Indenture Assignment Between Thomas Whaley and Christopher Foster 1706

*Transcribed from a photocopy of an original document in The North Yorkshire Archive Office Northallerton into current English*

*The North Yorkshire Archive Office kindly allowed the publication of the transcription*

Key [ ] word is missing from transcription as cannot be deciphered with certainty

This Indenture made the Sixteenth day of May in the Fifth Year

of the Reign of our gracious Sovereign Lady Ann by the grace of God over England Scotland

Franceand Ireland Queen Defender of the faith anno Domini.1706 **Between**

Thomas Whaley of Winterburne in the County of York Gentleman of the one part And

Christopher Foster of Rilston of the said County Yeoman of the other part. **Whereas**

Richard Trotter of Rilston aforesaid in the County aforesaid joiner By this Indenture under

his hand and Seal bearing Date the Ninth day of February in the year of our Lord God 1688 for the consideration

therein mentioned Did Demise grant bargain and sell unto the said Thomas Whaley and to his heirs and Assigns All that

………Messuage house with Appurtenances One Smithy or Smithy house One Barn or Laithe to the said Messuage

house Adjoining & the forefront thereunto belonging & therewith Enjoyed And all the garth or garden lying [..]

Backside of the said Messuage house and Barn. And also all the close of land called the Croft Containing by estimation Three

Roods be it more or less with the Appurtenances to the same belonging All which said premises are situate & lying in

Rilston aforesaid under the yearly rent of seven shillings **To Hold** to him the said Thomas Whaley his Executors & Administrators

Assigns from the 12th day of November then last past unto the full end & Terms of One Thousand years then next following

By which said Indenture it is provided That if the said Richard Trotter his Executors or Administrators do well & truly pay or

cause to be paid unto the said Thomas Whaley his Executors or Administrators the sum of Twelve pounds & Fourteen Shillings

Sixpence of Lawful money upon the Thirteen day of November then next following and That then the said Indenture & the

 Bargains & Sale therein Contained should be utterly void to all intents & purposes. But for Default of payment to

Remain in full force & virtue As in & by the said in [..] Recited Indenture Lease Reference being there unto had it

doth & may more fully & at large appear **Now this Indenture Wilnesseth** that the said

Thomas Whaley for and in Consideration of the sum of One & twenty pounds One shilling and sixpence of Lawful money to him well

&truly in hand paid or satisfied the receipt whereof he doth hereby acknowledge & thereof acquit & discharge

the said Christopher Foster his Executors and Administrators **Hath** bargained Sold Assigned & Set over & by these present

doth bargain assign & set over unto the said Christopher Foster his Executors Administrators & Assigns & to his &

their own use All the Estate Right title Interest Use possession Reversion Condition Terms of Years Claimed

& Demand whatsoever which he the said Thomas Whaley now hath can may or ought to have or which his Executors

Administrators or assigns or any of them may might should or in any wise ought to have or lawfully claim of

in or to the said close called the Croft & the barn or laithe & the smithy or the smithy house or any [..] thereof by force

& virtue of the said in part recited indenture of Lease above mentioned or otherwise howsoever **and** the

said Thomas Whaley for himself his heirs Executors and Administrators doth Covenant promise & grant to & with the

said Christopher Foster his Executors and Administrators& every of them That the said Close called The Croft the

said Barn or Laithe & Smithy with their and every of their appurtenances are & be for all the Residue

of the said Term in the said recited indenture which are yet to come & unexpired shall & lawfully

may continue remain& be to the said Christopher Foster his Executors Administrators & Assigns Clearly

fully & absolutely acquitted & Discharged Saved & kept harmless by the said Thomas Whaley his Executors

 & Administrators of & from all and singular forever & other bargains sales grants leases [ *fold in sheet* ]

titles & charges whatsoever heretofore had made done committed or suffered by the said Thomas Whaley his

Executors Administrators o r Assigns or by any other person by his [..] Consent or procurement

**And** that the said Thomas Whaley and his heirs all & singular the premises before expressed

specified with all and singular their & every of their appurtenances unto the said Christopher

Foster his Executors Administrators& Assigns Against the said Thomas Whaley & his heirs & every

of them shall and will warrant & discharge the terms above recited Defend by these present **In**

**Witness** whereof the parties above said to the parts of these present Interchangeably

have set their hands & seals the day & year first above written

 Thomas Whaley

Reverse side

Sealed and delivered upon double

Sixpence stamp paid in the presence of

Ric. [..]

Edmond Waddilove

{..} Parkinson

Tho: Whaley Assignment

to Chris: Foster