Indenture between Thomas Jenkinson and John Kayley both of Rylstone leasing messuages and land in Rylstone to Samuel Swire of Conondley

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

*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*

**This Indenture** made the six & twentieth day of January in the three and thirtieth year of the reign of our gracious Sovereign Lord Charles the Second by the Grace of God of England

Scotland France & Ireland King defender of the faith etc **Between** Thomas Jenkinson of Rylstone in Craven in the County of York yeoman & John Kayley of Rylstone aforesaid yeoman

on the one party **And** Samuel Swier of Conondley in the parish of Kildwick in Craven in the said county gentleman on the other party **witnesseth** that the said

Thomas Jenkinson and John Kayley for and in consideration of the whole and just sum of two hundred pounds of current money of England to them or one of them in hand by the said

Samuel Swier at or before the sealing and delivery hereof well & truly paid and also for and in consideration of the [..] & condition hereafter in these [ ents] mentioned & for diverse other good

cause & consideration them thereunto [….] **have** devised granted leased let and to farme Letten **and** by these present for & from them the said Thomas Jenkinson and John Kayley

their heirs and Assignes do devise grant lease let and to farme let unto the said Samuel Swier his Executors Administrators and Assignes all that messuage or dwelling house situate and being in Rylstone aforesaid wherein the

said Thomas Jenkinson now dwelleth **And** also one barn or laithe one Barkside and other outhouses thereunto belonging **And** also all other messuage or dwelling house

Situate and being in Rylstone aforesaid wherein George Todd lately dwelt **And** also all that their pasturage common of pasturage & cattlegates in throughout & upon all these several stinted

pastures called & known by the several names of the Fell Bargh Hetton Moor Hetton Common also Hetton ox pastures & Rylstone North Moor with the appurtenances thereunto belonging **And**

also all other the messuages and houses meadows pastures feedings & commons whatsoever of them the said Thomas Jenkinson & John Kayley situate lying and being within the Townships of Rylstone Hetton

and Cracoe in the parish of Burnsall in the said County of York in whose tenure or occupation does the same now used or be together with all wastes easements liberties advantages hereditaments appurtenances whatsoever to the above mentioned

premises belonging or in any way appertaining or thereunto used And also all rent [..] upon any devise or lease of the said premises or any part thereof **To have and to hold** the said messuage closes lands meadows

feedings pastures commons & all & singular other the above demised or intended to be demised premises in part & parcell thereof with the appurtenances unto the **said** Samuel Swier his executors administrators and assigns immediately from and after the day

of the date hereof for […] until the full end & term of one hundred years from the [..] next following yearly the same to be fully complete & ended **yeilding** and therefore yearly paying during the continuance of

this devise unto the said Thomas Jenkinson John Kayley their heirs & Assignes the rent of one red rose in the time aforesaid if the same be lawfully demanded **and** the **said** Thomas Jenkinson & John Kayley.

do for themselves their heirs Executors Administrators Assignes every of them Covenant & grant to and with the said Samuel Swier his Executors Administrators & Assignes by these present that they the said Thomas Jenkinson & John

Kayley or the one of them at the time of the sealing and delivery hereof or at the true lawfull [……] the said premises & have full […]and good lawfull authorityin their or any one of their right to devise & grant the same unto the

Said Samuel Swier his Executors Administrators & Assignes in manner and form aforesaid **And** that it shall and may be lawfull to and for the said Samuel Swier his Executors Administrators and Assignes and any of them from time to

time and at all times hereafter ensuring the continuance of the devise peaceably and quietly **To have hold** occupy possess the said messuage land closes […] thereof with the appurtenances

without any let suit [..] denial [….] molestation trouble or encumberance whatsoever by them the Said Thomas Jenkinson John Kayley their heirs or Assignes or any of them or of or by any other person or

persons whatsoever **And** free & clear & freely & clearly acqutted upon [ ] discharged or otherwise from time to time & at all times hereafter well and sufficiently saved kept harmless […] & Indemnifyed by the said

Thomas Jenkinson and Thomas Kayley their heirs Executors Administrators and Assignes or some of them of and from All & all manner of form and other bargains sales gifts grantsestate sales wills Intails joyntured …..title of [v*oid* ]statutes without

[ …] Recgnizances Seizures Judgements [..] Unto[…..]  **And** also of and from all other acts charges titles troubles encumberances claimed and demanded [ .] heretofore had made done

committed acknowledged & willingly suffered or executed or hereafter to be had made done committed acknowledged willingly suffered or executed of or by these said Thomas Jenkinson and Thomas Kayley their heirs or Assignes or any

of them or of or by any other person or persons whatsoever **provided** always and these persons are [ ] upon this condition and this is the true intent and meaning of these persons and of the parties to the same & do declare

before the sealing and delivery hereof that if the **Said** Thomas Jenkinson & John Kayley or either of them their heirs executors or administrators or any of them do well and truly pay or cause to be paid unto the said Samuel Swire

his Executors heirs or Assignes the whole and just sum of Twelve pounds of current money of England In and upon the five and twentieth day of January next ensuing the date of

these present **And** also the further sum of two hundred and twelve pounds of like current money of England unto the said Samuel Swier his heirs Executors administrators and Assignes in and upon the five and twentieth

day of January which shallbe and fall in the year of our Lord one thousand six hundred and eighty three that then and from henceforth & from & after such true payment of the said

s[ ] all & respective sums of twelve pounds & two hundred and twelve pounds & any of them & any part of any of them at the day & times above written to be paid this present Indenture of lease and

[ ] word clause and sentence therein contained together with the Bond for performance therof shall cease detemine and be of no efect in the law to all intents purposes & [*constructions ?*]whatsoever as if the sum

had not been made, but upon default of the true payment of the said [] all sums or either of them or any part of either of them at the days and times above hereby appointed payable this present indenture

[on the] word clause and sentence therin contained together with the bond for performance thereof shall stand remain and be in full force and virtue as thus present promise has never been made

([ ] word clause or sentence above herein contained to the contrary in any wise not withstanding **) provided** Further and these present are non the less upon this further condition

that it shall and maybe lawfull to and for the said Thomas Jenkinson & John Kayley their heirs and Assignes to have hold retain grant and take the rents fines and yearly

proffitts of the above demised premises with [ ] tenants until default be made in the true payment of the said several sums or some part thereof at the days and times above appointed payable

and no longer **In Witness** thereof the parties to these present to the parts of these Indentures interchangeably have set their hands and seals the day and year first above mentioned

Thomas Jenkinson (His mark) John Kayley (signature)

dorse

 Sealed and delivered

in the sight and [,,]

of

Timothy Banks (signature)

Alice Darwen ( her mark)

Robert Bankes esq (signature)

[..] Bankes (signature)

 Thomas Jenkinson and John Kayley

 Lease to Mr Samuel Swires

100 years 1682