Indenture on purchase of premises and land in Rylstone by George Stoney

from Richard Trotter and Ester his wife

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 spelling.*

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

**This Indenture made** the Sixteenth Day of February in the year of our Lord God One Thousand Six hundred

eighty and three And in the six and thirtieth year of the Reign of of our Sovereign Lord Charles the Second by the grace of God King of England Scotland France and

Ireland Defender of the faith Between Richard Trotter of Rylstone in the County of York joiner and Ester his now wife of the one party And George Stoney of Rylstone

aforesaid yeoman of the other party **Wheras** the said Richard Trotter and Ester his now wife by their Indentures of lease and release the lease bearing date the ninteenth

day of April and the release the twentieth day of April last past before the date here of for the consideration of the sum of fifty pounds therein mentioned Did grant

bargain sell release quit claim and confirm unto the said George Stoney his heirs and assigns forever All those two closes of arable meadow or pasture ground called

Hallhaw and containing by estimation four acres be they more or less situate within Rylstone aforesaid and now or late in the possession of the said Richard Trotter

or of his assigns And all profits and appurtenances thereunto belonging & by the said Indentures of lease and release [r*eferem*] there unto being had may appear **And**

whereas certain agreements were then made Between the said Richard Trotter and Ester his now wife and the said George Stoney by defeasance under their hands and

seals for the redemption of the said premises upon payment of certain sum of money and performance of certain conditions therein mentioned which said money

being yet unpaid and conditions unperformed it is now agreed between the said parties that the said Richard Trotter and Ester his now wife shall for the consideration hereafter

mentioned grant and confirm the said premises and release all their right tithe and interest there unto and all deeds defeasance and agreements concerning the redemption

of the said premises to the said George Stoney his heirs and assigns forever **Now** this indenture witnesseth that the said Richard Trotter and Ester his now wife for and

in performance of the said agreemenr and in consideration of the sum of eighteen pounds of lawful English money to the said Richard Trotter well and truly by the said

George Stoney in hand paid over and above the said sum of fifty pounds being the consideracion mentioned in the said receited Indenture the receipt whereof he doth hereby

acknowledge And thereof and of every part and parcel thereof doth clearly acquit and discharge the said George Stoney his heirs executors and administrators and every of them for ever

by these present of and to [..] that the said George Stoney his heirs and assigns may have an absolute and ind[..] able estate in the said premises **have** granted

and confirmed and by these present they the said Richard Trotter and Ester his now wife do grant and confirm unto the said George Stoney his heirs and assigns

for ever **All** those two closes of arable meadow or pasture ground called Hallhaw as containing by estimation four acres be they more or less situate within Rylstone

aforesaid and all and singular ways paths passages wells waters walls fences easements liberties profits and hereditaments with the appurtenances to the said

hereby granted and confirmed premisses belonging or in any wise appertaining **To have** and to hold the said two closes and all and singular the hereditament

and premises hereby mentioned to be granted with the appurtenances unto the said George Stoney his heirs and assigns to the only use behest of him the

said George Stoney his heirs and assigns forever to be holden of the chief Lord or Lords of the fee or fees of the premises by the yearly rent of three shillings and be [ones]

services and Royalties respectively due for the said premises **And** the said Richard Trotter and Ester his now wife and for the said consideration aforesaid **Have** remised and

released and by these present do for and from them and their heirs remise release and quit claim unto the said George Stoney his heirs and asigns for ever all their

and either of their full and whole estate right tithe interest revercion and revercions remainder inheritance claim and demand whatsoever of them the said Richard

Trotter and Ester his now wife and their heirs of in and to the said premises and every part thereof and of in and to all deed defiance evidence and writings whatsoever concerning

the same and of in and to all former agreements and conditions whatsoever for the redemption of the said premises or any part theirof and of in and to all their and either

of their power of redeeming the same either in law or equity **so** that neither the said Richard Trotter and Ester his now wife or either of them or their or either of their

heirs or assigns or any of them or any claiming by from or under them or any of them Any Right Tithe or Interest in or to the said premises or any part thereof

shall will or ought to challenge or claim by any ways or means hereafter But from all and every accord or accords of right tithe claim or demand in or to the said

premises or any part thereof shall utterly exclude and forever and by these presents debarred **And** the said Richard Trotter and Ester his now wife and their heirs The said

two closes of arable meadow or pasture ground and all and singular the hereditaments hereby mentioned as to be granted with the appurtenances unto the said

George Stoney his heirs and assigns forever against them the said Rochard Trotter and Ester his now wife and their heirs and against all and every other person

and persons lawfully claiming the same or any part thereof shall and will warrant and forever by these present defend **And** do hereby prevent the said George Stoney

his heirs and assigns shall and lawfully may at all times heresafter for ever peaceably and quietly have hold occupy use possess and enjoy all and every the

same premisses hereby granted with their and every of their appurtenances and receive and take the rent issues and profits thereof to his and their own use benefit

and behest without the lawfull let suit trouble or incumberence of them the said Richaerd Trotter and Ester his now wife their heirs assigns or of any of

them or of any other person or persons lawfully claiming the same or any part thereof clearly discharges as and from all and all manner of former and other

bargain sale gift grant will lease jointure or dower or tithe or of dower intail or debt judgement elegit and of and from all and all manner of other acts estates

charges tithes troubles incumberences claims and demands whatsoever the said yearly rent of three shillings and royalties suits services duties and taxes

hereafter and for all the said premises always excepted and fore[..] **And** that they the said Richard Trotter and Ester his now wife their heirs assigns shall and will at

any time hereafter within seven years next at the request and charge in the law of the said George Stoney his heirs or assigns for the more *firm* and

secure following of the premises [,,] any further or other assurance and conveyance of the same to the said George Stoney his heirs and assigns whether

by fine feefment recovery deed or deeds or by any other lawful ways or means whatsoever as by Counsel learned shall lawfully and reasonably devised

or advised and required which said fine feefment recovery deed and deeds and all assurances whatsoever had or to be had made done suffered or [executed] of all and every

the said premises with the appurtenances or of any part or parcell there of shall at all times hereafter for ever be [envre] and shall be *conscerned* adjudged expounded and taken

to be and [..] to the only use and behest of him the said George Stoney his heirs and assigns for ever and to none other use interest or purpose whatsoever

**In witness** whereof the parties above said to these pressent Indentures either party to other interchangeably have set their hands and seales dated the day and year first

above written

Richard Trotter (her mark) Ester Trotter

Dorse

Sealed Signed & Delivered

in the presence of

R Wilkinson

Michael Tailforth

Tho. Currer

2 Feb. 1683

Richard Trotter and wife

To a lease

George Stoney