for taxes or for any other matter cause or thing whatsoever AND YEELDING and paying therefore yearly and every year for and during the terme of Seaven whole

23. yeares next and immediately ensuing from and after the said Seaven and Twentieth day of June now next ensueing the yearely rent or sume of Two Hundred pounds of like money

24. without any defalcacon or abatement for taxes or for any other matter cause or thing whatsoever half yearely on the Seaven and Twentieth day of December and Seaven and

25. Twentieth day of June in and during every yeare of the said Seaven yeares by even and equall porcons The said yearely rent of Two Hundred pounds to bee alsoe from time to

26. time paid att or in the Comon Dyneing Hall of Trinity College in Cambridge aforesaid And the first payment of theSume yearely rent of Two Hundred pounds to begin and bee

27. made on the Seaven and twentieth day of December which shal bee in the yeare of our Lord One Thousand Six hundred ffifty and Seaven And alsoe yielding and paying for and during

28. all the rest and residue of the said terme of fflower score and Eighteen yeares and Eleaven moneths to come after the expiring of the said Seaven yeares the yearely rent of One pepper corne

29. at the ffeast of St Michael Th'archangel only (if the same bee demanded) AND IF it happen the said Sume of One Hundred pounds or the said yearely rent of Two

30. hundred pounds or any parte or parcel of them or either of them shal bee behind or unpaid after any of the daies whereon the same as herein before reserved to bee paid (although

31. the same bee not demanded) That then and at all times from thenceforth it shall and may be lawfull to and for the said John Pitchford his Executors and assignes unto

32. the said Mannors and premises and every parte and parcel thereof wholly to ?????? and the same to have hold repossess and enjoy and in his or their ????? and ??? ?????

33. estate Any thing herein before conteyned to the contrary in any wise notwithstanding AND the said Richard Kirkby for himself his heires Executors and administrators Doth

62. Pitchford his Executors or assignes shal bee reasonably devised or required AND the said John Pitchford for himself his Executors and administrators Doth covenante and graunt to and with the said

63. Richard Kirkby his heires and assignes by these presents That it shall and may bee lawfull to and for the said Richard Kirkby his heires Executors and assignes (under the ??????? ???? Condicons Covenants and

64. agreements herein conteyned on his and their parte to be paid and performed) from time to time and at all times during the said terme of ffower score and Eighteen yeares and Seaven months peaceably

65. and ??? ?? to have hould possesse and enjoy the said Mannors and premises before menconed to bee hereby leased with their appurtenances and the rents and profits thereof to receive and take to his and their owne

66. use without the lawfull Let Suite trouble or interrupcon of the said John Pitchford his executors or assignes or any of them or any person or persons clayming or to clayme under him them or any of them And that

67. from time to time upon payment of the rents herein before reserved at the daies and times whereon the same is herein before appointed to bee paid according to the intent of these presents Exe the said John Pitchford his

68. executors administrators or assignes shall and will upon request in that behalf make and give arquittances in writing under his or their hands testifying the receipt thereof (The same being brought unto him or them

69. ready prepared in writing) And that after full payment made of the said One Hundred pounds on the said Seaven and twentieth day of June next and of the said yearely rent or Sume of Two hundred pounds for and

70. during the said terme of Seaven yeares immediately following after the said Seaven and Twentieth day of June next according to the reservacon condicon and covenante in that behalf herein before conteyned and the

71. true meaning of these presents hee the said John Pitchford his executors administrators or assignes shall and will upon the request and at the cost and charges of the said Richard Kirkby his heires or assignes Surrender all his and their estate and

72. interest in and to the said Mannors and premises unto the said Richard Kirkby his heires or assignes or to such other person or persons as hee or they shall direct appoint ffor and during all the rest and residue of the said terme of

73. ffower score and nineteen yeares in and by the said recited Indenture graunted then to come and unexpired ffree of all incumbrances made or done by the said John Pitchford his Executors or assignes in th emeane time And

74. shall and will then alsoe deliver upp unto the said Richard Kirkby his heires or assignes those partes of these presents and of the said recited Indenture as he under his hand and seale together with one Recognizance in the nature of a

75. Statute Staple of the penal Sume of Two Thousand pounds entred by the said Richard Kirkby unto the said John Pitchford Dephesaned for performance of the Covenante and agreement on their parte and in the said recited

76. Indenture conteyned on the parte of the said Richard Kirkby to be performed hee the said Richard Kirkby his heires or assignes delivering upp the other parte of these presents and of the said recited Indenture under the hand and seale of the

77. said John Pitchford unto him the said John Pitchford his Executors or assignes to bee cancelled IN WITNESS wherof the parties above named have to these present Indentures interchangeably sett their hands and seales the

78. day and yeare first above written
Signed John Pitchford

28/11/1657

Bundle Number L36/2

(Photographed)

1. Know all men by these presents mee Richard Kirkby of Kirkby in the
2. Parish of Kirkby within the County of Lancaster Esq. To bee holden & firmly bound

3. to Thomas Wharton of Graies Inne within the County of Middlesex Esq. In Eight
4. hundred pounds of lawful money of England to bee paid to the said Thomas
5. Wharton or to his certain Attorney having this writing his heirs or
6. Executors on the ffeast of St Thomas the Apostle next coming after the date
7. hereof. And if I shall faile in payment of the Debt a forefait I will grant
8. that then the penalty in the Statute Staple ordained or provided for recovery
9. of Debts for ????? ???? in the same ?????? shall ????? upon mee my heirs
10. & Executors Dated the Eight and Twentieth day of November in the
11. year of our Lord One thousand Six hundred ffifty & Seaven WITNESS
Signed Kirkby

30/11/1657

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the thirtieth day of November in the
2. yeare of our Lord God according to the Accompt now used in England One thousand six hundred
3. ffifty
4. and seaven Between Thomas Wharton of Grayes Inne in the County of Middlesex Esq. Of the one
5. part and Richard Kirkby of Kirkby in the parish of Kirkby in the County of Lancaster Esq. Of the
6. other part WHEREAS the said Richard Kirkby in and by one Recognizance or writeing
7. Obligatory of the nature of a Statute Staple made and provided for the Recovery of Debts
8. bearing date the eight and twentieth day of November instant taken and acknowledged
9. before John Glynn Lord Chief Justice of England is and standeth bound to the said Tho-
10. mas Wharton in the Sume of Eight hundred pounds of lawfull money of England to be payd
11. to the said Thomas Wharton in such manner as therein is menconed. As in and by the said
12. Recognizance or writeing Obligatory of the nature of a Statute Staple in one fully and all ?????
13. ?????????? NOW THIS INDENTURE witnesseth and it is hereby nevertheless Covenanted granted
14. ?????????? and agreed by and between the said parties to these presents and their true intent and
15. meaning of the
16. said Recognizance and of these presents and of the parties hereunto is and the said Thomas
17. Wharton for
18. his heires Executors and Administrators is contented and pleased that if the said Richard Kirkby
19. his heires Executors
20. Administrators and Assignes or any of them shall and doe well and truly pay or cause to be payd
21. unto the said Tho-
22. mas Wharton his Executors Administrators and Assignes or any of them the full and just terms of
23. ffower hundred
24. twenty and fower pounds of good and lawfull money of England in manner and forme following
25. That is to say
26. The sume of Twelve pounds att or upon the thirtieth day of May next and immediately ensuing the
27. day of the
28. Date of these presents and the Sume of ffower hundred and twelve pounds att or upon the thirtieth
29. day of November
30. which shal be in the yeare of our Lord God One thousand six hundred ffifty and eight without any
31. fraud ??? or ??????
32. & May and shall also well and truly observe forme fulfil and accomplish all and singular other the
33. covenants Provisos
34. Condicons Grants articles payments and agreements where on his and their parts and behalves and
35. or ought to be observed
36. performed fulfilled payd and kept comprised and verified in a certaine paire of Indentures of
37. Demise bearing even date
38. with these presents and made between the said Richard Kirkby of the one part and the said
39. Thomas Wharton of the

26. other part according to the true intent and meaning of the said Indenture That then the said Recognizance or write-
 27. ing Obligatory above ??????? or menconed shal be utterly void and of none effect And then also the said Thomas Wharton
 28. his Executors Administrators or Assignes or some of them shall and will deliver or cause to be delivered for the said
 29. Recognizance or writeing Obligatory to the said Richard Kirkby his heires Executors or Administrators to be danielled? Varated? and
 30. unto and otherwise the same shall stand and abide in full forme and vertue IN WITNESS whereof the parties
 31. above named have unto these present Indentures Interchangeably sett their hands and seales the Day and yeare first above written
Signed Richard Kirkby
-

30/11/1657 Bundle Number L30/8

Indenture between Richard Kirkby and Thomas Wharton of Grayes Inn Middlesex Esq.
For £400 to Richard Kirkby from Thomas Wharton Richard Kirkby sells the Deare Parke, 200 acres, late in occupation of Richard Kirkby and the land called Longmire and woods etc. 15 acres and the messuage called Catnest, and the sheep heath called Langridge within the indraught thereunto belonging called Knott 100 aces. All in the Manor of Kirkby Ireleth and in possession of the late Roger Kirkby father of Richard Kirkby. All to Thomas Wharton for 1000 years paying yearly one peppercorn on the first of May if demanded. Redemption proviso if Richard Kirkby pays back the £400 and interest of 6% pa.

30/10/1658 Bundle Number L30/8

Richard Kirkby and William Rawlinson etc., re Graithwaite tythes. For £28..15..3d to Richard Kirkby from William Rawlinson and other inhabitants in the Bailiwick of Graithwaite to but out the Tythes.

20/03/1659 Bundle Number L30/8 (Photographed)

1. THIS INDENTURE made the twentieth day of March in the yeare of our Lord CHRIST according to the account used in England one thousand
2. six hundred ffifty and nine BETWEEN Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esquire of the one parte and Thomas Slater of Cambridg
3. in the County of Cambridg Doctor of Phisick and John Pitchford of Ely in the Isle of Ely and County of Cambridg Esquire of the other parte WITNESETH
4. that the said Richard Kirkby for good consideracons him thereunto moveing and by and with the consent of the said Thomas Slater testified by his being party to
5. and Signeing and Sealing of these presents hath assigned surrendred and yielded upp and by theis presents doth assigne surrender and yeeld upp unto the said John
6. Pitchford All th'estate right title interest terme and termes of yeares to come and unexpired benifitt advantage clayme and demaund whatsoever of the said Richard Kirkby
7. and which he the said Richard Kirkby now hath by force and vertue of a lease to him made by the said John Pitchford for the terme of ffower score and eighteene yeares and
8. eleaven monethes in and by one Indenture of lease bearing date the nynth day of December which was in the yeare of our Lord one thousand six hundred ffifty and six and
9. herein after menconed of in and unto all those the Mannors and Lordshipps of Kirkby and Ulverston with their and either of their rights members and appurtenances in the
10. said County of Lancaster And of in and unto all and Singular other the Mannors Lordshipps Messuages Lands tenements closes inclosed grounds mills woods underwoods

11. rents and hereditaments whatsoever situate lying and being or to be had perceived or taken within the Townes Parishes Villages Hamletts precincts and territories
12. of Kirkby and Ulverston or either of them in the said County of Lancaster (which said mannors and premises in and by one Indenture tripartite bearing date the
13. eight day of December which was in the yeare of our Lord one Thousand Six hundred ffifty [fifty] and Six expressed to be made between the said Richard Kirkby and Isabella
14. his wife of the first parte the said John Pitchford of the second parte and John Calvert Gent of the third parte for the consideracons therein menconed were graunted
15. and demised or menconed to be graunted and demised by the said Richard Kirkby unto the said John Pitchford for and during the terme of ffower score and nineteene
16. yeares at the yearely rent of one pepper corne And by the said Indenture bearing date the said nynth day of December which was in the said yeare of our Lord one
17. Thousand six hundred ffifty and Six expressed to be made betweene the said John Pitchford of the one parte and the said Richard Kirkby of the other parte were leased or
18. menconed to be leased by the said John Pitchford unto the said Richard Kirkby for the terme of ffower score and eighteene yeares and eleaven monethes at and under
19. severall yearely rents therein reserved and menconed As thereby (amongst other things) may at large appeare TO HAVE and to hould the said Mannors and all and
20. singular other the premises herein before menconed and intended to be hereby assigned with their and every of their appurtenances unto the said John Pitchford his
21. Executors Administrators and Assignes from henceforth for and during all the rest and residue yet to come and unexpired of the said terme of ffower score and eighteene
22. Yeares and eleaven moneths in and by the said last menconed Indenture leased as aforesaid As fully and amply to all intents and purposes as the said Richard
23. Kirkby may or might have held or enjoyed the same in case this presents had not bene had or made AND the said Richard Kirkby for himselfe his Executors and
24. Administrators doth Covenant and graunt to and with the said John Pitchford his Executors and Assignes by these presents That he the said Richard Kirkby hath not at any time
25. Since the makeing of the said last menconed Indenture of Lease for ffower score and eighteen yeares and eleaven monethes made done or committed any Act matter or
26. thing whatsoever whereby or wherewith the said Mannors and premises or any parte or parcel thereof are shall or maybe impeached or incumbered in title
27. charge Estate or otherwise howsoever IN WITNESS whereof the parties above named have to these present Indentures sett their hands
28. and Seales the day and yeare first above written
Signed John Pitchford

20/03/1659

Bundle Number L30/8

Indenture John Postlethwaite and Richard Kirkby – no time left to check this one.

21/03/1659

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE TRIPARTITE made the One and Twentieth day of March in the yeare of our Lord CHRIST according to the account used in England One Thousand Six hundred ffifty
2. and nyne Between Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esq. and Isabella his wife and Ottwell Meverell of Graies Inne in the County of Middlesex Esq. of the first parte John Pitchford of Ely
3. in the Isle of Ely and County of Cambridge Esq. of the secone parte And John Calvert of Holborne in the County of Middlesex Gent of the third parte WITNESSETH that in concideracon of a certain sume of

4. lawfull money of England to the said Richard Kirkby in hand paid by the said John Pitchford The receipt whereof hee doth hereby acknowledge and thereof and of every parte and parcel thereof Doth

5. thereby aiquite release and discharge the said John Pritchard his executors and administrators and every of them by theis presents The said Richard Kirkby and at his request and appointment the said Ottwell Meverell

6. Have graunted bargained sould and Demised and by theis presents doe graunt bargain sell and demise unto the said John Pitchford All and singular the gleabe lands tythes oblacons obvencons profits and comodities

7. whatsoever lying or being or to bee had perceaved or taken within the Baylywick of Hawkshead in the said County of Lancaster to the rectory of the Church or Chappell of Hawkshead aforesaid belonging or

8. apperteyning with their and every of their appurtenances And the revercon and revercons of the premisss and all rents thereto incident TO HAVE AND TO HOLD the said Gleabe lands

9. tiethes and all and singular other the premises herein before menconed and intended to be hereby graunted and demised with their and every of their appurtenances unto the said John Pitchford his

10. Executors administrators and assignes from the eighth day of December which was in the yeare of our Lord One Thousand Six hundred ffifty and Six for and during the tenure of ffower score and

11. nyneteene yeares from thence next ensuing and fully to bee compleat and ended without impeachment of wast yielding and paying therefore yearely the rent of One pepper corne at the

12. ffeast of St Michael Th'archangell only (if the same bee demanded) AND the said Ottwell Meverell for himself his heires executors and administrators Doth covenante and graunt to and with the

13. said John Pitchford his heires and assignes by theis presents That hee the said Otwell Meverell hath not at any time heretofore made done or committed any act matter or thing whatsoever whereby or

14. wherewith the premises or any parte or parcel thereof are shall or may bee impeached or incumbred in title charge estate or otherwise howsoever AND the said Richard Kirkby for himself his

15. heires executors and administrators Doth covenante and graunt to and with the said John Pitchford his executors and assignes by theis presents That hee the said Richard Kirkby and the said Ottwell Meverell

16. now are or one of them now is and standeth lawfully and rightfully seised of and in the premises herein before menconed and intended to bee hereby graunted with their and every of their appurtenances

17. of a good fine perfect absolute and indefeasible estate in ffee simple And now have or one of them now hath good right full power and authority to graunt and Demise th epremisses with their

18. appurtenances unto the said John Pitchford his executors administrators and assignes for and during the said terme of ffower score and nyneteene yeares without impeachment of wast according to the

19. purport true intent and meaning of theis presents And that it shall and may bee lawfull to and for the said John Pitchford his executors administrators and assignes from time to time and at all times

20. hereafter during all the said terme of ffower score and nyneteene yeares peaceably and quietly to have hold possess and enjoy the said gleabe lands tiethes and all and singular other the

21. premises herein before menconed and intended to be hereby graunted and Demised with their and every of their appurtenances without the lawfull lett suit trouble or interrutcon of the said

22. Richard Kirkby his heires or assignes or any of them or any other person or persons whatsoever discharged or saved harmesse of and from all incumbrances whatsoever And that the said

23. Gleabe lands tiethes and premises now are and bee of the full and cleere yearely values of ffifty and ffower pounds over and above all charges and reymises (publique taxes

24. only excepted) AND further the said Richard Kirkby for himself his heires executors and administrators Doth Covenante and graunt to and with the said John Pitchford his executors and

25. assignes by theis presents That the said Richard Kirkby Isabella his wife and Ottwell Meverell shall and will on thishide? And before the end of the next Assizes to bee holden for the county Palatine of

26. Lancaster duly levy and acknowledge one or more ffine or ffines Sur connzans de droit come ceo &c in the court of common pleas of the said County palatine with proclamacons

27. according to the usuall course of ffines with proclamacons for assurance of lands in such cases used and the forme of the Statute in that behalf provided unto the said John Calvert and his heires

28. of the said gleabe lands tiethes and all and singular other the premises herein before menconed and intended to bee hereby graunted with their and every of their appurtenances By such

29. apt and convenient name and names descripcions and numbers of acres as in that behalf shall be thought fitting AND ITT is declared and agreed by and betweene all and every
30. the said parties to their presents That the said ffine or ffines soe as aforesaid or in any other sort to bee had and levied and all and every other ffine and ffines conveyances and
31. assurances heretofore had made levied and executed or hereafter to bee had made levied and executed by or betweene the said parties to theis presents or any of them of the premisses
32. or any parte or parcel partes or parcels thereof Shall bee and enure and shal bee adiudged and taken and is and were and are meant and intended and hereby declared to bee and to
33. enure ffor the corroborateing strengthening and confirmeing theis presents and the graunt and demise hereby made of the premises unto the said John Pitchford his executors administrators
34. and assignes for and during the said terme of ffower score and nyneteene yeares without impeachment of wast And subject to the said graunt and Demise To the use of the said Richard
35. Kirkby and of his heires and assignes for ever And to or for none other use intent or purpose whatsoever AND lastly itt is Declared and agreed by and betweene all and every the
36. said parties to theis presents That theis presents and the graunt and Demise hereby made to the said John Pitchford is soe made to him to the intent hee shall and may redemise the
37. premisses together with other mannors and lands unto the said Richard Kirkby for the terme of ffower score and ffifteene yeares and eleaven moneths to bee accounted from the
38. eighth day of December now last past att and under such severall yearely rente condicons and agreements as are agreed to bee conteyned in such redemise IN WITNESS whereof
39. the parties above named have to theis present Indentures interchangeably sett their hands and seales the day and yeare first above written

22/03/1659

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the Two and twentieth day of March in the yeare of our Lord CHRIST according to the
2. account used in England One Thousand Six hundred ffifty and nyne Between John Pitchford of Ely in the Isle of Ely and County of
3. Cambridge Esq. of the one parte And Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esq. of the other parte WHEREAS in and
4. by one Recognizance in the nature of a Statute Staple bearing darte the fourth day of December which was in the yeare of our Lord One Thousand
5. Six hundred ffifty and Six taken and acknowledged before the Right Honourable Oliver St John Lord Chief Justice of the Court of Comon Pleas at
6. ?????? the said Richard Kirkby is and standeth bound unto the said John Pitchford in the Sume of Two Thousand pounds payable as by
7. the said Recognizance may at large appear NOW THIS INDENTURE WITNESSETH that it is nevertheless covenanted condiconed and agreed
8. by and between the said parties to these presents And the said John Pitchford for him his heires executors and administrators Doth covenant
9. conclude and agree to and with the said Richard Kirkby his heires and assignes by these presents That if the said Richard Kirkby his heires
10. executors and administrators and every of them doe and shall well and truly pay performe observe fulfil and keep All and every the
11. payments covenants condicons reservacons and agreements which on his and their parte and behalf are and ought to be paid
12. performed observed fulfilled and kept specified and conteyned in these severall Indentures one of them being an Indenture
13. tripartite bearing date the Eighth day of December which was in the said yeare of our Lord One Thousand Six hundred ffifty and six
14. and made or menconed to be made between the said Richard Kirkby and Isabella his wife of the first parte the said John Pitchford

15. of the second parte and John Calvert Gent of the third parte One other of the said Indentures being an Indenture tripartite

16. bearing date the day before the date of these presents and made or menconed to be made between the said Richard Kirkby Isabella

17. his wife and Ottwell Meverell Esq. of the first parte the said John Pitchford of the second parte and the said John Calvert of

18. the third parte and the other of the said Indentures bearing even date with these presents and made or menconed to be made

19. between the said John Pitchford of the one parte and the said Richard Kirkby of the other parte And that in all things

20. according to the true intent and meaning of the said severall Indentures and every of them Then and at all times from

21. the ??????? the said Recognizance or Statute Staple shal bee void and of none effect and shal bee delivered upp to bee at the cost and

22. charges of the said Richard Kirkby his heires or Assignes ??????? or ?????? IN WITNESS whereof the parties above named have

23. to these present Indentures interchangeably Sett their hands and seales the day and yeare first above written

Signed Richard Kirkby

20/01/1664 Bundle Number L30/8

Indenture for £4,000 between Richard Kirkby and Otwell Maxwell of Graiyes Inn, Middlesex Esq., of the one part and Simon Bennett of Breakhampton Bucks Esq of the other part.
For £4,000 Richard Kirkby Mortgages the Manor of Kirkby Ireleth and Ulverston.
Richard Kirkby's Declaration and an Annex to the Indenture are transcribed below.

