Indenture on purchase of several dwellings and land in Rylstone by George Smith from James Hartley

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 twentyninth day of February in the Twelfth year of the Reign of our Sovereign Lord George by the grace of God King of Great Britain France and

Ireland Defender of the faith and landin the year of our Lord God one thousand seven hundred twenty three **Between** James Hartley of Carleton in Craven in the County of York

yeoman of the one part and George Smith of Rylstone in the parish of Burnsall in Craven in the said County of York yeoman on the other part **Witnesseth** that the said James

Hartley for and in consideration of the sum of twenty pounds of lawful money of Great Britain to him in hand paid or secured to be paid by the said George Smith at or before the sealing & delivery

of these presents The Receipt and payment whereof [ ] the said James Hartley doth hereby acknowledge And thereof and of every part and parcel thereof doth fully clearly and absolutely acquit

Exonerate and Discharge the said George Smith his heirs Executors Administrators and every of them for ever by these present **Hath** demised granted bargained sold assigned and Sett over And

by these presents doth Demise Grant bargain Sell assign and Sett over unto the said George Smith his Executors Administrators and Assigns **All** That one messuage house situate in Rylstone aforesaid now divided into

several dwellings that is to say one house and parlour with two chambers over the same formerly being the west end of a barn or laithe belonging to Francis Dickenson now or late in the possession of Mrs Elizabeth Proctor and one

ground room and a chamber over if now or late in the possession of Thomas Gray And one little garth and garden or croft lying at the west end of one garth belonging to William Chippendale and now or late in the occupation of

Joseph Dickenson which said garth together with the said ground room and chamber over it lately belonged to Richard Taylor and also ground room or little dwelling house now or late in the possession

of Isabell Wilson formerly belonging to Elizabeth Dickenson and lately belonging to one Francis Lund and also one little house or ground room now or late in the possession ofAlice Dickenson lately converted

out of a Stable into a cottage or dwelling house by the said Joseph Dickenson And also two little garths or gardens lying on the far side of the said house and adjoining to a running water or beck there

Together with all folds [.] steerooms ways paths passages wells springs waters watercourses hedges ditches walls Fences buildings commons commons of pasture and turbary liberties Easements profits privileges

commodities advantages and appurtenances whatsoever to the said messuage house and premises belonging or in any wise appertaining accepted reputed had taken known occupied or Enjoyed as part parcel

or member thereof or incident appendant or appurtenant there unto **And** also all the full and whole Estate Right title Interest term and terms of years benefit property claim and demand whatsoever

of him the said James Hartley of in and to the said messuage house and premises hereby granted and assigned and of in and to every part and parcel thereof **And** all Deeds Leases assignments wills and

other writings touching or countermanding the same premises or any part thereof T**o have and to hold** the said messuage house garth or gardens and all and singular other the premises hereby granted

and assigned or meant mentioned or intended to be hereby granted and assigned with their and every of their appurtenances unto the said George Smith Executors Administrators and assigns from and immediately

after the making and Executing of these present for during and until the full End and Expiration of the term of three thousand nine hundred seventy and nine years fromthencenext ensuing and the

same to be fully complete finished and Ended without impeachment of or for any manner of waste and in as full large ample and beneficial manner and form to all intents and purposes whatsoever

as he the said James Hartley might should or of right ought to have held and Enjoyed the same by virtue of any Lease demise grant or other right title or means whatsoever **yielding and paying**

therefore yearly during the said term unto the said James Hartley his heirs and Assigns the Rent of one peppercorn at the feast of Saint Martin the bishop in winter only if the same be lawfully demanded

And doing and performing during the said term all Bonds Rents Suits and Services for and in respect of the said premises hereby granted and assigned which ought to be paid done and performed for the Chief