20/01/1664 Bundle Number L30/8 (Photographed)

The Schedule of Incumbrances menconed in these Indentures hereunto annexed

1. ONE Indenture of Lease dated the Eight of December one thousand six
2. hundred fifty six made & granted to John Pitchford Esq. By Richard
3. Kirkby in the Indenture hereunto annexed menconed of the Manors of
4. Kirkby & Ulverston & all other his lands there to hold for Ninety
5. nine years from the date att a pepper corne Rent

6. ONE Recognizance in the nature of A Statute Staple dated the fourth
7. of December One thousand six hundred fifty & six acknowledged good
8. by the said Richard Kirkby to the said John Pitchford of the penall
9. sume of Two Thousand pounds

10. ONE Recognizance in the nature of A Statute Staple dated the eight & twentieth
11. of November One thousand six hundred fifty & seven acknowledged
12. by the said Richard Kirkby to Thomas Wharton Esq. Of the penal sume of Eight
13. hundred pounds

14. ONE Indenture of Lease dated the Thirtieth of November One thousand
15. six hundred fifty seven made & granted by the said Richard Kirkby
16. to the said Thomas Wharton of severall ?????? of the Manor of
17. Kirkby therein expressed for one Thousand yeares from the date at a pepper
18. Corne rent

19. ONE Indenture of Lease dated the One & twentieth of March One
20. thousand six hundred fifty & nyne made & granted by the said Richard
21. Kirkby & Otwell Maxwell Esq. Or one of them to the foresaid John Pitchford
22. of the Gleabe lands & Tithes of the Bailiwick of Hawkshead for
23. ninety nine years from the Eight of December one thousand six
24. hundred fifty & six at a pepper corne Rent

25. ONE Anuity or Yearly Rent charge of Eighty seven pounds & tenne
26. shillings issuing & payable out of the premises in the Indenture
27. hereunto annexed menconed to Agnes Kirkby widow Mother of the
28. said Richard Kirkby during her natural life

29. ONE Anuity or Yearly Rent charge of Twenty pounds of And issuing
30. & chargeable out of the said Premisses or some part thereof to William
31. Kirkby Brother of the said Richard Kirkby during his natural life

32. ONE Annuity or yearely Rent charge of Six & twenty pounds Thirteen
33. shillings & Fower pence of And issuing & chargeable out of the said
34. premises or some part thereof to John Kirkby Uncle of the said Richard
35. Kirkby during his natural life

21/01/1664

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the one and twentieth day of January in the yeare of our Lord One thousand six hundred sixty and ffower And in the sixteenth Yeare of the
2. reign of our Sovereigne Lord Charles the Second by the grace of God of England Scotland ffrence and Ireland King Defender of the faith BETWEEN Richard Kirkby of Kirkby Ireleth in
3. the County of Lancaster Esq. and Richard Southwell of London Gent of the one Parte And Simon Bennett of Bearhampton in the County of Bucks Esq. of the other part WHEREAS by Indenture
4. bearing date the Two and Twentieth day of March in the yeare of our Lord One thousand six hundred ffifty and nyne made or menconed to be made between John Pitchford of Ely in the Isle
5. of Ely in the County of Cambridge Esq. of the one part and the said Richard Kirkby of the other parte the said John Pitchford did Demise Sell and to ffarme? Lett? Unto the said Richard Kirkby All those the
6. Mannors and Lordshippes of Kirkby and Ulverston with their and every of their Rights members and appurtenances And alsoe all and singular other the Mannors Messuages Lands Tenements Hereditaments
7. whatsoever of him the said John Pitchford in Kirkby and Ulverston aforesaid or either of them And alsoe all and singular Gleabe Lands Tithes Oblacons Obvencons profits Comodities and Hereditaments
8. whatsoever of him the said John Pitchford lying or being or comeing growing re?e?oing or increasing or to bee had yielded? Or taken within the Bailiwick of Hawkshead in the said County of Lancaster
9. to the Rectory of the Church or Chappell of Hawkshead aforesaid then or formerly att any time belonging or apperteyning with their and every of their appurtenances And the revercon and revercons
10. Togeather with the yearely and other Rents revenues and other profits of the said Mannor Tithes and premises and of every part and parcel thereof To have and to hold the said Mannors Gleabe Lands
11. Tithes and all and singular other the premises in and by the said recited Indenture demised or Letten or menconed or intended to bee thereby demised or letten and every parte and parcel thereof with
12. their and every of their Appurtenances unto the said Richard Kirkby his Executors Administrators and assignes from the Eighth day of December then last past before the date of the said recited

13. Indenture for and during the Terme of ffower score and fifteen yeares and Eleven Months from thence next ensuing and fully to bee compleate and ended without Impeachment of wast

14. rendring therefore on the Seaven and twentieth day of June next ensuing the date of the said recited Indenture One Hundred and fifty pounds of lawfull money of England and rendring for fower yeares next

15. after the said seven and twentieth day of June the yearely Sume of Three hundred pounds of like money by halfe yearely payments And for Three yeares after the determinacon of the said ffower yeares One

16. hundred pounds And of like money And for the residue of the said terme the Rent of One pepper Corne As in and by the said recited Indenture more plainly and att large may appeare AND WHEREAS by one

17. other Indenture bearing date the nineteenth day of August last past before the date of these presents and made between the said Richard Kirkby of the one part and the said Richard Southwell of the other part ffor the

18. consideration of Seaven Hundred pounds therein menconed the said Richard Kirkby did grant bargain sell and assigne unto the said Richard Southwell his Executors Administrators and assignes All the aforesaid mannors & Lordshipps

19. of Kirkby and Ulverston with their and every of their Rights members appurtenances and all and singular other the Mannors Messuages Lands Tenements Gleabe Lands Tythes Oblacons Obvencons profits commodities Emoluments

20. and hereditaments whatsoever in and by the said first recited Indenture granted and demised or menconed or intended to bee granted or demised to the said Richard Kirkby And all the Estate right title and interest of him

21. the said Richard Kirkby of in and to the said premises by vertue of the said first recited Indenture To hold the same unto the said Richard Southwell his Executors Administrators and Assignes for and during all the rest and residue

22. of the said Terme of ffower score and fifteen yeares and Eleven months in and by the said first recited Indenture granted and then to come and unexpired AND WHEREAS alsoe the said Richard Kirkby by the

23. same Indenture for the consideracons therein menconed did demise grant bargain and sell unto the said Richard Southwell his Executors Administartors and assignes the aforesaid Mannors Messuages Lands Tenements

24. Gleabe Lands Tithes and all and singular other the said premises To hold the same unto the said Richard Southwell his Executors Administrators and assignes from the end Expiracon surrender forfeiture or other

25. determination of the said Terme of ffower score and fifteen yeares and Eleven months in and by the said first recited Indenture menconed for and during and unto the full end and Terme of ffour hundred yeares

26. from thence next ensuing and fully to be compleate and ended without impeachment of wast upon codicon nevertheless that if the said Richard Kirkby his heires Executors Administrators or assignes or any of them did and

27. should well and truly pay or cause to bee paid unto the said Richard Southwell his Executors Administrators or assignes att or in the then dwelling house of John Morris and Robert Clayton Sirbeners situate in Cornehill

28. London the full sume of Seven hundred and Tene pounds and Tene shillings of lawfull money of England att one intire payment on the Twentieth day of November next ensuing the date of the said last recited Indenture

29. That then the said Indenture should determine and bee utterly and absolutely void to all intents and purposes (as in and by the said last recited Indenture (rilacon being thereunto had) itt doth and may more

30. ffully and at large appearing) NOW THIS INDENTURE WITNESSETH that the said Richard Southwell ffor and in consideracon of the said sume of Seven hundred and Tene pounds and Tene shillings to

31. him in hand paid by the said Simon Bennett att and before the sealing and delivery of these presents The receipt whereof hee doth fully acknowledge and thereof and of every part and parcel thereof doth aquitt and discharge
32. the said Simon Bennett his Executors and Administrators by these presents and for divers other good causes and consideracons him hereunto especially moveing hath (by and with the consent and att the direcon
33. and appointment of the said Richard Kirkby testified by his being party to these presents and signeing and sealeing hereof bargained sold assigned and sett over And by these presents doth
34. Bargain sell assigne and sett over unto the said Simon Bennett his Executors Administrators and Assignes ALL those the aforesaid Mannors and Lordshippes of Kirkby and Ulverston with their and every of their
35. Rights members and appurtenances And the said Tithes of Hawkshead and all and singular other the Mannors Messuages Lands Tenements Gleabe Lands Tithes Oblacons Obvencons profits commodities Emoluments
36. Herditaments and premises whatsoever in and by the said first recited Indenture granted and demised or menconed or intended to bee thereby granted and demised by the said John Pitchford unto the said Richard
37. Kirkby And all the Estate right title and interest both in Law or Equity of the said Richard Southwell of in and to the same premises by verue of the said recited Indenture of Lease and Indenture of Assignement
38. or by any other waies or meanes howsoever together with the said two verified Indentures TO HAVE AND TO HOLD the said Mannors and Lordshippes Advowsons messuages Lands Tithes Tenements
39. hereditaments and premises and every parte and parcell thereof with their and every of their appurtenances unto the said Symon Bennett his Executors Administrators and assignes for and during all the
40. rest and residue of the said respective Termes of ffower score and fifteen yeaes and Eleven monthes and five hundred yeraes by th esaid Two recited Indentures granted or menconed or intended to bee granted
41. as aforesaid yet to come and unexpired AND the said Richard Kirkby for himselfe his heires Executors and Administrators doth Covenant promise and grant to an with the said Simon Bennett his Executors
42. and Administrators by these presents That for and in not withstanding any Act matter or thing by him the said Richard Kirkby had made suffered omitted committed or done to the contrary hee the said Richard Southwell
43. hath in himselfe good rightfull power and lawfull Authority to grant Bargain sell assign and sett over the said Mannors Lordshippes Mesuages Advowsons Tithes Gleabe Lands Lands Tenements Hereditaments and
44. all and singular the said premises with their and every of their Appurtenances unto the said Simon Bennett his Executors Administrators and assignes for the respective Termes aforesaid and in manner aforesaid
45. FFURTHER that notwithstanding any such Act matter or thing itt shall and may bee Lawfull to and for the said Simon Bennett his Executors Administrators and Assignes peaceably and quietly to have hold occupy
46. possesse and enjoy the said Mannors and Lordshippes Messuages Advowsons Land Tenements Tithes Hereditaments and all and singular the said premises and all the Rents issues and profits thereof to his and their owne proper
47. uses and behoofes to take receive reteine and enjoy for and during the rest and residue of the said Terme or Time of ffower score and ffifteene yeaes and Eleven months yet to come and not hitherto expired by efflux of
48. Time AND the said Richard Southwell for himselfe his heires Executors and Administrators doth covenant promise and grant to and with th esaid Simon Bennett his Executors and Administrators by these presents That hee the said Richard

49. Southwell hath not made done committed performed omitted suffered or executed any Act matter or thing whatsoever by or by reason cause or occasion whereof the said recited Indentures of Lease or either of them or any Estate

50. interest or terme of Yeares of or in the said premises or any part thereof by the said recited Indenture of Lease or of them granted is are shall or may bee surrendered determined or made void or whereby or by reason

51. Cause or occasion whereof the said Simon Bennett his Executors Administrators or Assignes or any of them is are shall or may bee hindered debarred or obstructed in or from the having holding possessing or enjoying the said

52. premises or any part thereof or in or from the having taking receaving enjoying or reteming the Rents issues or profits thereof or of any part thereof to his or their owne uses and behoofs for and during all the rest and

53. residue of the said Terme of ffower score and ffifteene yeares yet to come and unexpired IN WITNESS whereof the ????? above named to these present Indentures interchangeably have sett their hands and

54. Seales the day and yeare first above written
Signed Richard Southwell, Richard Kirkby

23/01/1664 Bundle Number L30/8

Indenture between Thomas Wharton of Grayes Inn Middlesex Esq., of the first part, Richard Kirkby Esq of the second part, Simon Bennett, Breakhampton Bucks Esq., Henry Fauntleroy, Cliffords Inne London Gent and Richard Coldham of Cliffords Inne Gent of the third part

Whereas by our Indenture dated 30/11/1657 between Richard Kirkby of the one part and Thomas Wharton of the other part, Richard Kirkby for £400 sold to Thomas Wharton the Deare Parke 200 acres, meadow at Longmire 15 acres, Messuage called Catnest, Sheep Heath called Langridge with indraft called Knott End 100 acres all in the Manor of Kirkby Ireleth and late in the possession of Roger Kirkby deceased the father of Richard Kirkby, all granted to Thomas Wharton for 1000 years under one peppercorn rent

Now this Indenture witnesseth that Thomas Wharton for £1235 paid to him by Simon Bennett with consent of Richard Kirkby assigns to Henry Fauntleroy and Richard Coldham all that held by Thomas Wharton in trust for Simon Bennett.

23/01/1664 Bundle Number L30/8

Indenture between John Pritcherd and Sir Thomas Slater of the first part, Richard Kirkby of the second part and Simon Benett of the third part.

Whereas by a Recognizance dated 10/12/1656 Richard Kirkby is bound to John Pritcherd for £2,000 in trust for Sir Thomas Slater.

And whereas Richard Kirkby agreed to pay rents etc., and fulfil various conditions

And whereas default has been made and so the Recognizance has become absolute against Richard Kirkby

And whereas the said Simon Bennett has at the request of Richard Kirkby paid to John Pritcherd £1,600 which was all that was owing

So John Pritcherd assigns to Simon Bennett the Recognizance.

23/01/1664 Bundle Number L30/8

Indenture between Thomas Wharton of Grayes Inn Middlesex Esq., of the first part, Richard Kirkby of the second part and Simon Bennett, Breakhampton Bucks Esq., of the third part.

Whereas Richard Kirkby made a Recognizance dated 28/11/1657 Richard Kirkby stands bound to Thomas Wharton in the sum of £800 and also by Indenture of Defeazance dated 30/11/1657 Thomas Wharton and Richard Kirkby agreed that if Richard Kirkby paid £424 to Thomas Wharton in one year Simon Bennett pays Thomas Wharton £1235 and gets stuff

23/01/1664 Bundle Number L30/8

Indenture between John Pritcherd of Ely Esq., Sir Thomas Slater of Cambridge Baronet of the first part, Richard Kirkby Esq., and Otwell Maxwell of Grayes Inn Middlesex Esq., of the second part and Symon Bennet of Breakhampton Bucks Esq., Henry Fauntleroy of Cliffords Inne London Gent and Richard Coldham the same Gent of the third part.

Whereas by our three part Indenture of 08/12/1656 between Richard Kirkby and Isabella his wife of the first part, John Pritcherd as above of the second part and John Calvert of Holborne Middlesex Gent of the third part Richard Kirkby conveyed to John Pritcherd the manor and Lordship of Kirkby Ireleth and Ulverston for ninety nine years in trust for Sir Thomas Slater

And whereas by another three part Indenture of 21/03/1659 between Richard Kirkby and Isabella his wife and Otwell Maxwell of the first part, John Pritcherd as above of the second part and John Calvert as above of the third part Richard Kirkby sold to John Pritcherd in trust for Sir Thomas Slater, all the Glebe lands, Tythes etc., in the Bailiwick of Hawkshead for John Pritcherd from 08/12/1656 for ninety nine years at a yearly rent of one peppercorn. There is a further reference to an Indenture dated 22/03/1659. Now this indenture states that for £1,600 paid by Symon Bennett and acknowledged by John Pritcherd with the consent of Sir Thomas Slater, Richard Kirkby and Otwell Maxwell sells to Henry Fauntleroy and Richard Oldham the said manors, Lordships, Glebe lands etc.

24/01/1664 Bundle Number L30/8

Indenture between Simon Bennett of Breakhampton Bucks Esq., Henry Fauntleroy of Cliffords Inne London Gent, Richard Coldham the same Gent of the one part and Richard Kirkby of the other part. Whereas by Indenture dated 21[20]/01/1664 between Richard Kirkby and Otwell Maxwell of the one part and Simon Bennett of the other part for £4,000 to Richard Kirkby and 5/- to Otwell Maxwell Richard Kirkby assigns the Manors of Kirkby Ireleth and Ulverston to Simon Bennett

27/01/1664 Bundle Number L30/8 (Photographed)

1. Know all men by these presents that I Richard Kirkby
2. Esq., doe acknowledge to have had & received of Symon
3. Bennett Esq., the sume of ffower hundred fifty & ffower
4. pounds & ten shillings which with Sixteen Hundred
5. Pounds paid by the said Symon Bennett to John Pitchford
6. Esq., by my appointment and with twelve Hundred Eighty
7. ffive pounds paid by the said Symon Bennett to
8. Thomas Wharton Esq by my appointment & with Seaven
9. Hundred & Ten pounds & ten shillings paid by the said
10. Symon Bennett to Richard Southwell ???? by my
11. appointment makes in all the some of ffower Thousand
12. pounds & is in full pf the consideracon mony menconed
13. in one Indenture of Bargaine & Sale Bearing date
14. the one & Twentieth day of this instant January made
15. between mee the said Richard Kirkby & Otwell Maxwell
16. Esq. Of the one part & the said Symon Bennett of
17. the other part I say ??????? in manner as aforesaid
18. the sume of ffower Thousand pounds witness my hand &

19. seal this Seaven & Twentieth day of January

20. ?????? 1664 ?????? :2^{di} ??????

Signed sealed & delivered Richard Kirkby

in the presence of John Bradbourne, Thomas Fleming, Jos Bullen

22/02/1664

Bundle Number L30/8

(Photographed)

1. THIS INDENTURE made the Two & twentieth day of february in the seventeenth yeare of the reign
 2. of our Sovereign Lord Charles the Second by the grace of God of England Scotland ffrance & Ireland
 3. King Defender of the Faith Anno Dom 1664 Between Simon Bennett of Bearhampton in the County of Bucks
 4. Esq Henry ffauntleroy of Cliffords Inne London Gent & Richard Coldham of Cliffords Inne aforesaid Gent of the one part and
 5. Richard Kirkby of Kirkby Ireleth in the County of Lancaster Esq of the other part WHEREAS the said Richard Kirkby
 6. in & by one Recognizance or writing obligatory in the nature of a Statute Staple bearing date with these presents taken
 7. & acknowledged before Sir Robert Bide Knight Lord chief Justice of England is standing
 8. bound unto the said Henry ffauntleroy & Richard Coldham in the sum of ffive thousand pounds of lawful money
 9. of England to be paid as hereby may appear AND WHEREAS the said Recognizance was and is so undertaken
 10. unto & in the name of the said Henry ffauntleroy & Richard Coldham In trust for the use benefit & behoof of the said Simon
 11. Bennett NOW THIS INDENTURE WITNESSETH that the said Simon Bennett Henry ffauntleroy & Richard Coldham doe
 12. consent & ?????????? that if the said Richard Kirkby his heires Executors & Administrators shall & doe well & truly observe ye forme
 13. pay fulfil & keepe all & singular the Covenants grants payments & agreements which on his or their part are or ought
 14. to bee observed performed paid fulfilled & kept menconed & conteyned in certain pair of Indentures of
 15. Bargain & Sale bearing date ye one & twentieth day of January last past before the date of these presents
 16. made between the said Richard Kirkby & Otwell Mevarell of Graies Inne in the County of Middlesex Esq. of the one part
 17. and the said Simon Bennett of the other part That then the said Recognizance shall bee void & no execucon in the ??????
 18. [?suit latin] or suit forth thereupon IN WITNESS whereof the parties above named to theis present Indentures
 19. interchangeably have sett there hands & seales the day & yeare first above written
- Signed Rich Kirkby

Signed sealed & delivered in the

presence of

Jo Bradbourne

Thomas Fleming

Jos Bullen

Indenture Richard Kirkby Esq., and Richard Southwell of London Gent.

Whereas a three part Indenture dated 08/12/1656 between Richard Kirkby and Isabella his wife of the first part John Pitchford of Ely of the second part and John Calvert Gent of the third part under which the Manor of Kirkby Ireleth and lands in Ulverston were Mortgaged to John Pitchford for four score and nineteen years (99) rent one peppercorn and an Indenture dated 09/12/1656 John Pitchford leased back to Richard Kirkby the manor etc., for 98 years and 11 months, there is another Indenture dated 20/03/1659 between Richard Kirkby and Thomas Slater Doctor of Phissik and John Pitchford in which Richard Kirkby assigned the manor of Kirkby Ireleth to John Pitchford etc., etc. all to get £700 – I think

In pursuance of an order made in this cause dated 17 June last I have been attended by the Solicitor for the said Jane & John Mead. None attending for Nicholas Watts the [defendant?] in this said order named though duly summoned as by affidavit appears and doe find that by judgement of Lease & Release dated 9th & 10th dayes of July 1717 the Release being made between William Kirkby Gould of the first part the said Jane & John Mead & also William Mead and Robert Brighthalls of the second part Jacob Dawson of the third part and Nicholas Wentworth of London Gent of the fourth part reciting that by Indentures of Lease & Release dated 4th & 5th of June 1689 the Release made between Roger Kirkby Esq & Richard Kirkby his then youngest brother of the first part Reginald Breckland Solicitor at Law & Thomas Ashton Gould of the second part and Sir Thomas Fowler of London Knight of the third part and that by a Fine & Recovery levied and suffered pursuant thereto the Manor or Lordship of Kirkby and Ulverston and the Rectory of Hawkshead and all other the real estate late of the said Roger Kirkby in the County of Lancaster were conveyed to the said Sir Thomas Fowler and his heirs redeemable on payment of Two Thousand pounds and also reciting that divers other sumes were afterwards advanced and lent upon the said mortgage and mortgaged premises and that for securing thereof several deeds were duly made and executed and also reciting that the said mortgaged premises and also the several securities had been since conveyed and assigned to and vested in the said William Mead and Robert Brighthalls and their heirs in trust for the said Jane & John Mead and that the said Roger Kirkby in February 1708 dyed leaving Roger Baker Kirkby his only son and heir who by virtue of a deed of appointment dated the 6th June 1689 became intituled to the equity of redemption of the said premises and claimed the same as Tenants in Taile and that the said Richard Kirkby long since dyed without issue and that the said Roger Baker Kirkby was lately dead without issue and that thereby and by the death of William Kirkby Senior father of the said William Kirkby party to the said Indenture and by virtue of the said deed of appointment the equity of Redemption of the said Premises was vested in the said last mentioned William Kirkby as Tenant in Taile Subject to the said Severall Mortgages and Securityes & that all the parties to the said Indenture had Consented and agreed that a Common Recovery should be suffered of all the said premises to & for the uses Trusts Intents & purposes therein after declared It is witnessed that in pursuance of the said agreement and to the intents that the said last mentioned Estate Taile and all other Estates Taile of and in the Premises might be [doiked?] and Cutt off and that all reversions and [Their?] Expectant thereupon of and in the Same might be barred The said William Kirkby and the said William Mead and Robert Brighthall by the direction of the said Jane Mead and John Mead did grant and Convey the premises unto the said Jacob Dawson and his heirs To the Intent that he might become tenant of the freehold of the said Premises soe that a good and proper Common Recovery of the premises might be had and executed wherein the said Nicholas Wentworth should be Demandant & the said Jacob Dawson [??????] & the said William Kirkby Vouchee (which said Recovery as it is admitted before me by the Solicitor for the said Jane and John Mead was duly suffered accordingly) & the said Recovery is thereby declared to be to the use of the said Nicholas Wentworth his heirs and Assignes In Trust Nevertheless to and for the said William Mead and Robert Brighthall & their heirs until all the Principal Sumes of Money then due upon the said severall Securityes together with the Interest thereof and all Costs and Charges relating thereto should be fully paid and Satisfyed and after such payment and Satisfaction made then In Trust for the said William Kirkby his Heirs and Assignes And I further find that the said Nicholas

Wentworth is since dead & it appears by the affidavit of Mr James Barker that the said Nicholas Watts the Infant is the Nephew and heir of the said Nicholas Wentworth deceased and I find that as such he is by vertue of the said Deeds and Recovery become Seized in fee of the said Manors and Premises in trust as aforesaid and I doe [????????] that the said Nicholas Watts as to the said Mannors and Premises conveyed as aforesaid is an Infant Trustee within the meaning of the Act of Parliament in the said Order mentioned intituled an Act to enable Infants who are Seized and possessed of Estates in fee in Trust or by way of Mortgage to make Conveyances of Such Estates

All Which I hereby Certifye & Submitt to the Judgement of this Honourable Court

William Kinaston

10/08/1734

Bundle Number L8/25

Indenture between James Coward of Toad Hole Kirkby Ireleth and William Coward of Gawthwaite in Ulverston son and heir apparent to John Coward of Gawthwaite all Yeomen Witnesseth that a marriage is by God's permission shortly to be had and solemnized between William Coward and Margaret Coward of Toad Hole Spinster daughter of John Coward late of the City of London Salesman deceased and niece of the said James Coward party hereto. Now for and in consideration of the love and affection which the said James Coward hath to the said Margaret Coward his niece and to provide a competent marriage portion of £80 by the said William Coward to James Coward James Coward sold (with licence from the Lord and Lady of the Manor of Kirkby Ireleth his or her Bailiffs or Officers) to William Coward Toad Hole held under yearly fineable rent of 3/8d plus 1/8d pa for Tythe Corn rent or Rectory rent all in accordance with the custom of the Mannor concerning Boons, Duties, Tenant Rights etc

James Coward  his mark

Signed sealed and delivered in the presence of

mark

Richard Woodburne

James  Coward

Roger Hunter

John Horridge

for receipt of £80

Henry Woodburne

Same witnesses

20/11/1735 This deed seen and allowed by me provided I be not hindered of the accruing rents fines and services. Signed William Kirkby

21/01/1745

Bundle Number L54/10

(Copy held)

A standard printed sheet was used. The parts written in by hand have been emboldened

Manor of **Kirkby Ireleth**

At the Court Baron and Court of Demissions of **Thomas Bennett Esquire** Lord of the said Manor held at **the House of Samuel Towers Innholder** in and for the said Manor the **21st** day of **January 1745** Came **William Wayles** upon the **Death of William Wayles his Father deceased** and took of the said Lord all **That Messuage and Tenement with the Appur^{ts} situate lying and being within the said Manor commonly called and known by the Name of Kellett Ground of the yearly Customary Fineable Rent of Five Shillings and tenpence half penny**

TO HOLD to **him** and **his** assigns according to the Custom of the said Manor, by paying doing and performing all Rents Fines dues duties Suits and Services therefore due and of right Accustomed, at th edays and times accustomed and the said **William Wayles** having paid **the sum of two pounds Eighteen Shillings & Nine pence for half a Fine due by the custom on the death of William Wayles his late Father deceased the other half Fine is respited till the death of Isabell Wayles Widow now possessor of half the said premises and the said William Wayles is admitted Tenant.**

Edward Gibson, Steward

lb. s. d.
Rent 0.. 5..10½
½ Fine 2..18.. 9

18/02/1750 Bundle Number L54/30

Indenture between John Dobson of Kendal in Westmorland Weaver and Elizabeth his wife of the one part and William Watters of Bridgehouse Kirkby Ireleth Shoemaker of the other part.

John Dobson and his wife on receipt of £170 from William Watters sells to William Watters Toad Hole and all its appurtenances. The yearly customary rent is 3/8d plus 1/8d to the Proctor for Corn Tythe
Signed John Dobson and Eizabeth Dobson witnessed John Addison, James Backhouse, George Postlethwaite

23/07/1757 Bundle Number L30/8

Assignment by Sarah Wilson to Gilbert Jodrell in trust for John Earl of Corfe and Orrery

23/08/1757 Bundle Number L30/8

Indenture of Release Thomas Bennett, Mary Bale and William Comber Kirkby to John Earl of Corfe and Orrery

18/07/1758 Bundle Number L30/8

Indenture of Bargain and Sale Thomas Bennett etc., to John Earl of Corfe and Orrery. William Comber Kirkby sells Kirkby Ireleth

25/06/1762 Bundle Number L85/8

Indenture between William Matson of Tyeup Dalton Esq, James Postlethwaite of Maryport gent and Mary his wife of the one part and Sarah Gibson of Lancashire Spinster of the other part.

Whereas William Matson is seized under a grant from the Crown of two Water Corn Mills, Little Mill and Roose Mill in Dalton and also a Windmill on Walney in the same parish and William Matson, James Postlethwaite and wife and Sarah Gibson are jointly seized under a like grant of another prerogative Cornmill in Dalton parish called Orgrave Mill, William Matson 2/5, James Postlethwaite and wife 2/5 and Sarah Gibson 1/5.

Whereas all tenants in Dalton parish (except those of Sir William Lowther Baronet deceased) are obliged to have their malt, corn and grain, which they grew or bought, ground at one of these mills.

Now Sarah Gibson owns five customary messuages in Dalton, Stank rent £12..17..0, Bowsfield 14/8d, Park House with Huddlestone £2..5..10d, Roose £3..9..8d, Roose Coat £3..3..4d altogether of improved yearly value £300 approximately. All these premises are released from having to grind at the said mills.

They may set up and use steel or hand mills provided only for their use nor must they sell meal so ground to other tenants. Neither may they build any Wind or Water Mill. All done for £75 paid to William Matson and James Postlethwaite and his wife.

If Sarah Gibson or her tenants default in any way then the agreement becomes void and shall pay 5/- for every peck containing 24 standard quarts of grain or malt so ground within one month after notice thereof. Such offence being first verified by the testimony of one or more credible witnesses on oath before a magistrate.

Signed William Matson, James Postlethwaite, Mary Postlethwaite

29/01/1767 Bundle Number L30/8

Lease for a year, William Kelynge Esq., & Co to Constantine Lord Mulgrave & Constantine John Phipps Esq.

30/01/1767 Bundle Number L30/8

Conveyance of the Manor of Kirkby Ireleth purchased with part of the personnal estate of the Most Noble Catherine late Duchess of Buckinghamshire and Normanby upon the trusts in the will.
William Kelynge Esq., & Co to Constantine Lord Mulgrave & Constantine John Phipps Esq.

16/03/1767 Bundle Number L30/8

Deed Constantine Phipps to Edmund Bryer part of Recovery of Kirkby Ireleth Estate

25/03/1767 Bundle Number L30/8

In the 7th year of Geo III Recovery at Lancaster Assizes John Mathews Gent against Edward Bayer Gent.
Constantine John Phipps involved.

26/02/1768 Bundle Number L30/8

Lease for a year Constantine Lord Mulgrave and Constantine John Phipps his son to Edward Woodcock Esq.

27/02/1768 Bundle Number L30/8

Indenture of Conveyance and Appointment pursuant to a joint power of an estate at Kirkby Ireleth for the use of Constantine John Phipps for life.
Constantine Lord Mulgrave and Constantine John Phipps his son to Edward Woodcock Esq.

03/06/1768 Bundle Number L30/8

Lease for a year of Kirkby Estate Constantine Lord Mulgrave & Co to Mr Crutchley

04/06/1768 Bundle Number L30/8

Release of power under the will of the Most Noble Catherine late Duchess of Buckinghamshire and Normanby, Constantine Lord Mulgrave to Mr Crutchley

04/06/1768 Bundle Number L30/8

Indenture of Mortgage of Kirkby Estate Lord Mulgrave & Co to Mr Crutchley

Written on a standard pre printed form. The parts written in are shown **emboldened**

1. KNOW all men by these presents that **We Constantine Lord**
2. **Mulgrave Baron of Mulgrave in the Kingdom of Ireland**
3. **and Constantine John Phipps of the Parish of Saint**
4. **Mary le Bone in the County of Middlesex Esquire are**
5. **jointly and severally**
6. held and firmly bound to **Jeremiah Crutchley of Park**
7. **Place in the Borough of Southwark and County of Surry**
8. **Esquire in the Sume of Eight thousand Pounds**
9. of good and lawfull Money of Great Britain to be paid to the
10. said **Jeremiah Crutchley**
11. **or his** certain Attorney Executors Administrators or Assigns
12. ffor which payment to be well and faithfully made **we find**
13. **ourselves and each of us our and each of our**
14. Heirs Executors and Administrators **each and every of them** firmly
15. by these presents Sealed with **our** Seals on the **Fourth** day
16. of **June** in the **Eighth** year of the Reign of our Sovereign
17. Lord **George the third** by the grace of God of Great Britain ffrance
18. and Ireland King Defender of the Faith and in the Year of our Lord
19. one Thousand Seven hundred and **Sixty Eight**

20. THE CONDITION of this Obligation is Such That if the above bounden **Constantine**
21. **Lord Mulgrave and Constantine John Phipps their or one of their** Heirs
22. Executors Administrators or Assigns do and shall well and truly pay or cause to
23. be paid unto the above named **Jeremiah Crutchley his** Executors
24. Administrators or Assigns the full summ of **Four thousand pounds lawful money**
25. **of Great Britain together with interest for the same after the rate of five**
26. **pounds for every one Hundred pounds by the year at the Days and Times herein**
27. **after mentioned that is to say the Sum of One Hundred pounds being one**
28. **half years Interest thereof before the fourth day of December next ensuing the**
29. **Date of these presents and the Sum of Four thousand and One hundred**
30. **Pounds being the whole Principal Money and one other half years Interest**
31. **thereof upon the fourth Day of June One thousand seven hundred and Sixty Nine**
32. according to and in full performance and discharge of the proviso or Condition
33. mentioned in one **Indenture of Release** bearing date
34. with these presents and made or mentioned to be made Between **the said Constantine**
35. **Lord Mulgrave and Constantine John Phipps of the one part**
36. **and the said Jeremiah Crutchley of the other part**

37. And do also well and truly observe perform fulfil and keep all and Singular the
38. Covenants Grants Articles Conditions and Agreements whatsoever which on
39. **his** and their parts and behalvs are or ought to be Observed performed fulfilled
40. and kept Comprized and mentioned in the said ?????? **Indenture of Release** And
41. that in all things according to the true intent and meaning thereof and of the
42. parties to the same Then this obligation to be void or else to remain in full force

Sealed and delivered being first duly stamped
in the presence of
D W Woodcock
Elbro Woodcock

Mulgrave
Co J Phipps

Rental of Lord Musgrave's Estate in Lancashire in Mortgage to Mr Critchley
 Rental of the Demesne of Kirkby Irelyth for the Years 1767-1768-1769

		£ s d
Joseph James	Low Irelyth & Nook Dale	4..17..0
W ^m Chamley	Middle Irelyth	2..10..0
W ^m Sloan	Little Irelyth & Harry Meadow	3..11..6
Ferdinando Burns	Low Hall, Quarry Thorn, Rosegarth, Lorton & Cattleside	37..12..0
John Shepherd	High Thorn, Mean Croft & Under Park	29.. 5..0
Nicholas Todd	Low Thorn	12..10..0
Sam ^l Knight	Linethwaite Meadow	5..11..0
John Jackson	Linethwaite	16.. 7..0
W ^m Woodburn	Low Broom	8..13..0
Roger Parker Esq	Rantry Hole, Ewe Park, Above Wood & High Broom	30.. 1..0
Henry Nelson	Out Park	10..6
Rich ^d Goodshaw	Out Wood Houses, Low Long Mire Meadows	4..12..0
Joseph Walker	Inn Wood Houses	9.. 5..0
John Atkinson	Parkfrith, Lawn, Park Head & Brunt Barrow	26.. 2..0
James Ormandy	High Long Mire Meadows	3.. 1..0
John Townson	Low Mill, Garner Hill & Garner Hill Parrock	17.. 0..0
John Boadell	High Mill	12.. 0..0
W ^m Barrow	High Hall & Lands	90.. 0..0
D ^o	Slate Quarry in Great Brow	6.. 0..0
John Woodburn	Slate Quarry	5.. 0..0
N.B. Besides the above Low Barn Slate Quarry was let to W ^m Gunson for the same Term for £6 pa. But he dying before the Time of Entry, the same now lies useless.		324.. 8..0
Customary and other small Rents for one Year ending at Whitsuntide 1767		46..13..1½
Fines for one Year ending at Whitsuntide 1767		<u>75..12..1</u>
		446..13..2½
Fines for one Year ending at Whitsuntide		
1761		42..15..0½
1762		54.. 3..4
1763		46.. 6..3
1764		20.. 0..0
1765		44.. 4..7
1766		40..17..8½
1767		<u>75..12..1</u>
		323..19..0

Lease for a year Jeremiah Crutchley and others to Lord John Cavendish
 Between Jeremiah Crutchley, Right Honourable Constantine Lord Mulgrave and Constantine John Phipps of the one part and Lord John Cavendish of the other part. Witnesseth that for 10/- paid by Lord John Cavendish to Jeremiah Crutchley, Right Honourable Constantine Lord Mulgrave and Constantine John Phipps they sell to Lord John Cavendish the Manor or Lordship of Kirkby Ireleth and two capital messuages Higher Hall and Lower Hall and the High Demesne of 89 customary acres and the Lower Demesne of 219 customary acres and all the messuages, cottages etc., and the land called Deer Park 200

acres and lands called Ireleths 12 acres approximately and the Mills called Kirkby High Mill and Kirkby Low Mill and the ground therewith and fishing in the River Steers or Steers Pool known as Kirkby Pool. Premises in the tenure of William Comber Kirkby, William Lewthwaite, Richard Hobson, William Taylor, John Postlethwaite, William Postlethwaite, Richard Atkinson, Joseph Milner and William Parkinson, some of their undertenants William Burrows and Ferdinando Burns and all lands etc., of Roger Kirkby the elder, Roger Kirkby the younger, Roger Baker Kirkby, William Kirkby of Kirkby Hall and Elizabeth Kirkby which were by Indenture of Lease and Release dated 22 and 23/08/1757 conveyed to John Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton and by succession were vested in William Kelynge and Zachary Chambers, by them conveyed to Constantine Lord Mulgrave and thence to Constantine John Phipps by Indenture of Lease and Release dated 29 and 30/01/1767. Paying one peppercorn rent if demanded for one year. Signed Lord John Cavendish, Mulgrave, Constantine John Phipps.

18/05/1771

Bundle Number L30/22

Indenture of Release between Jeremiah Crutchley of the first part, Right Honourable Constantine Lord Mulgrave and Constantine John Phipps of the second part and Lord John Cavendish of the third part. Whereas an Indenture of Bargain and Sale of five parts was entered in the Higher Court of Chancery dated 16/03/1767 between Constantine Lord Mulgrave of the first part, Constantine John Phipps of the second part, Edmund Bryer of Lancaster Gent of the third part, John Mathews of Stokesley Yorkshire Gent of the fourth part, the Honourable Augustus John Newey and the Honourable William Newey brothers of the Right Honourable George William Earl of Bristol of the fifth part and of a Recovery at Lancaster dated 21/03/1767 (7th year of Geo III) wherein the said Constantine John Phipps was vouched the Manor of Kirkby Ireleth etc. Constantine John Phipps son of Constantine Phipps Lord Mulgrave. Remainder to Augustus John Newey and William Newey in trust.

And whereas by Indenture of Lease and Release dated 26 and 27/02/1768 between Constantine Lord Mulgrave and Constantine John Phipps of the one part and Edward Woodcock of Simmonds Inn Middlesex Esq., of the other part settled the Manor of Kirkby Ireleth on Constantine John Phipps they now sell to Edward Woodcock Kirkby Ireleth to be held for the use for life of Constantine John Phipps, the remainder to the use of Constantine Lord Mulgrave.

And whereas by Indenture of Lease and Release dated 03 and 04/06/1768 between Constantine Lord Mulgrave & Constantine John Phipps and Jeremiah Crutchley borrowing £4,000 from Jeremiah Crutchley using the Manor of Kirkby Ireleth as security subject to redemption by them or others under an Indenture of Bargain and Sale of five parts dated 16/03/1767 or Indenture of Lease and Release above on payment of £4,000 and interest.

And whereas by a deed dated 23/05/1769 for £500 from Jeremiah Crutchley

And whereas the said principle sum of £4,500 remains due to Jeremiah Crutchley, the interest being paid up to date

And whereas Lord John Cavendish has agreed to buy the Manor of Kirkby Ireleth for £16,000 witnesseth that for £4,500 to Jeremiah Crutchley from Lord John Cavendish and for £11,500 to Constantine Lord Mulgrave and Constantine John Phipps by Lord John Cavendish they, Jeremiah Crutchley, Constantine Lord Mulgrave and Constantine John Phipps do sell the Manor of Kirkby Ireleth described as above and covered by an Indenture of Lease and Release dated 22 and 23/08/1757 conveying it to John Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton and vested by survivorship in William Kelynge and Zachary Chambers and by them conveyed to Constantine Lord Mulgrave and then Constantine John Phipps by Indenture of Lease and Release dated 29 and 30/01/1767, now Released to Lord John Cavendish – followed by the usual verbiage. The three Recognizances dated 20/12/1656, 28/11/1657 and 22/02/1664 and the term of 1000 years by Indenture dated 30/11/1657 and an Indenture of the same date as this [See below] six part between Edward Woodcock, Gilbert Jodrell, Jeremiah Crutchley, Constantine Lord Mulgrave and Constantine John Phipps, Lord John Cavendish and Sir Anthony Thomas Adby assigned and set over to Sir Anthony Thomas Adby in trust for Lord John Cavendish to protect the inheritance. Annual Free Rent 33/4d and yearly 8/8d to the Vicar of Kirkby Ireleth.

Bundle Number L30/8

Court transcripts of the case involving William Mead, Mary Beale, John of Corfe and Orrery etc.

18/05/1771

Bundle Number L30/22

An Indenture of six parts between Edward Woodcock of Simonds Inn, Middlesex Esq. of the first part Gilbert Jodrell the same of the second part Jeremiah Crutchley late of Park Place, Southwark and now of Sunning Hill, Berkshire Esq. of the third part the Right Honourable Constantine Lord Mulgrave and Constantine John Phipps of the Parish of St George, Hannover Square, Middlesex Esq. of the fourth part the Right Honourable Lord John Cavendish of the fifth part Sir Anthony Thomas Abdy of Albyns Essex Baronet of the sixth Part

Whereas by indenture dated 30/11/1657 between Richard Kirkby of Kirkby Hall deceased of the one part and Thomas Wharton Esq. of the other part Richard Kirkby for £400 sold the Deer Park to Thomas Wharton, 200 acres approximately for 1000 years with proviso for redemption for £400 with interest (It was a mortgage). The Deer Park eventually became the property of George Wilson late of Symonds Inn, London Esq. deceased in trust for Jane Mead widow and John Mead the younger her son subject to redemption to which William Kirkby late of Kirkby Hall Esq. deceased was entitled.