Lord or Lords of the Fee or Fees of the premises if any such there be And the said James Hartley for himself his heirs Executors and Administrators doth covenant promise grant and agree to and with

the said George Smith his Executors Administrators and assigns and to and with every of them by these presents in manner and form following That is to say That he the said James Hartley at the very

time of the sealing and executing of these present is the true and lawful owner and proprietor of the said messuage house and premises herein before mentioned to be granted and assigned and

every part and parcel thereof **And** is lawfully and Rightfully possessed thereof for and during all the said term of three thousand nine hundred seventy and nine years

without any manner of condition contingent proviso or other restraint matter or thing whatsoever to alter change defeat determine or make void the same And that he the said James Hartley

now hath in himself only full power good right and lawfull authority to grant bargain sell assign and set over the said messuage house and premises with their and every of their Appurtenances

unto the said George Smith his Executors Administrators and Assigns in manner and form as aforesaid **And** also that he the said George Smith his Executors Administrators and Assigns and every

of them shall or lawfully may from time to time and at all times during the term above mentioned Peaceably and Quietly have hold use occupy possess and Enjoy all and every the above assigned premises

with their and every of their appurtenances And receive and take to his and their own use and uses the rents issues and profits thereof and of every part and parcel thereof without the lawful let suit

trouble Eviction Ejection Expulsion hinderance molestation interruption or disturbance whatsoever of or by him the said James Hartley his heirs Executors Administrators or Assigns or any of them or of

or by any other person or persons whatsoever lawfully claiming or to claim by from or under him them or any of them in any wise **And** that Free and clear and Freely clearly and absolutely acquites

Exonerates and discharges of and from all and all manner of form and other bargains sales gifts grants leases assignments mortgages rents and arrearages of Rent Judgements Executions Extents and

of and from all other titles troubles charges and incumberances whatsoever had made done comitted suffered or Executed or at any time hereafter to be had made done comitted suffered or executed by him

the said James Hartley his heirs and Assigns or any of them The Said yearly rent of one peppercorn and the suits Services and Royalties due to the Chief Lord or Lords of the Fee or Fees & the premises

and reserved during the term aforesaid **And Lastly** that the said James Hartley his heirs Executors Administrators and every of them And all and every other person and

persons whatsoever having or lawfully claiming or which at any time hereafter shall or may have or lawfully claims any Estate Right Title or Interest of in or to the above assigned premises or any

part or parcel therof shall and will from time to time and at all times hereafter within the space of seven years now next Ensuing the date of this present Indenture upon the reasonable request and

at the proper costs and charges in the Law of the said George Smith his Executors Administrators or Assigns make due and execute or cause and procure to be made done and Execute all and every such further

and other lawful and reasonable act and acts conveyances and assurances whatsoever as well in fact as on Record or otherwise as councel shall advise for the further better and more perfect assuring assigning

and conveying of the said messuage house and all and singular other the premises herein before mentioned to be granted and assigned and every part and parcel thereof with their and every of their

appurtenances to the said George Smith his Executors Administrators and Assigns for and during all the Residue and Remainder of the said term of three thousand nine hundred and seventy and nine years

which shall be then to come and unexpired As by the said George Smith his Executors Administrators or Assigns or by his or their councel learned in the Laws of this Realm shall be reasonably devised

advised or required **In** **witness** whereof the parties first above named have to these present Indentures interchangeably set their hands and Seals the day and year first above written

 James Hartley

Dorse

29th Feb 1723/4

James Hartley assigned

to George Smith a messuage

& Premises. in Rylstone

Sealed Signed and Delivered

on treble Six pence stamped parchment

In the presence of us

 Mark Scott Thos Howgills

M:**dm**The two ranges one in Mr Proctors

house the other in Alice Dickinsons

Also James Hartley is to fetch them

away at his will and pleasure

Recorded the day and year first within written

of the within named George Smith the

Sum of Twenty pounds of lawfull money

of great Britain in full payment of the

consideration money mentioned in this Deed

I say recorded By me James Hartley

Testes/ Mark Scott

 Thos Howgills