And whereas Richard Kirkby entered into three Recognizances, Statute Staple and by one dated 20/12/1656 became bound to John Pitchford Gent in the sum of £2000 and by another dated 28/11/1657 became bound to Thomas Wharton for £800 and by the other dated 22/02/1664 became bound to Henry Fauntleroy and Richard Coldham in the sum of £5000, these recognizances became vested in Nicholas Wentworth late of London Goldsmith deceased in trust for Jane Mead and John Mead. The money is now owed by William Kirkby to John Mead the younger

And whereas Nicholas Wentworth died intestate, Letters of Administration were granted at Canterbury to John Mead who also died intestate in December 1727, Letters of Administration were granted at Canterbury to Susanna Mead who married Sir George Champion and died in his lifetime intestate, Letters of Administration granted to Sir George Champion who then died and Letters of Administration for John Mead's unadministered estate were granted to Grantham Mead Gent.

And whereas George Wilson died 1750 leaving a will dated 06/08/1748 appointing the Right Honourable Robert Old Esq. Lord Chief Baron of the Exchequer Court in Scotland and Hugh Watson Middle Temple, London Esq. and Sarah Wilson Spinster his Executors, they proved the will at Canterbury. Sarah Wilson acted chiefly and all property in the indenture of 30/11/1657 became vested in Sarah Wilson, Robert Old and Hugh Watson in trust for Grantham Mead Administrator of the late John Mead the younger, his father, deceased.

And whereas Letters of Administration for Nicholas Wentworth remaining undone granted to Grantham Mead who thus became entitled to the three Recognizances and the money thereby secured.

And whereas by Indenture of Lease and Release dated 22 and 23/08/1757 the Release of six parts between Thomas Bennet Esq., a Master of the High Court of Chancery of the first part, William Comber Kirkby Gent eldest son and heir of William Kirkby late of Ashlack Esq. his father deceased of the second part Mary Bale, Redborne, Hertford Widow Administratrix of the will of John Mead the elder late of London Goldsmith deceased unadministered by Jane Mead widow of John Mead, John Mead the younger and William Mead the elder late of London Goldsmith deceased the Executors of the will of John Mead the elder and by William Mead the younger deceased the former Administrator and also Administrator of Jane Bedding her late sister deceased unadministered by the late William Mead the younger who was Executor of Jane Bedding and also Administratrix of Frances Mead Spinster deceased unadministered by Jane Mead and William Mead the younger former Administrator of the third part Grantham Mead by the description of Grantham Mead of Penshurst Kent Gent the Administrator of Nicholas Wentworth deceased remaining unadministered and Administrator of John Mead the younger late father of Grantham Mead remaining unadministered of the fourth part Constantine Lord Mulgrave and Constantine John

Phipps of the fifth part and John Earl of Corfe and Orrery, William Kelynge Esq., Zachary Chambers Esq., Joseph Ashton Gent (Who are Executors of the will of the Most Noble Catherine late Duchess of Buckinghamshire and Normanby deceased who was the only Executrix in the will of Edmund the late Duke of Buckinghamshire and Normanby deceased her son) of the sixth part.

In pursuance of a decree of the High Court of Chancery dated 19/07/1745 and made in two causes – William Mead the younger and Mary Bale widow his sister plaintiffs and the Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton defending and in the other cause the Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton plaintiffs and William Mead and Mary Bale are defendants. The manor of Kirkby, estate of Richard Kirkby deceased was granted and conveyed to the Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton. And the tenure of 1000 years vested in Robert Ord, Hugh Watson and Sarah Wilson and the three Recognizances to which Grantham Mead is entitled should be assigned to Gilbert Jodrell in trust for the Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton.

And whereas by an Indenture of six parts dated 23/08/1757 between Sarah Wilson of St Andrew's Holborn, Middlesex spinster only acting Executrix of the will of George Wilson late of Symonds Inn London Esq. deceased of the first part, Grantham Mead of the second part, Thomas Bennett Esq. of the third part, William Comber Kirkby of the fourth part, John Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton Executors of the will of Catherine late Duchess of Buckinghamshire and Normanby of the fifth part, Gilbert Jodrell of Symonds Inn Middlesex Gent of the sixth part. It is witnessed that the said Sarah Wilson for the sum stated directed by Grantham Mead testified at the nomination of Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton, sold to Gilbert Jodrell the land called the Park in Kirkby Ireleth for the remainder of the 1000 years in trust for Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton. Grantham Mead also sold the three Recognizances to Gilbert Jodrell in trust for Earl of Corfe and Orrery, William Kelynge, Zachary Chambers and Joseph Ashton.

And whereas freehold and Inheritance of the premises and land comprised in 1000 years in the Manor of Kirkby all in the estate of Richard Kirkby were by law conveyed and assured by William Kelynge, and Zachary Chambers the surviving trustees named in the will of Catherine Duchess Dowager of Buckinghamshire and Normanby deceased to Constantine Lord Mulgrave and thence to Constantine John Phipps. Gilbert Jodrell became trustee for Constantine Lord Mulgrave and Constantine John Phipps in succession for the residue of 1000 years and the three Recognizances were assigned to him by an Indenture of 23/08/1757.

And whereas Constantine Lord Mulgrave and Constantine John Phipps by Indenture of Lease and Release dated 03 and 04/06/1768 for £4,000 granted the Manor of Kirkby to Constantine Lord Mulgrave.

And whereas by deed signed by Gilbert Jodrell, Constantine Lord Mulgrave, Constantine John Phipps and Jeremiah Crutchley dated 04/06/1768 written on the outside of the six part Indenture dated 23/08/1717 Gilbert Jodrell for the sum stated and directed by Constantine Lord Mulgrave, Constantine John Phipps and at the nomination and appointment of Jeremiah Crutchley, sold to Edward Woodcock the term of 1000 years assigned to Gilbert Jodrell to hold interest in the first part for Jeremiah Crutchley for the better securing the repayment of £4,000 and interest according to the Indenture of Mortgage.

And whereas by Indenture of Lease and Release, Lease dated one day before the Release which is tripartite and dated as this document and between Jeremiah Crutchley of the first part, Constantine Lord Mulgrave and Constantine John Phipps of the second part and Lord John Cavendish of the third part for £4,500 to Jeremiah Crutchley and £11,500 to Constantine Lord Mulgrave and Constantine John Phipps making £16,000 in all paid by Lord John Cavendish, Jeremiah Crutchley as directed by Constantine Lord Mulgrave and Constantine John Phipps sells and Constantine Lord Mulgrave and Constantine John Phipps have also sold all that Manor of Kirkby Ireleth.

And whereas it was agreed that the three Recognizances and term of 1000 years transferred to Sir Anthony Thomas Adby to protect the deal.

Witnesseth that for 10/- paid by Sir Anthony Thomas Adby to Edward Woodcock then Edward Woodcock at the direction of Jeremiah Crutchley, Constantine Lord Mulgrave and Constantine John Phipps and at the nomination of Lord John Cavendish sells to Sir Anthony Thomas Adby land called the Park in Kirkby Ireleth in trust for Lord John Cavendish.

And for a further 10/- from Sir Anthony Thomas Aaby to Gilbert Jodrell the three Recognizances as above and in trust for Lord John Cavendish.

Signed Edward Woodcock, Gilbert Jodrell, Jeremiah Crutchley, Mulgrave, Constantine John Phipps

18/05/1771

Bundle Number L30/22

Indenture of Bargain and Sale between the Right Honourable Constantine Lord Mulgrave Baron of Mulgrave in the Kingdom of Ireland and the Honourable Constantine John Phipps of the Parish of St George, Hannover Square, Middlesex Esq eldest son and heir apparent of the said Constantine Lord Mulgrave of the one part and the Right Honourable Lord John Cavendish Esq of the other part. Whereas Lord John Cavendish has agreed to buy the Manor, Messuage, Mills, Land, Tenements and Hereditaments of Kirkby Ireleth for £16,000 from Constantine Lord Mulgrave and Constantine John Phipps (The £16,000 is the same as is mentioned in an Indenture of the same date between Jeremiah Crutchley late of Park Place, Southwark and now of Sunning Hill, Berkshire Esq of the first part, Constantine Lord Mulgrave and Constantine John Phipps of the second part and lord John Cavendish of the third part). The Manor of Kirkby Ireleth includes two capital messuages known as Higher Hall and lower Hall and the High Demesne 89 acres and Lower Demesne 219 acres and all messuages tenements etc also the Deer Park 200 acres and the Ireleths 12 acres and the Mills called Kirkby High Mill and Kirkby Low Mill, also the fishing in the River of Steers or Steers Pool known as Kirkby Pool. In occupation of William Comber Kirkby, William Lewthwaite, Richard Hobson, William Taylor, John Postlethwaite, William Postlethwaite, Richard Atkinson, Joseph Milner and William Wilkinson, some of their undertenants being William Buram and Ferdinando Burns and all other Parks, Farms, Tenements, Woods etc of Roger Kirkby the elder, Roger Kirkby the younger, Roger Baker Kirkby, William Kirkby of Kirkby Hall and Elizabeth Kirkby was all by Lease and Release of 22 and 23/8/1757 granted and conveyed to John Earl of Corfe and Orrery, William Relynce, Zachary Chambers and Joseph Ashton and by survivorship became vested in William Relynce and Zachary Chambers and by them conveyed to Constantine Lord Mulgrave and then Constantine John Phipps by Indenture of Lease and Release dated 29 and 30/01/1767. Together with all and singular etc., etc.

Signed Mulgrave, C J Phipps witnessed John Heaton, W Lawson

Receipt fro £16,000 signed Mulgrave, Co J Phipps witnessed John Heaton, W Lawson.

Inrolled in His Majesty's Court of Chancery 06/07/1771 in accordance with the statute of the sixth year of the reign of William and Mary by John Mitford

22/10/1771

Bundle Number L30/22

Hannah Sharp and James Frearson deed to John Broadley Craggfield

Indenture between James Frearson of Ellermyre Kirkby Ireleth Yeoman of the first part Hannah Sharp of Green in Lowick, Ulverston Widow of the second part John Broadley of Copp Kirkby Ireleth Slate River of the third part

Whereas by Indenture dated 13/02/1765 between William Postlethwaite late of Craggfield Kirkby Ireleth deceased of the one part and James Frearson of the other part it is witnessed that William Postlethwaite for a consideration of £110 from James Frearson sold to James Frearson a tenement at Craggfield then in the tenure of William Postlethwaite under yearly fineable rent of 4/4d and one Law Boon and a half to hold to James Frearson etc., for ever. Subject to the proviso that the premises can be redeemed by payment of £110 and interest at a date now long past. Default was made and now due to James Frearson is the sum of £114..11..8d Hannah Sharp is heiress to William Postlethwaite deceased and was admitted tenant at Craggfield and on 11/10 last put it up for sale. John Broadley bid £333 and was the purchaser. For £114..11..8d to James Frearson paid by John Broadley and £51..18..4d to Hannah Sharp and £66..10..0 to Hannah Sharp together with one years interest for £166..10..0 at 9d the pound at the end of one year next after the decease of Mary Postlethwaite widow of George Postlethwaite late of Craggfield and a further sum of £100 to John Postlethwaite of Ulverston who is to pay sundry legacies charged on

the Craggfield estate. The receipt of or security for the several sums is acknowledged James Frearson and Hannah Sharp sell to John Broadley Craggfield with the buildings land etc. John Broadley to pay the Lord of the Manor the said yearly rent of 4/4d subject to the Dower right of Mary Postlethwaite and legacies due after her decease for which use half the purchase money remains in the purchasers hand during her life the yearly interest on it to be paid at 9d in the pound.

Signed James Frearson, Hannah Sharp Witnessed John Woodburns, Benjamin Swainson, John Kendal
18/06/1776 Deed found good by the Manor Court Jury and allowed provided there is nothing prejudicial to the Lord of the Manor's Fines Boons etc. John Robinson Steward there.

16/06/1772 Bundle Number L30/22

Manor Court Baron held at the house of Ferdinando Burns Innholder at Beckside
John Broadley upon a grant of Hannah Sharp by Indenture dated 27[22?]/10/1771 admitted tenant of Craggfield late belonging to Hannah Sharp. Yearly customary rent 4/4d. Fine £4..6..8d Admittance 1/-
Signed John Robinson Steward there

14/10/1774 Bundle Number L54/10

Indenture between Agnes Kirkby of Water Yeat in Blawith Ulverston Widow and William Wayles of Kellett Ground Kirkby Ireleth Husbandman
Witnesseth that for £35 paid by William Wayles to Agnes Kirkby, Agnes Kirkby sells to William Wayles land at Craggfield known as the Parrock with an old house on it part of the Craggfield estate late belonging to James Woodburn deceased, about 1 acre yearly customary rent 2/- adjoining Well Close and also 1d pa in lieu of Tyths of Corn and Hay to the Lord of the Manor
Signed Agnes Kirkby mark Witnessed Thomas Woodburne, John Woodburn, John Kendal

Seen and allowed saving the Lord's rights by me John Robinson Steward there 13/06/1775

28/10/1774 Bundle Number L30/22

Indenture between Agnes Kirkby of Water Yeat Blawith Ulverston Widow of the one part and John Broadley of Craggfield Kirkby Ireleth Yeoman of the other part. For a consideration of £50 paid by John Broadley to Agnes Kirkby and with the permission of the Right Honourable Lord John Cavendish Lord of the Manor of Kirkby Ireleth Agnes Kirkby sells to John Broadley all Agnes Kirkby's land near Craggfield called Intake and her Dale marked out in a close belonging to John Broadley called the Well Meadow near Craggfield. Both parts late owned by James Woodburne deceased, about 6½ roods Yearly customary rent 2/2d now in the possession of Agnes Kirkby. All and singular Ways Waters etc particularly the fence between Well Meadow and Well Close belonging to John Woodburn of Croglin to be maintained by John Broadley. All to John Broadley for the customary yearly rent of 2/2d and 2d in lieu of Corn and Hay Tythe

Signed Agnes Kirkby mark witness William Kirkby, Mary Addison mark, John Kendal
13/06/1775 Seen and allowed in open court saving the Lord's rights. Signed John Robinson Steward there

13/06/1775 Bundle Number L54/10 (Copy held)

A standard printed sheet was used. The parts written in by hand have been emboldened

Manor of Kirkby Ireleth

The Court Baron and Court Customary of the Right Honourable Lord John Cavendish, Lord of the said Manor, held at **Beckside** in and for the said manor, the **thirteenth** Day of **June** in the **fifteenth** Year of the Reign of our Sovereign Lord George III. By the Grace of GOD, of GREAT BRITAIN, FRANCE and IRELAND King, Defender of the Faith, &c. and in the Year of our Lord 1775 before *John Robinson*, Gent. Steward thereof. **And the suitors of the said Court**

AT this Court came **William Wayles** and prayed to be admitted Tenant of a **Dwelling house and a Close of Waste ground** with the Appurtenances, situate, lying and being at **Craggfield** within the said manor, of the yearly customary Rent of **Two Shillings** upon the **Grant of Agnes Kirkby dated the 14th day of October last** To hold the same to the said **William Wayles** and his Assigns, according to the Custom of the said Manor, yielding and paying to the Lord thereof, his Heirs or Assigns, the said yearly customary Rent of **Two Shillings** and all other Rents, Fines, Boons, Dues, Duties, Suits and Services, therefore due, and of Right accustomed, at the Days and Times usual and accustomed for Payment and Performance thereof. And the said **William Wayles** having paid a Fine of **Forty Shillings** as in the Margin, is accordingly admitted Tenant of the said Premises, by me

John Robinson
Steward of the said Court.

	£.	s.	d.
Rent	2..	0	

	£.	s.	d.
Fine	2..	0..	0
Admitt	1..	0	

13/06/1775 Bundle Number L30/22

Manor Court Baron held at Beckside
John Broadley admitted as tenant The Intack and well meadow at Craggfield. Yearly customary rent 2/2d upon grant of Agnes Kirkby 20/10/1774. Fine £2..3..4d Admittance 1/-
Signed John Robinson Steward there

18/01/1780 Bundle Number L54/30

Indenture between the Right Honourable Lord John Cavendish Lord of the Manor of Kirkby Ireleth of the one part and William Watters of Toad Hole in Kirkby Ireleth Yeoman of the other part. For 5/- to Lord John Cavendish paid by William Watters, Lord John Cavendish sells to William Watters the lands at Toad Hole one messuage and Outhouses garden and orchard and land called Near Parrock, Tarn Parrock, Tarn, Back of the Barn, Longfield, Woodwisha, Speedhook, Hempland and Green adjoining to the Hold now in the occupation of William Watters except the oak trees and bark reserved to the Lord of the Manor by agreement dated 13/10/1779 between Lord John Cavendish of the first part and William Penny of Penny Bridge Esq, John Shepherd of Head Cragg Yeoman and John Robinson of Ulverston gent of the second part and several persons including William Watters whose names and seals are attached. For one year.
Signed Lord John Cavendish.

19/01/1780 Bundle Number L54/30

Indenture of full enfranchisement between Lord John Cavendish and William Watters of Toad Hole Yeoman.
William Watters is seized of the tenement at a customary fineable rent of 3/8d and pays dues, boons etc and has corn ground at Grizebeck or Beckside Mills paying toll or mulcture etc., etc.

For the sum of £16..10..0d paid to Lord John Cavendish William Watters buys enfranchisement and so is free of these obligations. The oak trees are reserved to the Lord of the Manor. The messuage at Toad Hole with the Outbuildings and Garden etc and Lands as stated above. Reference is made to the Indenture of 13/10/1779.

Signed Lord John Cavendish witnessed John Church, Anthony Hillam servants to Lord John Cavendish
Signed William Watters for his father witnessed John Towers clerk to Mr Ulverstone

Receipt of £16..10..0d signed Lord John Cavendish witnessed John Church and Anthony Hillam

23/01/1782 Bundle Number L54/10

Indenture for one year for 5/- as below to enable the transaction below to take place.

24/01/1782 Bundle Number L54/10

Indenture of Enfranchisement between the Right Honourable John Cavendish Lord of the Manor of Kirkby Ireleth and William Wayles of Kellett Ground Yeoman. William Wayles holds according to the customs of the Manor lands etc of yearly customary fineable rent of 7/10½d together with certain Boons, Duties and Services according to custom and are bound to have grain ground at Grizebeck and Beckside Mills and to pay the accustomed toll or mulcture.

William Wayles released from all such obligations on payment of £35..8..9d for two dwelling houses at Kellett Ground with Outhouses, Gardens, Orchards and Hempland and closes of land called Meadow, Fourley Fields, Two Summer Closes, Back Field, Coaste Ground, Moore Parrock and Cragg Field parrock all at Kellett Ground. Oak trees remain the Lord's as does the right to make pit steads for charcoal, to get turves to cover the burn, to stack the bark in a barn. The Lord also retains the mineral rights.

Signed John Cavendish, William Wayles

13/02/1800 Bundle Number L30/22

Memorandum as to James James title and Enfeoffment

William Woodburne of Beckside Yeoman and Roger Hunter of Soutergate Slate Merchant in consideration of £197 paid to William Woodburn by Roger Hunter William Woodburn sold three cottages at Beckside with outhouses gardens etc adjoining west premises belonging to Mr John Woodburn of Croglane and east on property late belonging to John Kellet and north on the highway or street at Beckside and then in possession of William Woodburn, Hannah Luce and Elizabeth Towers

Signed William Woodburn

20/06/1805 Bundle Number L8/25

Agreement made between William Watters of Toad Hall Kirkby Ireleth and Thomas Fisher of Dalton Slate Merchant. William Watters for £630 paid by 13/02/1806 sells to Thomas Fisher Toad Hall, buildings, land etc. Two dwelling Houses, Barn, Stable, Cowhouse, Peathouse etc and two Gardens and seven closes of land called Spade hook, Woodhouse Hall, Back of Barn, Tarn, Two Fell Parrocks and Long Field, 10 acres approximately.

Exchange on 12/05/1806

Signed William Waters and Thomas Fisher

Witnessed by William James and William Atkinson

25/07/1805

Bundle Number L30/22

Indenture in five parts between the Right Honourable George Henry Cavendish of the first part, the Honourable William Cavendish eldest son and heir of Lord George Henry and Lady Elizabeth Cavendish (Formerly Lady Elizabeth Compton) of the second part, Thomas Lowton, Inner Temple London Esq., of the third part, John Heaton, Old Burlington Street, St James, Westminster, Middlesex Esq., of the fourth part and the Most Noble William fifth Duke of Devonshire and Dudley North of Clenham Hall, Suffolk Esq., of the fifth part.

Witnesseth for barring an Estates Tail etc. For 10/- each to George Henry Cavendish and William Cavendish by Thomas Lowton, they sell the manor of Kirkby Ireleth to Thomas Lowton etc., etc, - all to break the entail.

14/02/1806

Bundle Number L54/30

Indenture between William Watters of Toad Hole Yeoman and Eleanor his wife of the one part and Thomas Fisher of Dalton in Furness Slate Merchant of the other part

Witnesseth that for £630 paid to William Watters by Thomas Fisher William Waters sells to Thomas Fisher Toad Hole. The house, outhouses, gardens, orchards and land called Near and Far Parrock, Tarn, Back of the Barn, Longfield, Woodwisha, Speedhook, Hempland and Green adjoining to the Fold in the occupation of William Watters or his tenants 10 acres approximately. Yearly rent 1/8d in lieu of Tythe Corn commonly called Tythe Corn Rent or Rectory Rent.

Signed William Watters and Eleanor his wife witnessed William Greenwood, William Atkinson

Receipt of £630 signed William Watters witnessed William Greenwood, William Atkinson

15/12/1806 Exchange witnessed by Mathew Denney and Joseph Fisher.

1808

Ref 4128S

(Photographed)

Map approximately 6½ inches to the mile showing the Kirkby Ireleth Estates belonging to Lord George Henry Cavendish and the Commons within the Manor of Kirkby Ireleth (See separate file)

08/09/1809

Bundle Number L54/10

(Copy held)

Extracted from the Registry of the Dean and Chapter Court of York

In the name of God Amen This is the last will and testament of me William Wayles of Kelletground in the Parish of Kirkby Ireleth and County of Lancaster made published and declared this eighth day of September in the year of our Lord one thousand eight hundred and nine in manner and form following First I give and devise unto my eldest son William Wayles all and singular my freehold & messuages tenements houses lands and hereditaments real estate and premises whatsoever situate or belonging to Kellet ground And also all my right title or expectancy at Lowford together with all other my real estates whatsoever situate in the said Parish of Kirkby Ireleth whereof I have any right or authority either in law or equity by this my will to dispose of To hold to him his heirs and assigns foe ever And I also further give unto him my said Son William Wayles all and singular my personal property monies and securities of money goods & chattels of what kind nature or quality so ever charged nevertheless and I do hereby charge the said real and personal property of me devised to him with the payment of the several legacies herinafter mentioned namely the sum or legacy of fifty pounds to my Son James at the end of twelve months next after my decease and the like sum of fifty pounds to be paid to him on the thirteenth day of February next after the decease of my Cousin Mary Postlethwaite And also the like sum of fifty pounds to my Son Joseph to be paid to him also at the end of twelve months after my decease And also the further sum of fifty pounds to be paid to him on the thirteenth day of February next after the decease of my said Cousin Mary Postlethwaite And also the like sum of fifty pounds to my Son Mathew to be paid to him at

the end of twelve months next after my decease And also the further sum of fifty pounds to be paid to him on the thirteenth day of February next after the decease of my said Cousin Mary Postlethwaite And to my Son John seventy five pounds at the end of twelve months next after my decease And the like sum of seventy five pounds on the thirteenth day of February next after the decease of my said Cousin Mary Postlethwaite And to the children of my late daughter Elizabeth Woodburn the sum or legacy of one hundred and twenty pounds at two equal payments in conformity and in manner as the before mentioned legacies to be paid equally to and amongst them share and share alike as they shall severally attain their respective ages of twenty one years (if due) And to my daughter Jane one hundred and twenty pounds paid as above at two payments in conformity to the above mentioned legacies and to my daughter Ann one hundred and fifty pounds paid to her as above mentioned Lastly I hereby name and appoint my said Son William Wayles sole executor of this my Will he paying all my just debts the said legacies and funeral and testamentary expenses IN WITNESS whereof I have hereunto set my hand and seal the day and year first above written

William Wayles

This writing was by the said William Wayles the testator signed sealed published and declared a sand for his last will and testament in the presence of us with th ewords “my said Son” & “five” being first interlined

John Atkinson, Joseph Kendal, John Kendal

This Will was proved at York the 17th day of March 1812 by th eoath of William Wayles the Son and sole executor therein named to whom Probate was granted he having been first sworn duly to administer

William Hudson
Deputy Registrar

04/10/1811 Bundle Number L54/10

Same parties as below. For 5/- to John Woodburne, Thomas Fisher, James Fisher, Joseph Fisher and James Slater get the land defined below for one year paying one peppercorn rent on the feast of St John the Baptist. So that the four are in actual possession and so can accept and take a Grant and Release of the freehold Reversions and Inheritance of the same premises.

Signed John Woodburne. Witnessed William Atkinson and John Broadley.

04/10/1811 Bundle Number L54/10

John Broadley of Cragg Field Kirkby Ireleth to Thomas Fisher, James Fisher, Joseph Fisher and James Slater for one year for a consideration of 5/- as with John Woodburne

05/10/1811 Bundle Number L54/10

Indenture between John Woodburne of Croglane Kirkby Ireleth Slate Merchant, Thomas Fisher of Dalton Slate Merchant, James Fisher of Dalton Maltster, Joseph Fisher of Barrow in the Parish of Dalton Maltster and James Slater of Dalton Slate Merchant.

Witnesseth that for £85..5..3½d to John Woodburne paid by Thomas Fisher, James Fisher, Joseph Fisher and James Slater he John Woodburne sells to them (Now in their possession by virtue of a Bargain and Sale to them by John Woodburne for one year for 5/- paid by them) all that land of John Woodburne's at Crow Brow Kirkby Ireleth adjoining on the north and west to other lands belonging to John Woodburne on the south to lands belonging to Thomas Fisher and on the east to another parcel of land lately sold by John Broadley to Thomas Fisher, James Fisher, Joseph Fisher and James Slater. To be used for the purpose of working a Slate Quarry and dumping the rubbish thereon and for husbandry and not for the purpose of building a house or other buildings and not to have any road through the land of John

Woodburne. To hold as Tenants in Common and not as Joint Tenants by payment of fines or services as is the custom of the Manor.

Thomas Fisher, James Fisher, Joseph Fisher and James Slater are indemnified against the usual plus any Dower or Widow right of Elizabeth the present wife of the said John Woodburne

Signed John Woodburne, Thomas Fisher, James Fisher, James Slater. Witnessed William Atkinson and John Broadley

Signed Joseph Fisher. Witnessed William Blendall and Thomas Butler

Payment received signed John Woodburne. Witnessed William Atkinson, John Broadley

05/10/1811

Bundle Number L54/10

Indenture between John Broadley of Cragg Field Kirkby Ireleth and Thomas Fisher, James Fisher, Joseph Fisher and James Slater.

For £33..11..0d John Broadley sells to Thomas Fisher, James Fisher, Joseph Fisher and James Slater (They being in possession by virtue of a Bargain & Sale for one year for 5/- to John Broadley) land near Crow Brow adjoining on the north and east other lands belonging to John Broadley on the south to lands belonging to Thomas Fisher on the west to another parcel of land lately sold by John Woodburne of Croglane to Thomas Fisher, James Fisher, Joseph Fisher and James Slater. The same conditions apply as to John Woodburns sale and they are indemnified against the Dower or Widow right of Sarah the wife of John Broadley.

Signed by John Broadley, Thomas Fisher, James Fisher and James Slater. Witnessed by John Woodburne & William Atkinson.

Signed by Joseph Fisher witnessed by William Blendell & Thomas Butler

Receipt signed by John Broadley witnessed by John Woodburne & William Atkinson

25/03/1825

Bundle Number L30/22

Indenture between Joseph James Beckside Miller and Betty his wife of the one part and Edward Coward Beckside Slate Merchant of the other part.

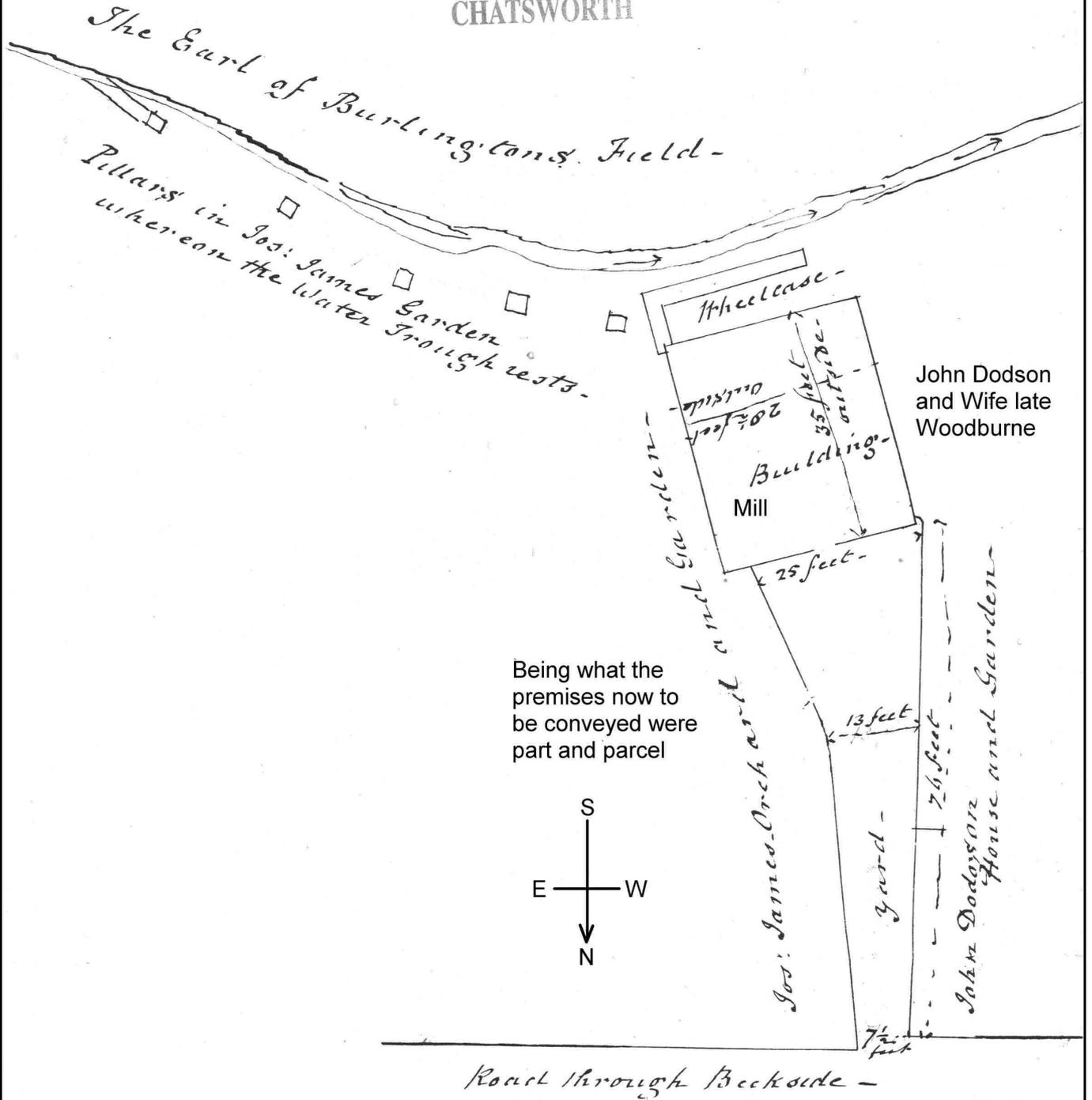
Whereas Joseph James sells to Edward Coward for £46 a piece of ground staked and marked out containing in length from the beck leading up to the High Road or Street 30 yards and 3 yards in breadth for a road for the building length and in breadth 10 yards, being part of the south west part of the garden of Joseph James adjoining west on property late of John Woodburn of Croglane deceased, south and east on the property of John Kellet deceased and north to the Highway of Beckside to erect a Cotton Mill and all necessary premises and all that stream of running water called the Beckside Beck from the Lock or Hank called the Water gate up to the Mill Machine or Engine thereupon erected or being to that part of the said stream called the Mill Ford together with the ground on which it runs and the banks and dams thereof the said Edward Coward to lever off or on the water of the said stream upon the Mill Wheel as often and as seldom as he may think proper for carrying on the machinery and all the head weirs, mill ponds, pools, dams, leats, flood gates etc.

This is followed by the usual long winded terms and conditions

Signed Joseph and Betty James Witnessed John R Cragg and Walker Wilson

Receipt signed Joseph James Witnessed John R Cragg and Walker Wilson

DEVONSHIRE MSS.
CHATSWORTH



The Walls on each side of the yard belong to the adjoining Premises -
The Building consists of one Ground Floor and two upper Floors -

Abstract of Title of Edward Coward to a Bobbin Mill at Beckside

25/05/1770 Indenture of Conveyance between John Dickinson of Baldmire Millom Shoemaker and Ann his wife of the one part and William Woodburne of Hill Millom Shoemaker of the other part. For a consideration of £126..5..0d to John Dickinson by William Woodburne, John Dickinson sold to William Woodburne premises and land at Beckside Kirkby Ireleth known as High Beckside tenements with all the Buildings, Hemplands, Backsides, Orchards, Gardens, Fronts etc and a field called Gate Lands west of the High Road to Soutergate of 1 Acre all held by an ancient rent of 1/5¼d all then in the possession of John Dickinson.

William Woodburne to hold and pay rent of 1/5¼d with one fourth part of a boon plough and -/8d to the Proctor for Corn Tythe money

11/06/1770 The above found good by the jury of the Manor Court and allowed by John Robinson Steward of the Manor of Kirkby Ireleth

06/08/1771 Indenture of Conveyance between Roger Kellett of Beckside Kirkby Ireleth Yeoman of the one part and William Woodburne of the Hill Millom Yeoman of the other part. For a consideration of £2..2..0d paid by William Woodburne, Roger Kellett sold to William Woodburne land formerly a Smithy Stead the front being in the Hempland and Garden of William Woodburne and adjoining to the south of the High Road through Beckside Fineable rent 3d

Deed found good by the jury of the Manor Court and allowed John Robinson Steward there

19/01/1780 Indenture of Lease and Release and Enfranchisement between the Right Honourable Lord John Cavendish and William Woodburne a customary tenant bound to perform certain duties and services, boons etc., grind at the Lord's Mills paying Toll or Mulcture etc., etc. Enfranchised for £7..11..10¼d. all his property in Beckside and also near Stone Arthur Kirkby Ireleth. Oak trees are reserved to the Lord of the Manor. William Woodburne could get stone and slate for repairing buildings or fences or making new ones and use a horse and cart but not in any quarry of Lord John Cavendish. William Woodburne was also released from helping to keep in repair the water corn Mills at Grizebeck and Beckside.

13/02/1800 Indenture of Enfeoffment between William Woodburne of the one part and Roger Hunter Soutergate Slate Merchant of the other part. For £197 paid to William Woodburne by Roger Hunter, William Woodburne sells to Roger Hunter premises at Beckside adjoining on the west premises of John Woodburne of Croglane south and east on property late of John Kellet deceased and north on the road at Beckside now in the possession of William Woodburne, Hannah Leece and Elizabeth Towers free from encumbrances except the Dower of Elizabeth his wife if she should survive him.

From the Parish Register 18/11/1802 Buried betty wife of William Woodburne of Beckside

18/02/1802 Indenture of Feoffment between Roger Hunter and Mary his wife of the one part and James James of Beckside miller of the other part. For a consideration of £210 paid by James James to Roger Hunter, Roger Hunter sells to James James the Premises granted above.

25/03/1825 Indenture of Feoffment between Joseph James and Betty his wife of the one part and Edward Coward of Beckside Slate Merchant of the other part. For a consideration of £46 paid to Joseph James by Edward Coward, Joseph James sells to Edward Coward a plot of land as previously described ie 30 yards by 10 yards plus 3 yards for a road to build a Cotton Mill.

From the Parish Register 16/01/1832 Buried Elizabeth James of Beckside aged 52 by W Williamson Curate

Lease for one year. Thomas Woodburn late of Beckside Kirkby Ireleth now of Dendron in Aldingham Yeoman, Sarah Bradley of Craggfield Kirkby Ireleth Widow, William Wilson of Doveford Kirkby Ireleth Yeoman and Agnes his wife of the one part and the Right Honourable Lord George Henry Cavendish of the other part

Whereas Lord George Henry Cavendish has agreed to purchase from Thomas Woodburn, Sarah Bradley, William Wilson and Agnes his wife for 5/- the estate of Craggfield and House, Barn, Stable, Cowhouse,

Peathouse etc, Garden and Closes called Near Intack 1 Acre 1 Rood, Far Intack 1a 2p, The Parrock 2r 17p, The Bank Land 2a 1r 27p, The Broad Dale 2r 29p, The Nab End 1r 27p, The Far Broad Dale 1a 1r 12p, Large High Ley 1a 38p, Little High Ley 1a 1r 9p, Douching Well 1a 2r 30p The Crow Hill 3r 31p, The Well Meadow 2r 13p Total 13a 1r 35p occupied by John Coward as tenant with a cottage and garden adjoining in possession of Sarah Bradley. All to Lord George Henry Cavendish for 1 year for one peppercorn rent if demanded

This document enables the full sale to go ahead

Signed with Mark and seal of Thomas Woodburne witness Robert Field and Hannah Cotton

Signed with Mark and seal of Sarah Bradley witness P Barton

Signed William Wilson

} witness P Barton, John Sykes

Signed with Mark and seal of Agnes wife of William Wilson } Thomas Butler

14/02/1826

Bundle Number L30/22

Indenture for sale between Thomas Woodburn late of Beckside Kirkby Ireleth now of Dendron in Aldingham Yeoman of the first part, Sarah Bradley of Craggfield Kirkby Ireleth Widow of the second part, William Wilson of Doveford Kirkby Ireleth Yeoman and Agnes his wife of the third part and the Right Honourable Lord George Henry Cavendish of the fourth part.

Whereas John Bradley testator's will dated 15/03/1796 left his estate at Craggfield to Thomas Woodburn and Edward Coward (now deceased) and their heirs (excepting premises occupied by his son John) in trust to the following intent and purpose.

His beloved wife Agnes to remain at Craggfield for life and to receive all rents etc. On Agnes death a yearly annuity of £8 to his youngest son George for life and 12 months after the decease of Agnes to his Grand daughter Agnes Bradley daughter of the said John when she is 21 the sum of £50. After the decease of George £200 to be divided between his children.

If John takes on all of the above then no trust is required.

John Bradley died 04/01/1797. Agnes died June 1814. John Bradley's eldest son died ---- leaving Agnes now the wife of William Wilson his only child and heiress at law. She was 21 in 1845.

Edward Coward died in December 1813

George Bradley is living and gets £8 pa.

Sarah Bradley, John's widow, agrees to this indenture.

Thomas Woodburn, William Wilson and Agnes agreed with Lord George Henry Cavendish to sell the estate to him for £930 subject to a life interest for Sarah Bradley in the cottage and garden and to get water from the well in Well Meadow and subject to £8 pa to George Bradley and £200 for his children and certain provisions in an indenture of Release and Enfranchisement dated 02/07/1784 between the Right Honourable Lord John Cavendish and John Bradley the testator. The estate consists of buildings and land specified above all in the occupation of John Coward as tenant and also a cottage and garden adjoining in the occupation of Sarah Bradley, all followed by the usual statements and provisos etc.

Signed Thomas Woodburn mark witnessed Robert Field and Hannah Colton

Sarah Bradley mark witnessed P Barton

William Wilson, Agnes Wilson mark witnessed J Barton, John Sykes, Thomas Butler

Lord George Henry Cavendish witnessed Thomas Butler, Joseph Handley

Tuesday 07/03/1827 (7th year of Geo IV) Bundle Number L30/22

Final agreement at Lancaster Court before Sir John Bayley Justice of the King's Bench Westminster and Sir John Hullock Baron of the Court of the Exchequer at Westminster

Between the Right Honourable George Henry Augustus Cavendish Esq, William Gaskel, William Jackson and John Parker Plaintiffs and William Wilson and Agnes his wife, William Kirkby and Elizabeth his wife, Thomas Brittain Tolming and Rebecca his wife and John Wainman and Margaret his wife Deforceants of two messuges, two cottages, one barn, one stable, one cowhouse, one peathouse, four outbuildings, two orchards, two gardens, 14 acres of land, 14 acres of meadow, 14 acres of pasture, 5

acres of wood, common of pasture for all cattle and common of turbary with the Appurtenances at Craggfield Kirkby Ireleth and also of one messuage, one cottage, one barn, one stable, one cowhouse, two orchards, two gardens, 2 acres of meadow, 2 acres of arable land, 3 acres of pasture, 5 acres of wood, common of pasture and turbary in Colton and ½ an acre in Ulverston and 2 messuages, 30 acres of land, 10 acres of meadow, 10 acres of pasture, 10 acres of moss, common of pasture and turbary in Ulverston. Whereupon a plea or covenant was summoned between them in the same court to wit that the said Deforceants have acknowledged the right of the Plaintiffs to the tenements etc and also the heirs of Agnes William Kirkby and William Wilson and Agnes his wife warrant to Lord Cavendish the tenement first above, William Kirkby and Elizabeth his wife warrant to William Gaskel the premises second above etc. For this the Plaintiffs give to the Deforceants £43..6..8d

19/12/1829

Bundle Number L54/10

Indenture between Thomas Fisher of Dalton Slate Merchant and James Postlethwaite of Soutergate Slate River.

Whereas James Postlethwaite has contracted with Thomas Fisher for two parcels of land for 1000 years at a price of £19..19..0d and Thomas Fisher has agreed. The land being at Little Crow Brow Slate Quarry where James Postlethwaite has erected a house and garden. Yearly rent one peppercorn payable on the feast day of St Michael the Archangel.

Signed Thomas Fisher.

04/06/1835

Bundle Number L8/25 and L54/30

Mr Thomas Fisher and the Right Honourable William Earl of Burlington. Agreement for purchase of the Toadhole Estate.

Thomas Fisher of Dalton Slate Merchant agrees to sell to the Earl of Burlington of Hoker Hall, Cartmel for £1000 all that freehold messuage and tenement at Toad Hole in the Parish of Kirkby Ireleth consisting of an ancient dwelling house two cottages outhouses Gardens and Orchards and several closes of land adjoining known as Back of the Barn, Longfield, Woodwisha and Speedhook situate below the road leading to the Slate Quarries and also six cottages and a garden above the said road and all other land belonging to Thomas Fisher at Toadhole containing by estimation 5½ acres.

Thomas Fisher agrees to provide Abstract of Title in two months or before 14/08/1835 and will execute conveyances etc.

Exchange date to be 14/08/1835.

Thomas Fisher or his tenant then to rent the same premises from the Earl to farm at a rent of £40 pa clear of all taxes for his lifetime in half yearly payments on 14/02 and 14/08 with the first payment due on 14/02/1836.

Agreed that if it is necessary to take down any of the cottages or to take any part of the land for the purpose of more effectively operating the Quarry, which it shall be lawful for the Earl or his assigns etc to do (ie using it for the tipping of slate rubbish) upon allowing Thomas Fisher £2 pa for each cottage and £4 pa for each acre of land so used off the rent.

Signed by Thomas Fisher in the presence of Thomas Butler and Benjamin Corry for the Earl of Burlington.

Letter 08/07/1835

Bundle Number L54/30

Re Fisher purchase Butler to W Wilmer Esq

Re the difference in description between the last purchase deed and the present agreement. This is due to Mr Fisher selling to other Slate Merchants for laying slate rubbish upon. Also no admittance to customary

conveyance and no fine levied to bar Mrs Watters Dower when Mr Fisher bought it. Mrs Watters still living and widowed five or six years

10/08/1835 Bundle Number L54/30

Lease for a year between Thomas Fisher of Dalton in Furness Slate Merchant and the Right Honourable William Earl of Burlington.

For 5/- to Thomas Fisher from the Earl of Burlington, Thomas Fisher sells to the Earl of Burlington for one year Toad Hole consisting of an old house, two cottages, outhouses, gardens, orchards and land called Back of the Barn, Longfield, Woodwisha, Speedhook below the road to the Slate Quarries and six cottages and garden above the road erected on part of a field called Far Parrock now in the possession of Thomas Fisher or his tenants in all approximately 5½ acres. Rent one peppercorn if demanded. All to enable a full transfer of freehold in accordance with a deed of 11/08/1835 between Thomas Fisher of the first part, Eleanor Watters widow of William Watters late of Toad Hole of the second part and the Right Honourable William Earl of Burlington of the third part

Signed Thomas Fisher witnessed Thomas Butler, John Simpson

11/08/1835 Bundle Number L54/30

Indenture between Thomas Fisher, Eleanor Watters and the Earl of Burlington as stated above. For £1000 Thomas Fisher sells to the Earl of Burlington Toadhole with the agreement of Eleanor Watters with reference to her dower right of thirds. Land etc as stated above. For 10/- to Eleanor Watters she agrees to forfeit her right of Dower. Followed by all the usual verbiage

Signed Thomas Fisher witnessed Thomas Butler Conveyancer Dalton and John Simpson, Burlington Street London

Signed Eleanor Watters mark witnessed Robert Greenwood Walney and John Shaw Clerk to Mr Butler Receipt of £1000 signed Thomas Fisher witnessed Thomas Butler, John Simpson

11/08/1835 Bundle Number L54/30

Abstract of Title to Toad Hole

18/02/1750 Indenture of Conveyance between John Dodgson, Kendal in Westmorland, Weaver and Elizabeth his wife and William Watters, Bridgehouse Kirkby Ireleth, Shoemaker. For £170.9.0d William Watters bought from John Dodgson the estate known as Toad Hole. Rent payable to the Lord of the Manor 3/8d and 1/8d Corn Tythe

19/01/1780 Enfranchisement of Toad Hole in the occupation of William Watters Yeoman one of the Customary tenants of the Manor of Kirkby Ireleth. William Watters released from all Dues, Rents, Boons, grinding of corn at Grizebeck or Beckside Mills, repairs to Mills etc., etc for payment of £16.10.0d to the Lord of the Manor. The lands are as specified in the main document. Oak timber and bark excepted these remain the Lord of the Manor's. And for 5/- paid by Lord John Cavendish to William Watters the latter gives up certain rights to timber, coppicing etc.

13/06/1786 Extract from the jurors verdict at the Court Baron

We find William Watters dead since the last court and William Watters his son and heir at law to a freehold estate at Toadhole.

04/02/1806 Indenture of Feoffment between William Watters Yeoman of Toadhole and his wife Eleanor and Thomas Fisher of Dalton Slate Merchant. For £630 William Watters sold Toadhole to Thomas Fisher.

21/08/1835

Bundle Number L30/22

Article of Agreement between Edward Coward and The Earl of Burlington

Edward Coward agrees to sell to the Earl of Burlington for £300 Edward Coward's Mill at Beckside Kirkby Ireleth latterly used as a Cotton Mill but now used as a Bobbin Mill and in the occupation of Edward Keen together with the water Wheel, Troughs, Segment Wheel, Pinion, Wrought Iron Shafts with the Wheels and Drums attached and the Iron Stirrups and frame for a Lathe on the Ground floor and also the Iron Shafts, Stirrups and Drums on the Middle floor together with all other buildings
Edward Coward to provide Abstract of Title, Conveyances etc

05/04/1836

Bundle Number L54/10

Attested copy of an Indenture between William Wayles of Doveford Yeoman of the first part, Malley Wayles of Doveford Widow of the second part, George Frearson of Sickle Smithy, Maltster and James Newton of Chappels Yeoman of the third part

Whereas William Wayles late of Doveford Yeoman deceased 13/12/1829 intestate leaving Malley and William his eldest son and heir and six other children Thomas Wayles, Isabella Wayles, Betty Wilson wife of William Wilson of Doveford James Wayles and Mary Wayles.

William Wayles agreed settlement for Malley, Thomas and Isabela. Malley releases the Dower of thirds to which she is entitled out of the estate.

For 10/- to William Wayles from George Frearson and James Newton, William Wayles grants to George Frearson and James Newton (already in their possession by virtue of a deed for 5/- dated 04/04/1836) House and Land at Doveford Houses Outhouses Gardens etc and Closes called Meadow, Four Fields, Two Summer Closes, Back Field, Waste Ground, Moor Parrock and Cragg Field Parrock currently in the occupation of Mathew Wayles tenant and all other real estate William Wayles died possessed of.

Malley Wayles to get £20 pa for life as long as she lives with William Wayles in four equal quarterly payments on the first of January, April, July and November If she lives apart from William Wayles she is to get £30

Thomas gets £270 when he is 21 years old

Isabella gets £220 when she is 21 years old

Disposition of money if they should die before they are 21 with or without issue etc. All payable by George Frearson and James Newton.

16/05/1836

Bundle Number L30/22

Lease for one year Edward Coward to the Earl of Burlington for 5/- to enable the main sale to take place.

17/05/1836

Bundle Number L30/22

Indenture of Conveyance of Bobbin Mill at Beckside from Edward Coward to the Earl of Burlington
Between Edward Coward of Beckside Kirkby Ireleth Slate Merchant of the first part Roger Hunter of Soutergate Kirkby Ireleth Slate Merchant and Mary his wife of the second part the Right Honourable William Earl of Burlington of the third part.

Whereas Edward Coward owns premises he has agreed to sell to the Earl of Burlington for £300

Whereas Mary if she survived Roger Hunter may be entitled to right of Dower she now relinquishes this right. For 10/- paid to Roger Hunter and Mary.

All that Mill now used as a Bobbin Mill to the Earl of Burlington successor in title to Lord John Cavendish deceased. There is then a reference to the deed of enfranchisement of 19/01/1780 between Lord John Cavendish and William Woodburne of Beckside Yeoman

Signed Edward Coward, Roger Hunter, Mary Hunter.

17/05/1836

Bundle Number L30/22

Indenture between Joseph James Beckside Kirkby Ireleth Miller of the one part and the Right Honourable William Earl of Burlington of the other part

Whereas by indenture of feoffment bearing date 25/03/1825 (See above) Joseph James conveyed to Edward Coward the land lately used as a Bobbin Mill. Now in the occupation of Edward Keen.

Agreement to produce documents as required of 25/05/1770, 06/08/1771, 19/01/1781, 13/02/1800 and 18/02/1802 as mentioned above.

10/12/1839

Bundle Number L54/10

Indenture between James Postlethwaite of Chappels Kirkby Ireleth and the Right Honourable William Earl of Burlington. Whereas by Indenture of Demise or Lease dated 19/12/1829 between Thomas Fisher and the said James Postlethwaite then of Soutergate Kirkby Ireleth, Thomas Fisher for a consideration demised and leased to James Postlethwaite two parcels of land at Little Crow Brow Slate Quarry where James Postlethwaite had built a house and garden for 1000 years at a peppercorn rent.

Whereas William Earl of Burlington has contracted with James Postlethwaite to purchase the above land for the residue of the term of 1000 years for £109 and James Postlethwaite agrees.

Signed James Postlethwaite. Witnessed Thomas Butler and John Shaw.

06/03/1844

Bundle Number L54/10

Indenture between William Wayles of Doveford Yeoman and Mary Wayles of Doveford Widow.

Mortgage to give William Wayles £500 at £4%pa secured on Kellett Ground with the Outhouses, Garden, Orchard and Hempland and Closes called Meadows, Fourley Fields, two Summer Closes, Backfield, Waste Ground, Moor Parrock and Cragg Parrock with all the usual provisions

Signed William Wayles

15/05/1845

Bundle Number L54/10

Memorandum of agreement between William Wayles and Earl of Burlington to sell for £1260 Kellett Ground and Cragg Gate Estate with the Farm House, Three Cottages and Outbuildings etc including the land taken for the new Slate Road about 22 Acres in all

Agreed that William Wayles will prepare the Abstract of Title and execute conveyances etc all by 14/02/1846

Signed William Wayles Witnessed George Mason Gentleman Ashlack Hall

06/03/1846

Bundle Number L54/10

Marriage Certificate

William Wayles of Doveford Kirkby Ireleth Yeoman Bachelor and Hannah Tyson Coal Ash Kirkby Ireleth Spinster by Licence and consent of parents 01/12/1835 by me Edward Tyson Curate of Seathwaite in the presence of George Tyson, James Wayles, Mary Wayles and Sarah Dawson in Seathwaite Chapel
Signed Edward Tyson Curate of Seathwaite

Letter 16/03/1846

Bundle Number L54/10

Butler to Currey re Wayles to Earl of Burlington sale
Earlier deeds referenced

21/01/1745 Admittance of William Wayles on the death of William Wayles his father to a messuage and tenement at Kellett Ground rent 5/10½d

14/10/1774 Customary conveyance from Agnes Kirkby to William Wayles of Kellett Ground of a Customary close or parcel of pasture and waste ground near Craggfield in Kirkby Ireleth called the Parrock and all the old house therein. Part of Craggfield estate late belonging to James Woodburn deceased 1 acre Customary rent 2/-

13/06/1775 Admittance of William Wayles to the above Rent 2/- fined £2

William Wayles the vendor's Grandfather died many years ago he was enfranchised in 1782. His widow will also be dead.

It appears on Court Rolls that his mother, a widow, died 1771

William Wayles the vendor's father was born about 1776

The vendor "is a very drinking man and it may be possible that he may have executed other documents that do not appear. Great caution should be used"

It appears that there have been four William Wayles in succession, the one who died in 1745 was the Great Grandfather of the present vendor.

Letter 19/03/1846 Bundle Number L54/10

Thomas Butler to William Currey

Sent a tracing of the plan and particulars. Think there are two cottages at No 3. Should add something to the effect: Hereditaments formerly belonged to William Wayles Grandfather to William Wayles of this agreement which were of customary held tenure and were on or about 1782 enfranchised by the Lord of the Manor of Kirkby Ireleth and upon the death of the said William Wayles Grandfather the same descended and came to William Wayles his son father of the said William Wayles party hereto. The father died about 1829 and so the property came to William Wayles his eldest son and heir.

Various Certificates 25/03/1846 Bundle Number L54/10

Banns

William Wayles & Elizabeth Newby May 1768 by Stephen Sutton Vicar Kirkby Ireleth

Marriage

William Wayles Bachelor & Elizabeth Newby Spinster 23/05/1768 by Stephen Sutton Vicar Kirkby Ireleth. Signed William Wayles, Elizabeth Newby mark, Witnessed John Postlethwaite & John Moss

William Wayles & Mary Frearson 20/10/1804 from the Worshipful Robert Sinclair MA Commissary to the Dean & Chapter of York T Pearson surrogate. Witnessed James Wayles & Daniel Jenkinson

Baptism

William son of Mary & William Wayles of Ellermire 14/08/1805

Burial

03/02/1812 William Wayles of Kellett Ground Widower

16/12/1829 William Wayles of Doveford aged 60 B.T.Pearson

Signed Charles R Graham Vicar of Kirkby Ireleth

Letter 07/04/1846 Bundle Number L54/10

Woodburne Postlethwaite to Wilmer Esq Chesterfield

Cannot understand why the Wayles purchase is not complete as "Only trifling matters called for answer."

14/04/1846

Bundle Number L54/10

Baptism Certificate

Born 21/10/1807 Baptised 16/11/1807 Isabella daughter of William and Mary Wayles Kellett Ground Yeoman by Thomas Pearson

Born 24/01/1820 Baptised 20/02/1820 Thomas son of William and Mary Wayles Doveford Yeoman by Thomas Pearson

Signed Charles R Graham Vicar of Kirkby Ireleth

17/04/1846

Bundle Number L54/10

(Copy held)

I Myles Newton of Croglane in the Parish of Kirkby Ireleth in the County of Lancaster do solemnly and sincerely declare that I am seventy two years of age and have resided in the parish for sixty years past That I know William Wayles of Doveford in the said Parish of Kirkby Ireleth That the said William Wayles is the reputed owner of an Estate at Kellet Ground in Kirkby Ireleth now in the occupation of Mathew Wayles and others and which I have heard and believe that he has sold or is about to sell to the Earl of Burlington That I have known the said Estate for a great number of years and always understood and believe that it belonged successively to the Grandfather and father of the said William Wayles and upon the decease of the latter it came to the said William Wayles That I never heard a doubt thrown upon the Title of the said William Wayles or any of his ancestors to the said Estate and that I believe him to be the rightful and lawful owner neither knowing nor having heard any thing to the contrary That the said William Wayles above mentioned was eldest Son of his Father William Wayles who was eldest Son of his Father who was also called William Wayles and that upon the decease of the last named William Wayles the said Estate came to the said William Wayles the Father of the said William Wayles the Vendor That the said Estate consists of a dwelling house and Cottages and fifteen Closes or parcels of land but I do not know the names of them That the plan or sketch hereunto annexed is a correct representation of the said Estate and I make this solemn declaration conscientiously believing the same to be true and by Virtue of the provisions of an Act made and passed in the fifth and sixth years of the Reign of his late Majesty King William the fourth intituled "An Act to repeal an Act of the present Session of Parliament intituled 'An Act for the more effectual abolition of Oaths and Affirmations taken and made in various departments of the State and to substitute declarations in lieu thereof and for the more entire suppression of Voluntary and Extra judicial Oaths and Affidavits ... and to make other provisions for the abolition of unnecessary Oaths"

Myles Newton

Declared before me at Croglane aforesaid this 17th day of April 1846

William Butler a Master Extraordinary in Chancery

Map dated 1839 annotated 17/04/1846 referred to in the above declaration. (Copy held)

Letter 20/04/1846

Bundle Number L54/10

Re Kellett Ground Thomas Butler to Currey

Declaration by Croglane farmer who has been a Quarry man and Slate River all his life.

Letter 11/05/1846

Bundle Number L54/10

Re Kellett Ground - Butler to Wilmer Old Palace Yard London

Mr Postlethwaite cannot go further. It appears that Wayles the vendor is afraid of him and will not sign anything on his advice, Postlethwaite has acknowledged this.

Have heard that the Grandfather made a strange will, if so it is probably at York.

Think that the business will not get finished unless we by pass postlethwaite and go direct to Wayles.
Unprofessional but necessary and awaits instructions.

Letter 14/05/1846 Bundle Number L54/10
York

The will of William Wayles Husbandman of Kellett Ground Kirkby Ireleth [dated 08/09/1809] was proved 17/03/1812. Also letters of Administration of William Wayles of Doveford Kirkby Ireleth Husbandman granted July 1830 to Mary Wayles widow his relict.

30/05/1846 Bundle Number L54/10
Baptism Certificate

William son of William and Mary Wayles of Ellermyre Baptised 14/08/1805
Signed Charles R Graham Vicar of Kirkby Ireleth

Letter 10/06/1846 Bundle Number L54/10

Butler to Wilmer re Kellett Ground and the legacies of William Wayles Grandfather of the vendor
Receipts dated 04/10/1821 for £30 from Elizabeth Woodburne and John Sandham & Mary his wife,
children of Elizabeth Woodburne
Receipts dated 11/11/1821 from Isaac and William Woodburne signed by William Wayles as having
retained them in trust as they were under age. William Woodburne is in America and was paid before he
left
Jane Mason nee Wayles got hers over 33 years ago in two payments
Ann Gilbanks nee Wayles got hers 34 years ago last Candlemass in one sum
Mathew Wayles got his many years ago but cannot recollect how many
John and James Wayles died without wives or family
Joseph Wayles died and left a family who I have still to see
Mrs mason and Gillbanks say they believe their brothers all got paid out about the same time as
themselves.

Copy of a letter from W Postlethwaite

On 29th last month wrote to Currey stating that unless the purchase was complete by the 3rd my
instructions were to proceed. They not having thought my letter worth notice I forwarded instructions to
my Agent to file a Bill without delay. I can now only say that unless you can pay the purchase price with
interest and costs the Bill will be on the file Friday or Saturday.

I consider the treatment we have experienced from your London friends very unhandsome.

Letter 12/06/1846 Bundle Number L54/10

Butler to Wilmer re Kellett Ground

The son of Joseph Wayles knows nothing of legacy and his mother lived at Langholme Bridge. Joseph
Wayles died about 11 years ago

Mrs Mary Sandham says her sister and brothers were all paid. William is now in America and Isaac died
after he was 21 years old.

Margaret Postlethwaite died many years ago

Letter 12/06/1846 Bundle Number L54/10

From Currey & Co Solicitors, Old Palace Yard, London to Woodburne Postlethwaite Esq
Will of William Wayles (vendor) father [Dated 08/09/1809] left

To his son James Wayles £50 to be paid 12 months after death and a further £50 after the death of the testators cousin Mary Postlethwaite.

To his son Joseph Wayles 2 sums of £50 as above

To his son Mathew Wayles sum of £50 as above

To his son John Wayles sum of £75 as above

To the children of Elizabeth Woodhouse £120 at the same periods

To Jane Wayles £120 at the same periods in two payments

To Ann Wayles £150 at the same periods.

We require evidence that these have been paid prior to paying the purchase money. (There is also a reference to filing a Bill in Chancery)

Letter 15/06/1846 Bundle Number L54/10

W Postlethwaite to Currey

The vendor William Wayle's father left no will. If the Grandfather did he died 34 years ago and all legacies must be assumed to have been paid.

Not satisfied with the way he has been treated & threatens a Bill in Chancery if the sale is not completed forthwith.

Letter 16/06/1846 Bundle Number L54/10

Butler to Currey

Vendor's Grandfather's cousin Mary Postlethwaite called Malley buried 15/04/1815

William Wayles purchaser of Cragfield 1774 married Elizabeth Newby 1768

17/06/1846 Bundle Number L54/10

Burial Certificate

Malley Postlethwaite Doveford 05/04/1815 aged 75 by Thomas Pearson

Signed Charles R Graham Vicar of Kirkby Ireleth

Letter 20/06/1846 Bundle Number L54/10

William Currey to Thomas Butler

Get from Mathew Wayles, Jane Mason & Ann Gilbanks acknowledgement that legacies under Mr Wayles's will have been paid.

Vendor to declare that legacies given to James Wayles, John Wayles, Joseph Wayles have never been acknowledged by him and no interest paid, we may then presume that the terms of the will have been satisfied.

Declaration also required from someone who knows that Elizabeth Woodburne the elder had no other children besides Elizabeth, Isaac and William and Mary Sandham. Also ascertain whether Isaac and William attained 21 years of age so that we can form an opinion as to whether these legacies may be presented to be paid

22/06/1846 Bundle Number L54/10

Declaration of William Wayles that he owned the Kellett Ground land and buildings etc
Signed William Wayles Witnessed Thomas Butler

Letter 24/06/1846 Bundle Number L54/10

Re Kellett Ground to William Currey, Old Palace Yard, Westminster, London from Thomas Butler
Declaration of Mathew Wayles, Jane Mason & Banks and wife that they were paid
Declaration by Vendor and John Coulton
Baptism Certificates for William and Isaac Woodburne

24/06/1846 Bundle Number L54/10

Declaration of William Wayles that he had not acknowledged the legacies given in his Grandfather's will
Signed William Wayles Witness Thomas Butler

24/06/1846 Bundle Number L54/10

Declaration by William Wayles of Doveford that the land for sale is not encumbered
Signed William Wayles Witness Thomas Butler

24/06/1846 Bundle Number L54/10

Declaration by John & Ann Gillbanks of Head Cragg that they received the legacy of £150 more than 30
years ago
Signed John Gillbanks, Ann Gillbanks mark Witness John Shaw

24/06/1846 Bundle Number L54/10

Declaration by Jane Mason of Bellhaw Kirkby Ireleth that she received her legacy of £120 about 1812
Signed Jane Mason mark Witness William Shaw

24/06/1846 Bundle Number L54/10

Declaration by Mathew Wayles of Kellett Ground that he received his legacy of two sums of £50 many
years ago
Signed Mathew Wayles Witness William Shaw

24/06/1846 Bundle Number L54/10

Baptism Certificate
William son of Isaac & Betty Woodburne of Doveford 15/02/1802
Isaac son of Isaac & Betty Woodburne of Doveford 15/04/1804
Signed Charles R Graham Vicar of Kirkby Ireleth

25/06/1846

Bundle Number L54/10

Declaration of John Coulton that Elizabeth Wayles was only married once and had only four children two sons and two daughters Isaac, William, Mary and Elizabeth. Formerly of Kellett Ground after of Doveford.

Letter 02/07/1846

Bundle Number L54/10

Thomas Butler to William Currey

Has agreement please remit purchase money £1260 to the Ulverston branch of the Lancaster bank. (There is also a note on the Rampside, Walney and Duddon fisheries)

16/07/1846

Bundle Number L54/10

Abstract of Title and Supplement to the Abstract of Title

16/07/1846

Bundle Number L54/10

Indenture between Mary Wayles of Doveford Kirkby Ireleth Widow of the first part William Wayles of Doveford Kirkby Ireleth Yeoman of the second part George Frearson of [-----] Kirkby Ireleth Maltster and James Newton of Chappels Kirkby Ireleth Yeoman of the third part and the Right Honourable William Earl of Burlington of the fourth part.

Whereas William Wayles late of Doveford Yeoman deceased owned an estate of inheritance in fee simple died 13/12/1829 intestate. The Estate passed to his eldest son William Wayles party to these presents. An Indenture of Release dated 05/04/1836 (Grounded on a lease for a year dated 04/04/1836) between William Wayles, Mary Wayles (called Malley Wayles) and George Frearson and James Newton reciting amongst other things that William Wayles agreed to make the provision mentioned for Malley Wayles and his brother and sister Thomas and Isabella Wayles and in consideration of such provision Mary Wayles agreed to release the Dower of thirds to which she was entitled Mary Wayles to receive £20 pa from George Frearson and James Newton.

George Frearson and James Newton have the property for 500 years

Thomas Wayles on reaching 21 years of age to receive £270 from George Frearson and James Newton

Isabella Wayles on reaching 21 years of age to receive £220 from George Frearson and James Newton

An Indenture of Release dated 06/03/1844 for £500 paid by Mary Wayles to William Wayles then

William Wayles granted to Mary Wayles the premises subject to William Wayles paying back the £500 plus interest at 4%pa on 14th February next accruing.

Thomas and Isabella Wayles have attained 21 years of age

William Wayles agrees with the Earl of Burlington to sell the premises for £1260 and Mary Wayles agrees.

The £500 owing from the 06/03/1844 Indenture shall be paid by William Wayles to Mary Wayles out of the purchase money of £1260 all interest having been paid up to date. £270 and £220 (£490 total) paid to George Frearson and James Newton as trustees, again out of the purchase money and they shall surrender the term of 500 years as stated in an Indenture dated 05/04/1836 to William Earl of Burlington.

On payment of £500 to Mary Wayles and £490 to George Frearson and James Newton and the residue of £270 to William Wayles they release all to the Earl of Burlington. All that house, cottages, gardens, orchards, barns, stables, shippens, etc and closes of land including the land taken for the new Slate Road at Moor Side in Kirkby Ireleth formerly called Kellett Ground and now called by several names and containing the several quantities viz garden 13 perches, Far Parrock 1 acre 3 roods 1 perch, High Parrock 1a 23p, Low Parrock 3r 34p, Green & Baileriggs 1r 27p, Meadow 3a 3r 16p, Low Summerfield 1a 1r 38p, High Sumerfield 1a 2r 32p, Bartfield 2a 29p, Hopfield 1a 2r 20p, Highhouse garden 12p, Near Hoghouse

Field 1a 2r 20p, Far Hoghouse Field 1a 2r 13p, Hoghouse Hill 3a 37p, Far Field 1a 2r 21p, now in the occupation of Mathew Wayles.

All rights of Mary Wayles George Frearson James Newton and William Wayles granted to William Earl of Burlington.

Whereas the Indentures of 04 & 05/04/1836 relate to other premises of the said William Wayles of larger value at Doveford be produced as required and at the Earl of Burlington's expense to prove title if required.

Provided that Mary Wayles continues to receive her annuities of £20pa & £30pa from the residue of the land owned by William Wayles.

Signed William Wayles, Mary Wayles, George Frearson and James Newton witnessed by William Butler Solicitor Dalton and William Postlethwaite Solicitor Ulverston

On the reverse receipts fro £500 signed Mary Wayles witnessed by William Butler and William Postlethwaite

£490 signed George Frearson and James Newton witnessed as above

£270 signed William Wayles witnessed as above.

22/07/1846

Bundle Number L54/10

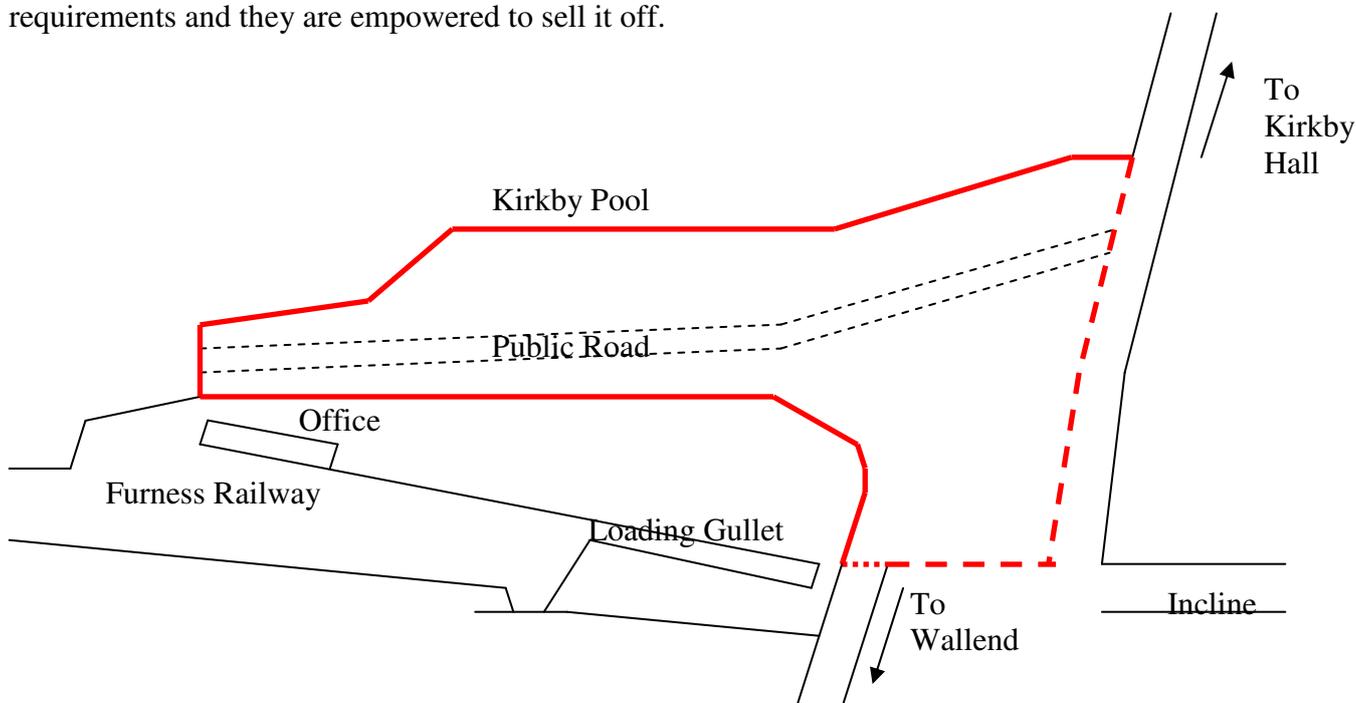
Note from William Wayles notifying tenants at Kellett Ground of the sale to the earl of Burlington and that they should pay their rents to him from 14th February last

13/10/1848

Bundle Number L54/10

Indenture between Furness Railway Co and the Right Honourable William Earl of Burlington.

For £33..13..0d the Earl of Burlington buys from the Furness Railway Co 5 Acres and 37 Perches of land at Head Cragg Marsh (Outlined in red below). The land is surplus to the Railway Company's requirements and they are empowered to sell it off.



There are also in Bundle Number L8/25 a number of deeds concerning land ownership at Cocken with some plans dated 1771 and some documents relating to land in Cartmel.

Legal and Other Terms sourced from the Internet

Accession - Adding on. In civil law, the right to all that one's property produces, not just the property itself.

Administrator(m)/administratrix(f) - A person appointed by the court to settle the estate of someone who died intestate.

Admission - Ceremony by which a new tenant gained entry to a customary holding, by paying a fine; usually preceded by a surrender.

Admit - see Copyhold.

Alien - To transfer (lands, title) to another.

Alienation - A transfer of title or property to another.

Amercement - a penalty, or fine.

Appurtenances - Easements, rights of way, or agreements attached to land.

Assigns - Anyone acting on behalf of or in place of the nominal owner. The owner may have transferred or sold his rights to someone else or appointed an attorney to act on his behalf.

Assize of bread and ale - System regulating the price and quality of bread and ale.

At will - Terminable by the lord of the manor at any time.

Bailiff - Oversaw day-to-day running of a manor.

Bargain - Mutual agreement among two or more people to exchange or purchase goods.

Bargain and Sale Deed - A type of deed in which title is transferred but in which there is usually no guarantee as to the validity of title. A deed that carries with it no warranties against liens or other encumbrances but that does imply that the grantor has the right to convey title. The grantor may add warranties to the deed at his or her discretion.

Bequest - A gift of personal property made in a will. See also devise.

Bond for Deed/Title - A promise to convey land when paid at some point in the future.

Bovate - Measurement of land.

Burgage - A freehold property. A tenure in which burgesses or townsfolk held lands or tenements of the lord, usually for a fixed rent. In Scotland the term related to tenure in property in the royal burghs.

Chattel - A tangible, movable article of personal property, as opposed to real property.

Claim - see Entry.

Collateral - Property put up by someone getting a loan. If they fail to repay the loan, the collateral goes to the person granting the loan.

Common law - The system of laws originated and developed in England and based on court decisions, on the doctrines implicit in those decisions, and on customs and usages rather than on codified written laws.

Body of law based on judicial decisions and precedent that has become the basis of the legal system in Great Britain. Many of the legal concepts in use today, including the law of contracts, are derived from common law.

The body of law that has grown out of legal customs and practices that developed in England.

Common law prevails unless superseded by other law.

Example: In many disputes between neighboring landowners over damages from the activities of one or the other, the courts apply common law to reach a settlement.

Body of law based on custom and general principles and that, embodied in case law, serves as precedent or is applied to situations not covered by statute. Under the common-law system, when a court decides and reports its decision concerning a particular case, the case becomes part of the body of law and can be used in later cases involving similar matters. This use of precedents is known as *stare decisis*. Common law has been administered in the courts of England since the Middle Ages. It is distinguished from civil law.

System of law that prevails in England and in countries colonized by England. The name is derived from the medieval theory that the law administered by the king's courts represented the common custom of the realm, as opposed to the custom of local jurisdiction that was applied in local or manorial courts. In its early development common law was largely a product of three English courts—King's Bench, Exchequer, and the Court of Common Pleas—which competed successfully against other courts for jurisdiction and developed a distinctive body of doctrine. The term “common law” is also used to

mean the traditional, precedent-based element in the law of any common-law jurisdiction, as opposed to its statutory law or legislation (see statute), and also to signify that part of the legal system that did not develop out of equity, maritime law, or other special branches of practice.

Characteristic Features of Common Law

The distinctive feature of common law is that it represents the law of the courts as expressed in judicial decisions. The grounds for deciding cases are found in precedents provided by past decisions, as contrasted to the civil law system, which is based on statutes and prescribed texts. Besides the system of judicial precedents, other characteristics of common law are trial by jury and the doctrine of the supremacy of the law. Originally, supremacy of the law meant that not even the king was above the law; today it means that acts of governmental agencies are subject to scrutiny in ordinary legal proceedings.

Judicial precedents derive their force from the doctrine of *stare decisis* [Lat., =stand by the decided matter], i.e., that the previous decisions of the highest court in the jurisdiction are binding on all other courts in the jurisdiction. Changing conditions, however, soon make most decisions inapplicable except as a basis for analogy, and a court must therefore often look to the judicial experience of the rest of the English-speaking world. This gives the system flexibility, while general acceptance of certain authoritative materials provides a degree of stability. Nevertheless, in many instances, the courts have failed to keep pace with social developments and it has become necessary to enact statutes to bring about needed changes; indeed, in recent years statutes have superseded much of common law, notably in the fields of commercial, administrative, and criminal law. Typically, however, in statutory interpretation the courts have recourse to the doctrines of common law. Thus increased legislation has limited but has not ended judicial supremacy.

Development of Common Law

Early common law was somewhat inflexible; it would not adjudicate a case that did not fall precisely under the purview of a particular writ and had an unwieldy set of procedural rules. Except for a few types of lawsuits in which the object was to recover real or personal property, the only remedy provided was money damages; the body of legal principles known as equity evolved partly to overcome these deficiencies. Until comparatively recent times there was a sharp division between common law (or legal jurisprudence) and equity (or equitable jurisprudence). In 1848 the state of New York enacted a code of civil procedure (drafted by David Dudley Field) that merged law and equity into one jurisdiction. Thenceforth, actions at law and suits in equity were to be administered in the same courts and under the same procedure. The Field code reforms were adopted by most states of the United States, by the federal government, and by the United Kingdom (in the Judicature Act of 1873).

Commutation of services - Replacement of labour services owed with a money payment.

Consideration - The money (or other property) used to purchase land.

Convey - To transfer property or the title to property from one person to another.

Copyhold - A tenancy at will that was recorded in a manorial court ownership roll. The lord of the manor maintained the list. Copyholds were not, strictly speaking, inheritable, but were customarily so. The land reverted to the landowner who would then "admit" the heir to the lands of the decedent. A form of holding land, marked by the fact that the tenant would have a copy of the court roll recording his admission.

Court baron - Court held by the lord of the manor for his local tenants to administer the customs of the manor and enforce payment of dues and services.

Court leet - Of the frankpledge and dealt with the administration of local justice for common offences.

Covenant - A stipulation. A promise to do or not do something.

Curtilage - A piece of ground attached to a house.

Customary Estate - see copyhold .

Customary tenant - Tenants holding land according to the customs of the manor.

Customs of the manor - The set of rules by which manors were governed/administered.

Decedent - one who has died.

Deed - A document giving the holder the title to property. More generally, any document sealing an agreement, contract, etc. The most common types of deeds Bargain and Sale, Quitclaim, and Warranty.

Deed of Sale (Indenture) - This is a simple sale of property. The property in question is typically land, but can be next spring's pigs, household property, or anything else.

Deed of trust - A transfer of property to someone to be held in trust for another. See trust. More specifically, however, deeds of trust are used in a number of states instead of a mortgage to secure a loan. The deed of trust names the trustees in whom title is placed as security against failure to meet the terms of the loan.

Deed poll - A deed not indented, that is, a deed made by one party only. See indenture.

Deforce - To forcibly withhold property from its rightful owner.

Deforciant - One who keeps out of possession the rightful owner of an estate.

Demesne - 1) Possession of land as one's own. 2) The part of an estate worked for the owner. 3) Land adjoining the manor house. 4) The property held by the lord of the manor himself.

Demise - Generally a synonym for 'lease', both noun and verb.

Devise - A gift of real property made in a will. See also bequest.

Distrain - Impounding of goods/chattels until a payment is made.

Dower Rights Title of Dower and Thirds - A wife's interest in her husband's property, inheritable at his death. English probate law set this at 1/3. "Her thirds" was a phrase used for this. It was common for a woman to formally relinquish her dower claim on land sold by the husband. This further guaranteed that the property was clear of all obligations. In some areas the lack of a dower relinquishment at the time of sale was proof that the man was single or widowed. See also jointure.

In medieval times, and right up until the 19C law reforms, a widow had the right to keep a share of her deceased husband's estate for the rest of her life (after the widow's death her share passed to the husband's heir).

This right was usually called Dower (not to be confused with a wife's dowry, which was a quite different thing), though strictly speaking dower only applied to freehold property - a widow's similar right in respect of copyhold property was properly called Free Bench.

The widow's share was usually a third (though not always - different places might have different customs), which is why dower was also sometimes called Thirds.

A widow was normally entitled to one third for life of the moveable estate i.e household goods, cash, furniture, livestock, tools, stock in trade, leaseholds etc. Entailed land went to the heir, as did most copyholds, but freeholds were subject to dower. In some manors, widows did have a right to a third of the copyhold, but not if they remarried or lived with another man, A husband usually surrendered his copyhold to the use of himself and his wife or the longest liver, if he wanted her to remain on it after his death.

This was rather inconvenient if the property was needed by the heir (oldest son probably) to run the farm or business, or run his household. And if the widow was his stepmother, even more so, - even if she was his mother, if she didn't get on with his wife.

So a prudent man who could afford it made settlement (in this case a Bond or Articles) setting out what his wife as widow would be given of equivalent value to one third of the personal estate. This might be a small cottage (a dower house for the gentry) or an annuity of equivalent value to a third of the average proceeds of the farm or whatever.

The widow's thirds, or widow's bench was a contentious item in many families, and you may find a clause that the widow is going to get this share of furniture and a room and this amount of money, and if she demands her thirds she loses the lot.

It was the custom and generally accepted that an estate would be divided into three - a third for the widow, a third for the children and a third for the dead. This may sound odd but it means that the children would share a third of the estate, the wife would have a third and the testator had a third which he could leave as he chose. There would usually be a qualification on the wife's legacy that she would have this for life or until remarriage. She could not will her part of the estate as she pleased and neither could she sell it. If she remarried, then the goods would revert to the estate and the right heir. An overall heir would be named and he (usually the eldest son or eldest male relative if no son - this practice called male primo geniture) would eventually get everything left to his mother. I think that, whatever the agreement between the wife and her husband, she was entitled to a certain share of the goods, her clothes and enough to keep her in the fashion to which she had become accustomed. This custom and the widow's third was known as the dower. This is the reason that, in large estates, a house may set aside for the dowager while the heir enjoys the main residence, this house being known as the dower house. The dowry is a different thing as far as I am aware and was part of the marriage settlement where a jointure was

paid to the prospective husband that may be kept for use by his wife both during marriage and may be part of the dower in her widowhood.

Easement - Use of a portion of property for some stated purpose without remuneration. Easements are not estates in that they do not convey ownership, but rather the use of the property in so far as needed for the stated purpose. An example is the easement a city may have to dig up part of your land to repair the water main. Easement is a right. Contrast with servitude.

Ejectment - A suit by an owner to reclaim ownership from a tenant who has overstayed the terms of a lease. Originally it was a suit brought by a fictitious tenant to try the title of the landlord in order to acquire the land under lease.

Emolument - Profit derived from employment or labor, including wages and other compensation.

Encroachment - To gain unlawfully or infringe on the property of another.

Encumbrance - A burden on a property, generally one that affects the ability to transfer title, or one which affects the condition of the property. Examples are liens, mortgages, taxes, easements, water rights, etc.

Enfeoff - To invest with an estate held in fee.

Enfeoffment - Giving ownership in fee. A deed or legal document giving ownership in fee.

Entail - To create a fee tail, or to create one from fee simple.

Entry - Filing of the intention to get a land grant or patent. This was the first step of a multi-step process of getting land, the other steps generally being Survey, and Grant.

Entry fine - A payment due when a new customary tenant entered land.

Enure - (written also inure) To pass into use, to take or have effect, or to benefit someone. In property law, the term means "to vest." For example, Jim buys a beach house that includes the right to travel across the neighbor's property to get to the water. That right of way is said, cryptically, "to inure to the benefit of Jim." To serve to the use or benefit of; as, a gift of lands inures to the heirs. [1913 Webster]

Escheat - Land ownership reverting to the Crown, government, or estate owner because of a lack of heirs.

Estate - A property right held by someone. There can be many estates held on a single piece of property, for example, relating to specific uses of the property. Mineral rights, water rights, and so on are examples. Estates can be subordinate (lower in rank) to other estates.

Estate of Inheritance - A freehold estate that may descend to heirs. It is a type of freehold estate that the tenant can both enjoy during his life and pass on after his death according to an established order of descent. Estates of inheritance include estates in fee simple absolute, fee simple conditional, fee simple determinable and estates in fee tail. An estate for life or per autre vie are not estates of inheritance, since they exist for a lifetime only and cannot be inherited. At common law an inheritable estate in fee simple was only created if the grantor used words of inheritance, e.g., "to B and his heirs." This requirement has been abolished in most jurisdictions by statute. To entitle a widow to dower, the husband's estate must be an estate of inheritance. Such an estate can be created by a vested remainder following a life estate.

Estreat - Collective term for fines and amercements imposed in the manorial court.

Exception - A clause in a deed whereby the seller retains some right currently held on the land being sold, for example, "my land except 3 acres...", "my land except mineral rights...". In both cases the seller owned the thing being excepted. See also Reservation.

Exception and Reservation - A general term found in deeds when a seller retains some kind of interest in the property. Technically the language should refer to a reservation or exception as needed but many deeds are written with this catchall phrase.

Executor/executrix - The person named in a will to carry out the terms of the will. See administrator.

Faalty - Allegiance or fidelity.

Fee - Heritable land held in return for service to a lord.

Fee simple - Ownership of land that can be inherited by any heirs. To hold in fee means to possess.

Fee simple is an estate in land in common law. It is the most common way real estate is owned in common law countries, and is ordinarily the most complete ownership interest that can be had in real property short of allodial title, which is often reserved for governments. Fee simple ownership represents absolute ownership of real property but it is limited by the four basic government powers of taxation, eminent domain, police power, and escheat and could also be limited by certain encumbrances or a condition in the deed. How ownership is limited by these government powers often involves the shift from

allodial title to fee simple such as when uniting with other property owners acceding to property restrictions or municipal regulation.

In English common law theory, the Crown has radical title or the allodium of all land in England, meaning that it is the ultimate "owner" of all land. However the Crown can grant an abstract entity—called an estate in land—which is what is owned. The fee simple estate is also called "estate in fee simple" or "fee-simple title" and sometimes simply freehold in England and Wales. In the early Norman period, the holder of an estate in fee simple could not sell it, but instead could grant subordinate fee simple estates to third parties in the same parcel of land, a process known as "subinfeudation." The Statute of Quia Emptores adopted in 1290 abolished subinfeudation and instead allowed the sale of fee simple estates. [1]

The owner(s) of real property in fee simple title have the right to own the property during their lifetime and typically have a say in determining who gets to own the property after their death. In a sense, one might say fee simple owner(s) "own(s)" the property "forever".

Historically, estates could be limited in time, such as a life estate, which is an interest in lands that terminates upon the grantee's (or another person's) death, even if the land had been granted to a third party, or a term of years (a lease for a specified term, such as in an estate for years). It also could be limited in the way that it was inherited, such as by what was called an "entailment" which created a fee tail. Traditionally, fee tail was created by words of grant such as "to N. and the male heirs of his body"; which would restrict those who could inherit the property. When all those heirs ran out the property would revert to the original grantor's heirs.

Most common law countries have abolished entailment by statute; but many retain the possibility of creating a life estate, although this is uncommon. In the U.S., life estates are most commonly used in the context of either giving a right to someone in a will to use property for the remainder of that person's (or another person's) life, or reserving to a grantor who is selling property the right to continue using the property for the remainder of his/her life. The right to ownership after the death of the subject person would be called the remainder estate. In England and Wales fee simple is the only freehold estate that remains and a life estate can only be created in equity.

If previous grantors of a fee simple estate does not create any conditions for subsequent grantees to own the conveyed property in fee simple title, which is commonly the case these days, then the title is called fee simple absolute. Other fee simple estates in real property include fee simple defeasible (or fee simple determinable) estates. A defeasible estate is created when a grantor places a condition on a fee simple estate (in the deed). Upon the happening of a specified event, the estate may become void or subject to annulment. Two types of defeasible estates are the fee simple determinable and the fee simple subject to condition subsequent. If the grantor uses durational language in the condition such as "to A as long as the land is used for a park" then upon the happening of the specified event, the estate will automatically terminate and revert to the grantor or the grantor's estate. If the grantor uses language such as "but if alcohol is served" then the grantor or the heirs have a right of entry, but the estate does not automatically revert to the grantor. In the United States many of these concepts have been modified by statute in some states.

The concept of a "fee" has its origins in feudalism. According to William Blackstone, the great common law commentator, fee simple is the estate in land which a person has when the lands are given to him and his heirs absolutely, without any end or limit put to his estate. Land held in fee simple can be conveyed to whomever its owner pleases; it can be mortgaged or put up as security as well.

It is often said that no rent or similar obligations are due from the owner of property in fee simple. That is only partially true, for example a rentcharge may exist requiring a freeholder to pay a fixed sum of money closely resembling rent, and many jurisdictions have created financial obligations that may be imposed on a freehold estate, for example in England and Wales, the estate charge.

Fee tail - Ownership of land restricted to a specified class of heirs, generally direct descendants.

Feoff - See fee.

Feoffment - Transfer of inheritable real property.

Feoffee - One who benefits from a fief.

Feud - See fee.

Feudal system - The system of land holding in exchange for service, ultimately to the king. This is opposed to the allodial system.

Fief - See fee.

Fines with proclamation - In the old system of real property law in England, fines, levied with "proclamations," i.e., with successive public announcements of the transaction in open court, barred the rights of strangers, as well as parties, in case they had not made claim to the property conveyed within five years thereafter (acts 1483-1484 and 1488-1489). These proclamations were originally made sixteen times, four times in the term in which the fine was levied, and four times in each of the three succeeding terms. Afterwards the number of proclamations was reduced to one in each of the four terms. The proclamations were endorsed on the back of the record. The system was abolished by the Fines and Recoveries Act 1833

Frankpledge - See view of frankpledge.

Freehold - see fee simple.

Freeholder - Tenants who paid a money rent to the lord of the manor.

Grant - Transfer of title from the government to the first titleholder of a piece of property. This term is generally used by states and the federal government. See also patent.

Grantee - The person receiving a grant, or buying property.

Grantor - The person issuing the grant, or selling property.

Hereditament - Anything that can be inherited. A corporeal hereditament is tangible real or personal property that can be inherited. An incorporeal hereditament includes intangible appurtenances, rents, and the like.

Heriot - Payment made on the death of a tenant.

Homage - The tenants who attended a manor court.

Impeachment of waste - (Law), restraint from, or accountability for, injury; also, a suit for damages for injury. --Abbott. 1) It signifies a restraint from committing waste upon lands or tenements; or a demand of compensation for waste done by a tenant who has but a particular estate in the land granted, and, therefore, no right to commit waste. 2) All tenants for life, or any less estate, are liable to be impeached for waste, unless they hold without impeachment of waste; in the latter case, they may commit waste without being questioned, or any demand for compensation for the waste done. 11 Co. 82.

See also - Without Impeachment of Waste.

Incumbrance - See encumbrance.

Indefeasible Estate - An estate that cannot be changed under any circumstances.

Indenture - A written agreement. (Originally, the document was written in duplicate, and the two copies placed side by side and 'indented', or cut, with a wavy line so they fit together perfectly.) See also deed poll.

Ingress and Egress - The entering and leaving of land and the means of doing so.

Intangible property - The opposite of tangible property. Examples are property rights, easements, copyrights and other things of value that have no physical presence. Also, certificates or other items that have no inherent value but which represent something physical.

Intestate - Having no will. If someone dies intestate, the court appoints an administrator to settle the estate.

Instrument - Legal document.

Investiture - See livery of seizin.

Joint tenancy - Ownership by two or more people, with rights of survivorship. Tenants can act individually to partition or sell their interest in the property, but such actions create a tenancy in common. See also tenancy by the entirety.

Jointure - Property given to a prospective wife, to be enjoyed by her at her husband's death. Differs from dower in the way in which her future is protected.

Lease and Release - You may find deeds of sale that are written as a two part transfer. The first involves party "A" leasing land to "B", and the second is "A" releasing "B" from the lease obligation. This was viewed as a cleaner way of passing legal title from one person to another.

Leasehold - Land let out in a way which was not restricted or governed by the custom of the manor

License - A personal privilege or permission to make some use of land owned by another.

Lien - A charge or claim upon someone's property as security for a debt. A lien does not confer title. The law recognizes the right to have a debt satisfied out of someone's property.

Life(time) Estate - An estate with duration limited to the lifetime of the holder or some other person. See remainder.

Livery - Delivery of ownership.

Livery of Seizin - An open and 'notorious' public ceremony conferring ownership of a freehold estate.

Messuage - A dwelling house with its adjacent buildings and lands appropriated to the use of the household.

Moiety - One half. One of two equal parts. A share or portion.

More or less - This term is frequently used in deeds to qualify acreage, e.g. "50 acres, being the same more or less". Even accurate surveys have some error in the calculation of area and this phrase recognizes that fact.

Mortgage - Today we think of this as a secured loan (for example, a loan with a house as collateral). In older times it was often written as a regular deed of sale with a condition attached such that the sale was void if certain payments are made by a certain date. With a mortgage, if the borrower fails to pay the mortgage note off, the mortgagor must successfully sue in order to sell the property and recover the loan. See deed of trust for a different way of establishing security for a loan.

Mortgage Sales - These deeds are tricky. They might say "this deed of mortgage" at the outset, so you're tipped off as to what's happening. On the other hand, they may also appear as a simple sale, but at the end there is language such as "said sale to be null and void if sd Perkins pays sd £100 to Smith by March 1st." What has happened here is that Perkins 'sold' his land to Smith for £100, but gets it back if he can repay the loan on time. This loan has the land as security (collateral). If you find Perkins selling the same piece of property several times, check the deeds carefully for this kind of language.

Pain - A rule/regulation of the manor.

Parcel - A piece of land. A tract.

Pinder - Kept the manorial pound/pinfold.

Precept - Order issued to the bailiff of the manor for the holding of a court.

Premises - A somewhat fluid term meaning land and its appurtenances, or land and its buildings and structures.

Presentment - A statement by the jury of matters to be dealt with by the manorial court.

Privity - A relationship between parties having a direct or indirect interest in a legal matter. Class actions are an example where parties not involved in a suit have a privity relation to it. Parties in estate transactions necessarily have privity, and so do heirs of an estate.

Probate - The process of proving a decedent's will and settling the estate. The signing of a will was typically witnessed by neighbors, who would later swear in court that they saw the decedent sign the will prior to death. This "proved" that the will was actually that of the decedent.

Property - Any kind of thing which has a value and which one can exercise the rights of ownership upon, including possession, use, and disposal.

Property Distribution (Gift) - Some deeds are clearly written as gifts of property. You'll find language such as "for love and affection", or "for £1 and other consideration". Some gifts had restrictions, for example, "sd William Perkins agrees to care for his father and mother during their natural lives." In all other respects the deed will read as simple sale.

Quitclaim Deed - A common type of deed in which the seller relinquishes claim to whatever rights were held on the property, but does not guarantee that the property is actually free of claims by others.

Quitrent - A rent paid in lieu of required feudal services. See fee and socage. The quitrent can be considered a real estate tax.

Real property - Land. See also chattel.

Recognizance - In British and American law, the term recognizance is usually employed to describe an obligation of record, entered into before some court or magistrate duly authorized, whereby the party bound acknowledges (recognizes) that he owes a personal debt to the government or Crown, with a defeasance, i.e. subject to a condition that the obligation to pay shall be avoided if he shall do some particular act, as if he shall appear at the assizes, keep the peace, or the like.

Reeve - 'Foreman' of the manor.

Remainder - Transfer of ownership to someone on the death of another. For example, land may be sold to person A for use during their lifetime, but then remaindered to person B at the death of A.

Remise - To relinquish a claim to something, specifically to release or quitclaim an interest in real estate.

Replevin - An action for recovery of property that has been illegally withheld from the rightful owner, plus damages for its detention. This is generally not an action to recover the value of the withheld property, but the actual property itself.

Reservation - A clause in a deed wherein seller retains a right in the land being sold but the specific right did not previously exist. "Reserving a right of way" is an example if the right of way did not previously exist. See also Exception.

Reversion - In law an agreement such that one party takes ownership of a piece of property from another under the understanding that the ownership will revert to the second party when an agreed event occurs. The most common form of reversion agreement is for one person to allow another to own a house until their death, upon which time it reverts to reversion holder. Reversions themselves can be thought of as a form of derivative in which the underlying asset is a piece of property rather than a more usual financial instrument. Reversions can thus themselves be bought and sold.

Rood - A measurement of land.

Seised/Seized - Legally owning and possessing real property.

Seisin/Seizin - Ownership or 'in fact' possession of a freehold estate. Inferred here is an increasing degree of ownership with the passage of time, as the possessor makes productive use of the land. Seizin was originally not an estate, but a way to gain one, as by adverse possession. This is rooted in the Roman concept that whoever worked the land should be its owner. Possession of land or other property

Socage - Holding of land by a tenant in return for fixed payment or for non-military service to the lord. This system was eventually replaced by our system of taxation. See quitrent.

Soke - The jurisdiction of a court.

Statute staple - A bond of record acknowledged before the mayor of the staple, by virtue of which the creditor may, on nonpayment, forthwith have execution against the body, lands, and goods of the debtor, as in the statute merchant. It is now disused. --Blackstone. [1913 Webster]

Steward - Chief officer of a manor.

Suit of court - Attendance at the manor court.

Suit service - Service rendered by attendance at the manor court.

Surrender - Ceremony by which an existing tenant gave up a customary holding; usually followed by an admission.

Tangible property - The opposite of intangible property. Examples are land or other movable personal property that has a physical reality.

Tenancy by the entirety - A form of joint tenancy held by husband and wife. Title automatically transfers to the survivor upon the death of one party. Neither party can sell or divide the property without the consent of the other.

Tenancy in common - Title held by two or more people where each person can sell their interest without the consent of the other owners. There are no rights of survivorship.

Tenant at will - Tenants who paid a rent and whose tenure was entirely dependent on the good will of the lord.

Tenement - Permanent property, whether concrete or not, such as land, buildings, cars, or the stock represented by a stock certificate. In most common usage it means a house or building.

Testate - Having a will.

Thirds - see dower.

Title - Legal ownership as evidenced by a deed or other instrument.

To wit - That is to say.

Tract - A piece of land. A parcel.

Trespass - In common law, a suit to recover damages directly made to one's person, property, or rights.

Trust - Confidence placed in someone by giving them property to be held or used for another's benefit. The property held in trust.

Trustee - An individual to whom another's property is entrusted.

View of frankpledge - A system of mutual responsibility for the maintenance of law and order, usually consisting of around ten households.

Villein - Tenants who occupied lands on condition of performing services for the lord of the manor.

Virgate - A measurement of land.

Warranty Deed - A deed in which the seller warrants having a valid title and that the property is clear of any encumbrances. See also *Special Warranty Deed*.

Waste - In the law of torts, waste is any conduct doing permanent damage to the freehold or inheritance of land, or materially altering its nature or diminishing its value. For example, it may consist in deliberately pulling down buildings, or allowing them to fall into disrepair. A life tenancy given 'without impeachment of waste' allows the life tenant to cut trees and open mines, but not to demolish a mansion house, fell ornamental timber, or do other wilfully destructive acts.

Waste Land - Land that has not been claimed, or which has escheated.

Without Impeachment of Waste - When a tenant for life holds the land without impeachment of waste, he is of course dispunishable for waste whether wilful or otherwise. But still this right must not be wantonly abused so as to destroy the estate, and he will be enjoined from committing malicious waste.

ENTAILS, FEOFFMENT, SEISIN etc.

SHAKESPEARE LAW LIBRARY

LAND LAW AND OTHER BRANCHES OF PRIVATE LAW

The main principles of the law relating to land were much the same in Shakespeare's time as they are now, with the following exceptions: (1) Military tenures still existed; but actual military service had been, practically in all cases, commuted for a money payment called 'escuage'. Nevertheless the other burdensome incidents of the tenure, such as wardship, relief, &c., remained, and this had made them hateful. They were, however, not abolished until 1646. (2) The various ingenious purposes to which the Statute of Uses and the Statute of Wills of Henry VIII could be perverted had not yet been discovered; and (as a corollary) the modern system of strict settlement had not been invented. (3) The methods of conveying land, and of barring entails, dower, &c., were entirely different from what they are now, and were extremely quaint.

The first of these subjects was too technical for notice either by Shakespeare or other lay writers of that age. But the third is frequently referred to in popular Elizabethan literature. The common method of conveying land to a purchaser in fee simple was by 'feoffment with livery of seisin'. This is the most ancient form of assurance known to the law, and similar methods are still practiced in communities whose civilization has not progressed so far as ours. The 'livery', i. e. delivery of possession, was either 'livery in deed', i. e. actual delivery, or 'livery in law'. In the case of livery in deed the owner (feoffor) and the donee or purchaser (the feoffee) met on the land itself, and the feoffor there and then delivered possession of it to the feoffee, at the same time stating by apt words that he enfeoffed him for whatever estate (i. e. interest) he was intended to take, e. g. if the fee simple were to be taken, the words would be, 'I deliver these lands to you and your heirs for ever'. No writing was at that date required for a valid feoffment to persons other than corporations, but in practice it was not unusual to have a 'charter of feoffment' recording the transaction and the nature of the estate conferred. Very generally, too, some symbolical act was added, such as the delivery of a key, a twig, or a clod of earth.

'Livery in law' took place in sight of but not on the land, and was not complete unless and until the feoffee, in the joint lives of himself and the feoffor, actually took possession or attempted to do so but was stopped by force.

Feoffments gradually died out owing to the invention after Shakespeare's day of the lease and release operating under the Statute of Uses; but instances of feoffments were not infrequent in the early part of last century.

References to this ancient method of conveying land are to be found in Elizabethan literature.

Shakespeare himself, however, never mentions the subject, although he was not only a considerable purchaser of real estate, but seems to have been involved in litigation in relation to it. In 1597 he purchased 'New Place', Stratford-on-Avon, from a collateral ancestor of the present writer (one William Underhill), the property consisting of 'one messuage two barns and two gardens with their appurtenances'; but apparently owing to the sudden death of the vendor by poison in July 1597, the

conveyance was not completed until 1602, when Shakespeare was enfeoffed by Hercules Underhill, the heir of William, on attaining his majority.

Shakespeare subsequently purchased other lands in the neighbourhood, including 107 acres of arable land in 1602, and 20 acres more in 1610. He also became a copyhold tenant of the Manor of Rowington in 1602. Last of all, in 1613 he bought a house and shops in Blackfriars.

With regard to the barring of estates tail and the prospective dower of married women, the method was very curious. For about two hundred years after the passing of the celebrated statute *de donis conditionalibus* (13 Edw. I, c. 1), estates tail (i.e. estates descendible only to the heirs or heirs male of the body of the original feoffee) were incapable of alienation either by gift or sale. But in the reign of Edward IV, an old device known as a Common Recovery (which had at one time been used to enable ecclesiastical corporations to acquire lands, notwithstanding the laws against mortmain) was applied to defeat the heirs in tail and persons claiming in remainder (i.e. in default of heirs of the body). This common recovery was a collusive action commenced by a friendly plaintiff (called the demandant) against the person in possession (tenant in tail, or sometimes tenant for life in possession and tenant in tail in remainder), asserting that the defendant claimed through some third person who had wrongfully deprived the demandant of the possession. The defendant pleaded that he derived his title from the crier of the Court who had warranted it, and demanded that the crier should be 'vouched to warranty', i.e. called upon to defend the action. The crier (the 'common vouchee') at once admitted the warranty, and craved leave to 'imparl' (i.e. to negotiate outside the Court). He then failed to return until judgement was given that the demandant should recover the lands and that the common vouchee should provide other lands for the defendant of equal value, which of course he was quite incapable of doing. Thus, by this fictitious judgement, the plaintiff acquired an estate in fee simple, and forthwith conveyed it to the defendant or his nominee, so defeating not only the entail, but all remainders to take effect in the event of failure of heirs of the body. Sometimes single vouching was sufficient; in other cases (for technical reasons) a double vouching was necessary for a complete bar. In all cases the whole proceeding was a solemn and costly farce. It seems scarcely credible that this grotesque fooling should have been enacted many times every year from the time of Edward IV until that of William IV, when it was abolished in favour of a simple enrolled deed.

A 'fine' was somewhat similar to a recovery, but the action was stopped before judgement by a collusive compromise. It was used mainly to enable married women to join with their husbands in selling the fee-simple property of either. Except by means of a fine, a husband could not sell his own property free from his wife's contingent right to dower; and she, on the other hand, could not sell her own property at all, being under coverture.

The impossibility of selling freehold land free from the widow's right to dower without going to the expense of a fine, led to various devices intended to prevent the right ever attaching. In later times this barring of dower was effected by an elaborate and highly technical system of uses and powers operating under the Statute of Uses, and this method lasted down to the reign of William IV. But in Shakespeare's time the usual method was for a purchaser of land to take the conveyance not to himself alone, but to himself and several friends (as trustees for him) in joint tenancy, dower only attaching to lands held by one person solely. When one of these joint tenants died, his place was filled up by another person, and so the property never became vested in a sole owner. This plan was adopted when Shakespeare purchased his Blackfriars property. Sir Sidney Lee conjectures that this was done for the purpose of depriving Shakespeare's wife of dower, but to a conveyancer it is clear that it was necessary in order to enable him to mortgage the property (as he did the next day) without the expense and delay of a fine.

The cutting off of entails was considered a desirable thing by Edward IV and his judges, otherwise the audacious common recovery could scarcely have been invented; but the question of fettering the free alienation of land has always been a burning one. A member of Lincoln's Inn in 1641 gravely treated the question as depending on the laws of God, and declared that to abstain from disentailing an estate in tail male was contrary to those laws, as the result might be to cut out daughters for the benefit of remote cousins, issue of the first tenant in tail; 'oneley', he added sententiously, 'I must note by the way, that such as avoyd and cut off these estates to none other purpose but to enlarge their wanton expences, and to give them more scope to live licentiously, as they unjustly spoile their heires of their due inheritances, so shall not this my defence extend unto them; since my purpose onely is to reduce estates taile to the most proper

conveyance of the Common Law'; and he concluded, 'I could never (after long observation) find any family continue in the heires male three descents after an entaile made and continued to the heires male, by which I ghesse they are not watered with heavenly blessings'.

Mortgages were on a very different footing from what they are now. Shakespeare never mentions them, although, as above mentioned, he mortgaged the house which he bought in Blackfriars the day after the purchase.

Deeds (which were then usually called Specialties) were for the most part written in Latin; in the case of bonds, the actual bond was sometimes in Latin, and the condition on which it was to become void in English. Deeds between two or more parties were indented, i.e. after being written in duplicate or triplicate on one skin of parchment, the parts were severed by being cut in a wavy or indented line so as to guard against forgery when the parts were fitted together, whence the technical word 'indenture'.

Marriage required no religious ceremony for its validity, although the omission of it was an offence. The only essential was *verba de praesenti* (as distinguished from a promise to marry at a future date), the man and woman saying to each other, 'I receive you as mine'. No ceremony, no priest, no physical consummation was required; so that after such a pre-contract (as it was called) neither party could marry any other person. If either of them purported to do so, the second marriage was bigamous and voidable, and the issue of it bastards.

It was quite common form in Shakespeare's day for a bridegroom to give a bond that no pre-contract existed. Shakespeare himself gave one on the occasion of his marriage. [Halliwell-Phillipps, 7th ed. (1887), vol. ii, p. 55.] Curiously enough, too, Lord Coke married his second wife, Lady Hatton, in a private room, as she refused to go to church with so old a man. For this offence he was prosecuted, but got off by pleading 'ignorance of the law', a plea which must have given great joy in legal circles. But no one suggested that the marriage was invalid.

The capacity of making a will of lands was, in the time of Shakespeare, as ample as it is now; except that where lands were held by military tenure the power was confined to two-thirds of them. It would seem, however, that with regard to personal property the ancient law restricted the owner to the disposal of one-third only if he left wife and child, or one-half if he left a wife only, the wife and children having (as in Scotland at the present day) a right to the rest. This was clearly enunciated as still existing law by Sir Harry Finch in the reign of Charles I, although Coke doubted it. But apparently it was considered a moot point and practically obsolete in Shakespeare's day, and was certainly ignored in his own will. It also seems that in cases of intestacy the wife and children took in the same shares as above, but that, subject to their claims, the residue went to the person to whom the Ordinary granted administration. Nominally he took it for *pious usus*, but practically he could keep it for himself, until the Statute of Distributions (22 & 23 Car. II, c. 10) deprived him of the right.

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